



# Wexford County

## BOARD OF COMMISSIONERS

*Gary Taylor, Chair*

### NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, June 21, 2023, beginning at 4:00 p.m. in the Commissioners Room, third floor of the Historic Courthouse, located at 437 E. Division St., Cadillac, Michigan.

### TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLIEGIANCE
- D. ADDITIONS/DELETIONS TO THE AGENDA
- E. APPROVAL OF THE AGENDA
- F. EMPLOYEE RECOGNITION
- G. PRESENTATIONS AND REPORTS
  - MSUE Updates – Eric Karbowski, District 6 Director
- H. PUBLIC COMMENT  
*Designated for topics on the agenda only.*
- I. CONSENT AGENDA  
*The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected. If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.*
  - 1. Approval of the June 07, 2023 Regular Meeting Minutes.....1
- J. AGENDA ITEMS
  - 1. Prosecutor’s Office IV-D Reimbursement Agreement (*Finance 06/08/2023*).....5
  - 2. Wexford County L-4029 Tax Rate Request (*Finance 06/08/2023*) .....42
  - 3. Resolution 23-12 Summer Millage Rate Request (*Finance 06/08/2023*) .....48
  - 4. Sheriff’s Office TruNarc Request – Opiate Recovery Funds (*Finance 06/08/2023*) .....49
  - 5. Sheriff’s Office Deterra Request – Opiate Recovery Funds (*Finance 06/08/2023*) .....50
  - 6. Veterans Services Deterra Request – Opiate Recovery Funds (*Finance 06/08/2023*) .....52
  - 7. Budget Amendment (*Finance 06/08/2023*) .....53
  - 8. Resolution 23-13 Approving AAANM Fiscal Year 2024 Implementation Plan (*Executive 06/13/2023*).....55
  - 9. Letter of Understanding with Michigan Department of Corrections .....76
  - 10. Conservation District Vehicle Purchase Discussion
- K. ADMINISTRATOR’S REPORT
- L. CORRESPONDENCE
  - 1. Addiction Treatment Services: Mobile Medication Assisted Treatment Unit.....78
- M. PUBLIC COMMENT  
*Open for any public comments.*
- N. LIAISON REPORT
- O. BOARD COMMENTS
- P. CHAIR COMMENTS
- Q. ADJOURN

*In compliance with the Americans with Disabilities Act, persons with physical limitations that may tend to restrict access to or participation in this meeting should contact the County Administrator’s office (231-779-9453) at least twelve (12) hours prior to the scheduled start of the meeting.*

**WEXFORD COUNTY BOARD OF COMMISSIONERS**

Regular Meeting \* Wednesday, June 7, 2023

Meeting called to order at 4:05 p.m. by Chairman Taylor.

Roll Call: Present- Commissioners Jason Mitchell, Ben Townsend, Kathleen Adams, Michael Bush, Jason Baughan, Brian Potter and Gary Taylor.

Absent- Michael Musta and Julie Theobald.

Pledge of Allegiance.

**Additions/Deletions to the Agenda-**

**ADD: J.5. Community Corrections Fiscal Year 2023 Additional Funding**

**Approval of the Agenda**

**MOTION by Comm. Bush, seconded by Comm. Adams to approve the agenda, as amended.**

**All in Favor.**

**Public Comment-None**

**Employee Recognition-**

Marty Penney was not present to receive his award for his 30 years of service. It will be given to him at a later time.

**Presentation and Reports-**

Lisa Kaspriak presented the Board with the Mid Michigan Medical Examiner 2022 Annual Report. She highlighted that all of their current investigators are either residents of or to the counties that are adjacent to Wexford County. Four of their investigators have reached national standards for being a medical investigator, while all others are working towards that goal.

Ms. Karpriak explained that in our county they handled 142 cases. The report broke those down by manner of death by month, by age, and then further broke down those they considered natural death. In 2022, there were also 6 successful organ donors for Wexford County, that were able to save numerous lives.

Ms. Kaspriak also wanted to highlight that their group covers 14 different counties. If there is ever a mass fatality, they would be able to bring in all the resources from those other counties.

**Consent Agenda**

1. Approval of the May 17, 2023 Regular Meeting Minutes
2. Cadillac Wexford Transit Authority Resignation Acceptance

3. Cadillac Wexford Transit Authority Appointment  
**MOTION by Comm. Adams, seconded by Comm. Bush to approve the Consent Agenda.**

**All in favor.**

**Agenda Items**

1. 911 Professional Services  
**MOTION by Comm. Adams, seconded by Comm. Bush to approve the presented Engagement letter with Legacy Litigation Group and authorize the Chairman to sign.**

**Roll Call: Motion Passed 7-0.**

2. Marine Safety Program Grant Agreement  
**MOTION by Comm. Bush, seconded by Comm. Baughan to approve the annual Marine Safety Program Grant Agreement in the amount of \$8,900.00 and authorize the Chairman to sign.**

**Roll Call: Motion Passed 7-0.**

3. VC3 Multifactor Authentication  
**MOTION by Comm. Baughan, seconded by Comm. Potter to approve the quote from VC3 for Multifactor Authentication in the amount of \$9,089.00 and authorize the Chairman to sign.**

Administrator Porterfield explained that this was being pushed by our insurance company. It is added security for logging into email. A portion of this will be covered by grant money.

**Roll Call: Motion Passed 7-0.**

4. L-4046 Taxable Valuations 2023  
**MOTION by Comm. Adams, seconded by Comm. Bush to approve the 2023 Taxable Valuations Report, Form L-4046, and authorize the Chair and Equalization Director to sign the valuations.**

Mr. Porterfield explained that this is an annual report that is required.

**Roll Call: Motion Passed 7-0.**

5. Community Corrections Fiscal Year 2023 Additional Funding  
**MOTION by Comm. Baughan, seconded by Comm. Bush to approve the increase of \$10,000.00 to the P.A. 511 Community Corrections Grant for fiscal year 2023 and authorize the Chairman to sign, the change notice.**

Comm. Potter questioned if this was funding from a Michigan Department of Corrections grant. Ms. Stark explained that it was.

**Roll Call: Motion Passed 6-0, with Comm Potter abstaining.**

**Administrator's Report-**

Administrator Porterfield attended the MAC conference. They are working on getting the state to set up a revenue sharing trust. He asked that each commissioner respond to the action items they received from MAC. They also focused on the binding arbitration for the corrections officers that could be costly for the county.

He highlighted that he had a meeting with Consumer's Energy regarding Hodenpyl Dam. Consumer's Energy has been told to reach out to the local agencies for money to put towards keeping these dams open. They are estimating they would save \$27 million over the course of 50 years if closed.

**Correspondence-** *None*

**Public Comments-**

Jackie Erway gave the Board an update on the Sewer Authority. Representative Fox has written a bill that is moving forward. They are hoping to secure the \$18 million, but they did lock in a \$9.4 million loan with the USDA that was approved by the Authority. They have also accepted bids, and the contractors are expected to begin in segments.

Rose Denny, Cadillac, commented that she has been serving her county since 2014. She is the current chair of the Wex Express and was vice chair of the Housing Council & Land Conservancy. She noted she has been reappointed several times without filling out an application, only giving verbal interest. She highlighted that she was a success story of Northern Lakes, being a former consumer and then elected 4 years to be their vice chair. She was one of two members to attend the Winter Conference, and also was named the chair of the Recipient Rights Committee.

She was caught off guard when she was replaced on March 1<sup>st</sup> without being able to give a written statement or chance to be heard. She was told on March 1<sup>st</sup> that the appointment decision would not be made until March 15<sup>th</sup>, and then it was added to the agenda that same day. She received an email from Commissioner Townsend stating he and Gary Taylor fought behind the scenes but were going to be outvoted, so they voted the way they did to show public unanimity. She had family friends reach out to Commissioner Adams, and Commissioner Bush to find out they were only given one application and didn't see the recommendation from Northern Lakes Community Mental Health.

She stated she believed the vote was an abuse of power that hurts the people being served, as well as violates the law and current policies. She asked the Board to rescind their vote that was made on March 1<sup>st</sup>. She noted she has missed her first WexExpress meeting and two NLCMH meetings. If she has to miss more, she will come back with family and friends, and file claims against the surety bonds.

**Liaison Reports-**

Jason Baughan noted that all Safe Schools meetings are suspended until the school year resumes.

Comm Potter attended the MAC Judicial meeting where they discussed the corrections officers binding arbitration.

**Board Comments-**

Comm Adams wanted to add to Ms. Erway's comments that it was very important to accept the loan from the USDA because they needed to show intent. She also wanted to let everyone know she apologized to Rose for her uneducated vote. She was hurt for her, and she wanted to remind commissioners that they can vote to continue members on these Boards, but they need to do so with integrity and kindness.

Comm Potter was very grateful for those citizens who want to be a part of these Boards. He noted that when terms are up, they are not required to keep that person. They took what was in front of them and made a decision. He wanted to highlight that this now gives another citizen a chance to serve. These appointments are not lifetime, and he felt the Board did nothing wrong.

**Chairman's Comments-**

Chair Taylor thanked everyone for attending.

**Adjourn**

**MOTION by Comm. Bush, seconded by Comm. Townsend to adjourn at 4:29 p.m.**

**All in favor.**

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Gary Taylor, Chairperson

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Alaina M. Nyman, County Clerk

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Finance & Appropriations Committee  
**FOR MEETING DATE:** June 21, 2023  
**SUBJECT:** Prosecutor's Office IV-D Reimbursement Agreement

SUMMARY OF ITEM TO BE PRESENTED:

Following is the agreement for reimbursement of Title IV-D Cooperative Reimbursement Program through the Prosecutor's Office. The application was previously approved by the Board on May 17, 2023

RECOMMENDATION:

The Finance Committee forwards a recommendation to the full board to approve the presented IV-D Cooperative Reimbursement Program Agreement for fiscal year 2024.

**Grant Agreement Between**  
**Michigan Department of Health and Human Services**  
**hereinafter referred to as the "Department"**  
**and**  
**County Of Wexford**  
**437 East Division Street**  
**Cadillac Mi 49601**  
**Federal I.D.#: 23-86007337, Unique Entity Identifier:**  
**hereinafter referred to as the "Grantee"**  
**for**  
**Title IV-D Cooperative Reimbursement Program - 2024**  
**Part 1**

**1. Period of Agreement:**

This Agreement will commence on the date of the Grantee's signature or October 1, 2023, whichever is later, and continue through September 30, 2028. No activity will be performed and no costs to the state will be incurred prior to October 1, 2023 or the effective date of the Agreement, whichever is later. Throughout the Agreement, the date of the Grantee's signature or October 1, 2023, whichever is later, will be referred to as the start date. This Agreement is in full force and effect for the period specified.

**2. Program Budget and Agreement Amount:**

**A. Agreement Amount**

The total amount of this Agreement is \$863,310.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$569,784.60. Annual budget amounts are:

	<u>Agreement Period</u>	<u>Amount</u>
Year 1	10/01/2023 through 09/30/2024	\$113,927.88
Year 2	10/01/2024 through 09/30/2025	\$105,764.34
Year 3	10/01/2025 through 09/30/2026	\$111,052.26
Year 4	10/01/2026 through 09/30/2027	\$116,604.84
Year 5	10/01/2027 through 09/30/2028	\$122,435.28

The source of funding provided by the Department can be obtained in the Schedule of Financial Assistance, available on-demand in the EGrAMS electronic grants management system (<http://egramms-mi.com/mdhhs>).

The Agreement is designated as a:

- Subrecipient relationship (federal funding); or
- Recipient (non-federal funding).

The Agreement is designated as:

- Research and development project; or
- Not a research and development project.

**B. Equipment Purchases and Title**

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

**C. Deviation Allowance**

A deviation allowance modifying an established budget category by \$3,000 or 5%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

**3. Purpose:**

The focus of the program is to initiate and carry out proceedings to enforce child support payment orders, and to establish and maintain support orders regarding custody, parenting time, health care coverage, and other relevant child support topics.

**4. Statement of Work:**

The Grantee agrees to undertake, perform and complete the activities described in Attachment A, which is part of this Agreement.

**5. Financial Requirements:**

The financial requirements must be followed as described in Part 2 and Attachment B, which are part of this Agreement.

**6. Performance/Progress Report Requirements:**

The progress reporting methods must be followed as described in Part 2 and Attachment C, which are part of this Agreement.

**7. General Provisions:**

The Grantee agrees to comply with the General Provisions as described in Part 2 and Attachment E, which are part of this Agreement.



**8. Administration of the Agreement:**

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

Sonya Butler     Finance Manager                             (517) 241-7728  
butlers2@michigan.gov

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Name	Title	Telephone No.	Email Address
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**9. Grantee's Financial Contact for the Agreement:**

The financial contact acting on behalf of the Grantee for this Agreement is:

Alaina Nyman     County Clerk

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Name	Title
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anyman@wexfordcounty.org     (231) 779-9450

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

- A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.
- D. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.
- E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.

**11. Special Certification:**

The individual or officer signing this Agreement certifies by their signature that they are authorized to sign this Agreement on behalf of the responsible governing board, official or Grantee.

**12. Signature Section:**

**For the Grantee (all agreement types)**

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Chairperson, County Board of Commissioners	Date
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**For the Grantee (Friend of Court and Combination agreements only)**

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Chief Circuit Judge	Date
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**For the Grantee (Prosecuting Attorney and Combination agreements only)**

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Prosecuting Attorney	Date
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**For the Office of Child Support**

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Director, Bureau of Grants and Purchasing	Date
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**Part 2**  
**General Provisions**

**I. Responsibilities - Grantee**

The Grantee, in accordance with the general purposes and objectives of this Agreement, must:

**A. Publication Rights**

1. Copyright materials only when the Grantee exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include recipient information or personal identification data. Grantee provides the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials.
2. Obtain prior written authorization from the Department's Office of Communications for any materials copyrighted by the Grantee or modifications bearing acknowledgment of the Department's name prior to reproduction and use of such materials. The state of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The state of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Grantee. If the Grantee ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the state of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
3. Obtain written authorization, at least 14 days in advance, from the Department's Office of Communications and give recognition to the Department in any and all publications, papers and presentations arising from the Agreement activities.
4. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
5. Not make any media releases related to this Agreement, without prior written authorization from the Department's Office of Communications.

**B. Fees**

1. Guarantee that any claims made to the Department under this Agreement will not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.
2. Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report those collections on the Financial Status Report. Any under recoveries of otherwise available fees resulting from failure to bill for eligible activities will be excluded from reimbursable expenditures.

**C. Grant Program Operation**

Provide the necessary administrative, professional and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are not commingled.

**D. Reporting**

Utilize all report forms and reporting formats required by the Department at the start 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. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than four years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

**F. Authorized Access**

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.
2. Acknowledge the rights of access in this section are not limited to the

required retention period. The rights of access will last as long as the records are retained.

3. Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Grantee's grant records.

**G. Audits**

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section II. A.).

1. Required Audit or Audit Exemption Notice

Submit to the Department either a Single Audit, Financial Related Audit or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with 2 CFR 200.511(c) for any audit findings that impact the Department funded programs, and management letter (if issued) with a corrective action plan.

a. Single Audit

Grantees that are a state, local government or non-profit organization that expend \$750,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described 2 CFR 200.512 (c).

b. Financial Related Audit

Grantees that are for-profit organizations that expend \$750,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are available at State of Michigan - MDHHS by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if

the audit includes disclosures that may negatively impact the Department funded programs including but not limited to fraud, going concern uncertainties, financial statement misstatements and violations of the Agreement requirements. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the Department funded programs.

3. Due Date and Where to Send

The required audit and any other required submissions (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months of the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. Single Audit reports must be submitted simultaneously to the Department and Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(a). The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold from any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate any current grant agreements if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

Failure to submit the Audit Exemption Notice, when required, may result in withholding from any payment from Department to the Grantee an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

5. Other Audits

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

**H. Subrecipient Monitoring**

1. When passing federal funds through to a subrecipient (if the Agreement

does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:

- a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.332.
  - b. Ensure the subrecipient complies with all the requirements of this Agreement.
  - c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.332(b).
  - d. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
  - e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.
2. Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, 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.
  3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.
  4. Ensure that transactions with subrecipients/contractors comply with laws, regulations and provisions of contracts or grant agreements.

**I. Notification of Modifications**

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

**J. Software Compliance**

Ensure software compliance and compatibility with the Department's data systems for activities 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 must be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing data. All information systems, electronic or hard

copy, that contain state or federal data must be protected from unauthorized access.

**K. Human Subjects**

Comply with Federal Policy for the Protection of Human Subjects, 45 CFR 46. The Grantee agrees that prior to the initiation of the research, the Grantee will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to the Department's IRB for review and approval, 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 Grantee's authorized official.

**L. Mandatory Disclosures**

1. Disclose to the Department in writing within 14 days of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor or an officer or director of Grantee or subcontractor that arises during the term of this Agreement including:
  - a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
  - b. A criminal Proceeding;
  - c. A parole or probation Proceeding;
  - d. A Proceeding under the Sarbanes-Oxley Act;
  - e. A civil Proceeding involving:
    1. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
    2. A governmental or public entity's claim or written allegation of fraud; or
    3. Any complaint filed in a legal or administrative proceeding alleging the Grantee or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Agreement; or
  - f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.
2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

**M. Reserved**

**N. Conflict of Interest and Code of Conduct Standards**

1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).



2. Uphold high ethical standards and be prohibited from the following:
  - a. Holding or acquiring an interest that would conflict with this Agreement;
  - b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
  - c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or
  - d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
3. Immediately notify the Department of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

**O. Travel Costs**

1. Be reimbursed for travel costs (including mileage, meals, and lodging) budgeted and incurred related to activities provided under this Agreement.
  - a. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.
  - b. Federally funded Grantees must comply with Title 2 CFR 200.475.
  - c. State of Michigan travel rates may be found at the following website: [http://www.michigan.gov/dtmb/0,5552,7-358-82548\\_13132---,00.html](http://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html).
  - d. International travel must be pre-approved by the Department and itemized in the budget.

**P. Federal Funding Accountability and Transparency Act (FFATA)**

1. Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:
  - a. The Grantee's federal revenue was 80% or more of the Grantee's annual gross revenue; AND
  - b. Grantee's gross revenue from federal awards was \$25,000,000 or more; AND
  - c. The public does not have access to the information about executive officers' compensation through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.
2. The FFATA Executive Compensation report template can be found in EGrAMS documents.

**Q. Insurance Requirements**

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
  - a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
  - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and
  - c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better.
2. Insurance Types
  - a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add "the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.

If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.
  - b. Workers' Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.
  - c. Employers Liability Insurance or Governmental Self-Insurance.
  - d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
3. Require that subcontractors maintain the required insurances contained in this Section.
4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this Agreement.
5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

**R. Fiscal Questionnaire**

1. Complete and upload the yearly fiscal questionnaire to the EGrAMS agency profile within three months of the start of the Agreement.

2. The fiscal questionnaire template can be found in EGrAMS documents.

**S. Criminal Background Check**

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.
  - a. ICHAT: <http://apps.michigan.gov/ichat>
  - b. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>
  - c. National Sex Offender Registry: <http://www.nsopw.gov>
2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.
  - a. Central Registry: [https://www.michigan.gov/mdhhs/0,5885,7-339-73971\\_7119\\_50648\\_48330-180331--,00.html](https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html)
3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed by the Michigan State Police.

**II. Responsibilities - Department**

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

**A. Reimbursement**

Provide reimbursement in accordance with the terms and conditions of this

Agreement based upon appropriate reports, records and documentation maintained by the Grantee.

**B. Report Forms**

Provide any report forms and reporting formats required by the Department at the start date of this Agreement and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 30 days prior to their required usage in order to afford the Grantee an opportunity to review.

**III. Assurances**

The following assurances are hereby given to the Department:

**A. Compliance with Applicable Laws**

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles and audits, in carrying out the terms of this Agreement. The Grantee will comply with all applicable requirements in the original grant awarded to the Department if the Grantee is a subgrantee. The Department may determine that the Grantee has not complied with applicable federal or state laws, guidelines, rules and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

**B. Anti-Lobbying Act**

The Grantee will comply with the Anti-Lobbying Act (31 U.S.C. 1352) as revised by the Lobbying Disclosure Act of 1995 (2 U.S.C. 1601 et seq.), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services, and Education, and Related Agencies section of the current fiscal year Omnibus Consolidated Appropriations Act. Further, the Grantee must 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 must certify and disclose accordingly.

**C. Non-Discrimination**

1. 1. The Grantee must comply with the Department's non-discrimination statement: The Michigan Department of Health and Human Services does not discriminate against any individual or group on the basis of race, national origin, color, sex, disability, religion, age, height, weight, familial status, partisan considerations, or genetic information. Sex-based discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et

seq.), and any breach thereof may be regarded as a material breach of this Agreement.

2. The Grantee will comply with all federal and state 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 based on race, color or national origin;
  - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;
  - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination based on age;
  - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on 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 based on alcohol abuse or alcoholism;
  - g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
  - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee must include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

**D. Debarment and Suspension**

The Grantee will comply with federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a five-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) or private 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, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

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;
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

**E. Pro-Children Act**

1. The Grantee will comply with the Pro-Children Act of 1994 (P.L. 103-227; 20 U.S.C. 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 activities, education or library activities to children under the age of 18, if the activities 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 activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's activities.
2. The Grantee also assures, in addition to compliance with P.L. 103-227, any activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking must not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities must be smoke-free.

**F. Hatch Act and Intergovernmental Personnel Act**

The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508, 5 U.S.C. 7321-7326), and the Intergovernmental Personnel Act of 1970 (P.L. 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (P.L. 95-454). 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. Employee Whistleblower Protections**

The Grantee will comply with 41 U.S.C. 4712 and must insert this clause in all subcontracts.

**H. Clean Air Act and Federal Water Pollution Control Act**

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1388), as amended.

This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

**I. Victims of Trafficking and Violence Protection Act**

The Grantee will comply with the Victims of Trafficking and Violence Protection Act of 2000 (P.L. 106-386), as amended.

This Agreement and anyone working on this Agreement will be subject to P.L. 106-386 and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

**J. Procurement of Recovered Materials**

The Grantee will comply with section 6002 of the Solid Waste Disposal Act of 1965 (P.L. 89-272), as amended.

This Agreement and anyone working on this Agreement will be subject to section 6002 of P.L. 89-272, as amended, and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

**K. Subcontracts**

For any subcontracted activity or product, the Grantee will ensure:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity or delivery of any subcontracted product. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in writing within 30 days of execution of the Agreement.
2. That any executed subcontract to this Agreement must 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 will prevail.

A conflict between this Agreement and a subcontract, however, will not be deemed to exist where the subcontract:

- a. Contains additional non-conflicting provisions not set forth in this Agreement;
- b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the

Department; or

- c. Requires the subcontractor to perform duties and/or activities in less time than that afforded the Grantee in this Agreement.
3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

**L. Procurement**

1. Grantee will ensure that all purchase transactions, whether negotiated or advertised, are conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200.
2. Funding from this Agreement must not be used for the purchase of foreign goods or services.
3. Preference must be given to goods and services manufactured or provided by Michigan businesses, if they are competitively priced and of comparable quality.
4. Preference must be given to goods and services that are manufactured or provided by Michigan businesses owned and operated by veterans, if they are competitively priced and of comparable quality.
5. Records must be sufficient to document the significant history of all purchases and must be maintained for a minimum of four years after the end of the Agreement period.

**M. Health Insurance Portability and Accountability Act**

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this Agreement, the Grantee assures that it is in compliance with requirements of HIPAA including the following:

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law, or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and



information by the Grantee's employees.

5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

**N. Website Incorporation**

The Department is not bound by any content on Grantee's website or other internet communication platforms or technologies, unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by the Department. The Grantee must not refer to the Department on the Grantee's website or other internet communication platforms or technologies without the prior written approval of the Department.

**O. Survival**

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

**P. State Data**

1. Ownership. The Department's data ("State Data," which will be treated by Grantee as Confidential Information) includes: (a) the Department's data, user data, and any other data collected, used, processed, stored, or generated as the result of this Agreement; (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of this Agreement, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) protected health information ("PHI") collected, used, processed, stored, or generated as the result of this Agreement, which is defined under the Health Insurance Portability and

Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the Department and all right, title, and interest in the same is reserved by the Department.

2. Grantee Use of State Data. Grantee is provided a limited license to State Data for the sole and exclusive purpose of providing the activities outlined in the Agreement's Statement of Work, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Agreement's Statement of Work. Grantee must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the activities described in the Statement of Work, such use and disclosure being in accordance with this Agreement, any applicable Statement of Work, and applicable law; (c) keep and maintain State Data in the continental United States and (d) not use, sell, rent, transfer, distribute, commercially exploit, or otherwise disclose or make available State Data for Grantee's own purposes or for the benefit of anyone other than the Department without the Department's prior written consent. Grantee's misuse of State Data may violate state or federal laws, including but not limited to MCL 752.795.
3. Extraction of State Data. Grantee must, within five business days of the Department's request, provide the Department, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Grantee), an extract of the State Data in the format specified by the Department.
4. Backup and Recovery of State Data. Grantee is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Grantee must maintain a contemporaneous backup of State Data that can be recovered within two hours at any point in time.
5. Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Grantee that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Grantee that relate to the protection of the security, confidentiality, or integrity of State Data, Grantee must, as applicable: (a) notify the Department as soon as practicable but no later than 24 hours of becoming aware of such occurrence; (b) cooperate with the Department in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the Department; (c) in the case of PII or PHI, at the Department's sole election, (i) with approval and assistance from the Department, notify the

affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five calendar days of the occurrence; or (ii) reimburse the Department for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the Department in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Grantee's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless the Department for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the Department in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the Department without charge to the Department; and, (i) provide to the Department a detailed plan within 10 calendar days of the occurrence describing the measures Grantee will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Grantee's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Grantee has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Grantee. The Department will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed, and approved by the Department in writing prior to its dissemination. The parties agree that any damages relating to a breach of this section are to be considered direct damages and not consequential damages.

6. Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within 5 Business Days from the date of termination, return to the other party any and all Confidential Information received from

the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. Upon confirmation from the State, of receipt of all data, Grantee must permanently sanitize or destroy the State's Confidential Information, including State Data, from all media including backups using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitization methods or as otherwise instructed by the State. If the State determines that the return of any Confidential Information is not feasible or necessary, Grantee must destroy the Confidential Information as specified above. The Grantee must certify the destruction of Confidential Information (including State Data) in writing within 5 Business Days from the date of confirmation from the State. Any requirement on the Grantee's part to retain data beyond the end of this contract must be authorized by the State

**Q. Non-Disclosure of Confidential Information**

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.
2. Meaning of Confidential Information  
For the purpose of this Agreement the term "confidential information" means all information and documentation that:
  - a. Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
  - b. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
  - c. Should reasonably be recognized as confidential information of the disclosing party;
  - d. Is unpublished or not available to the general public; or
  - e. Is designated by law as confidential.
3. The term "confidential information" does not include any information or documentation that was:
  - a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);

- b. Already in the possession of the receiving party without an obligation of confidentiality;
  - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
  - d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
  - e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving party).
4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of confidential information. The Grantee will cooperate with the Department in every way possible to regain possession of the confidential information and prevent further unauthorized use or disclosure.

**R. Data Privacy and Information Security**

1. Undertaking by Grantee. Without limiting Grantee's obligation of confidentiality as further described, Grantee is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Grantee, if any, comply with all of the foregoing. In no case will the safeguards of Grantee's data privacy and information security program be less stringent than the safeguards used by the Department, and Grantee must at all times comply with all applicable State policies and standards, which are available to Grantee upon request.
2. Audit by Grantee. No less than annually, Grantee must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the Department.
3. Right of Audit by the State. Without limiting any other audit rights of the Department, the Department has the right to review Grantee's data privacy and information security program prior to the commencement of the Agreement's Statement of Work and from time to time during the term of this Agreement. During the providing of the Agreement's Statement of Work, on an ongoing basis from time to time and without notice, the Department, at its own expense, is entitled to perform, or to have performed, an on-site audit of Grantee's data privacy and information security program. In lieu of an on-site audit, upon request by the

Department, Grantee agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the Department regarding Grantee's data privacy and information security program.

4. Audit Findings. Grantee must implement any required safeguards as identified by the Department or by any audit of Grantee's data privacy and information security program.

**S. Cap on Salaries**

None of the funds awarded to the Grantee through this Agreement will be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management web site, <http://www.opm.gov>, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that a Grantee may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

**IV. Financial Requirements**

**A. Reserved**

**B. Reimbursement Method**

The Grantee will be paid for allowable expenditures incurred by the Grantee, submitted for reimbursement on the Financial Status Reports (FSRs) and approved by the Department. Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.

**C. Financial Status Report Submission**

The Grantee must electronically prepare and submit FSRs to the Department via the EGrAMS website <http://egramms-mi.com/mdhhs>.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

The Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

The instructions for completing the FSR form are available on the EGrAMS

website <http://egram-mi.com/mdhhs>. Send FSR questions to [FSRMDHHS@michigan.gov](mailto:FSRMDHHS@michigan.gov).

**D. Reimbursement Mechanism**

All Grantees must register using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology, Management and Budget's web site: <https://www.michigan.gov/sigmavss>.

**E. Final Obligations and Financial Status Reporting Requirements**

1. Obligation Report

The Obligation Report, based on annual guidelines, must be submitted by the due date established by and using the format provided by the Department's Expenditures Operations Division. The Grantee must provide an estimate of unbilled expenditures for the entire Agreement period. The information on the report will be used to record the Department's year-end accounts payable and receivable for this Agreement.

2. Department-wide Payment Suspension

A temporary payment suspension is in effect on agreements during the Department's year-end closing period. The Department will notify the Grantee of the date by which FSRs should be submitted to ensure payment prior to the payment suspension period.

3. Final FSRs

Final FSRs are due 30 days following the end of the Agreement period. The final FSR must be clearly marked "Final." Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in a potential reduction in a subsequent year's Agreement amount.

**F. Unobligated Funds**

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

**G. Indirect Costs**

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 10% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Governmental Grantees with an existing cost allocation plan may budget accordingly in lieu of an indirect cost rate. Non-governmental Grantees may use a cost allocation plan only if the plan was in place prior to December 26, 2014.

**V. Agreement Termination**

This Agreement may be terminated without further liability or penalty to the Department for any of the following reasons:

- A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.
- C. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.
- D. Immediately if the Department determines that Grantee fails or has failed to meet its obligations under Part 2 Section III. R.

**VI. Stop Work Order**

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for activities, Grantee's incurred expenses or financial losses, or any additional compensation during a stop work period.

**VII. Final Reporting Upon Termination**

Should this Agreement be terminated by either party, within 30 days after the termination, the Grantee must provide the Department with all financial, performance and other reports required as a condition of this Agreement. The Department will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Grantee must immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

**VIII. Severability**

If any part of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining parts of the Agreement will continue in full force and effect.

**IX. Waiver**

Failure by the Department to enforce any provision of this Agreement will not constitute a waiver of the Department's right to enforce any other provision of this Agreement.

**X. Amendments**

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the Grantee which would affect the Department funding of any project must be submitted in writing to the Department immediately upon determining the need for such change. The Department has sole discretion to approve or deny the amendment request. The Grantee must, upon request of the Department and receipt of a proposed amendment, amend this Agreement.



**XI. Liability**

The Grantee assumes all liability to third parties, loss, or damage because of claims, demands, costs, or judgments arising out of activities, such as but not limited to direct activity delivery, to be carried out by the Grantee in the performance of this Agreement, under the following conditions:

- A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, or anyone directly or indirectly employed by the Grantee.
- B. Nothing herein will be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

The Department is not liable for consequential, incidental, indirect or special damages, regardless of the nature of the action.

**XII. State of Michigan Agreement**

This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Agreement must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Grantee waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint an agent in Michigan to receive service of process.

## A Attachment A - Statement of Work

The Grantee shall comply with the following Performance Standards:

1. **CAR Processing** (for Prosecuting Attorney and combined offices ONLY): CARS are evaluated and acted upon (progressed from “EVCAR” to the next minor activity on the Legal Processing [LPRO] screen) pursuant to IV-D policy and recorded in MiCSES within 14 calendar days of receipt.
2. **Locate:** Cases must have, documented in MiCSES, at least one locate attempt using either automated or manual methods (including but not limited to an FCR or NCOA submission, or accessing MiCSES or Business Objects locate results or postal verification) within 75 days of a non-custodial parent (NCP) being unlocated and no payment was received within the last 6 months and at least once every 90 days thereafter until located.
3. **SOP** (for Prosecuting Attorney and combined offices ONLY): Successful SOP pursuant to Michigan IV-D Child Support Manual Section 4.15.
4. **Order Establishment** (for Prosecuting Attorney and combined offices ONLY): IV-D cases must have an order established pursuant to Michigan IV-D Child Support Manual Section 4.15 within 6 months for child support (DS) and paternity (DP) cases.
5. **Review and Modification** (for Friend of the Court and combined offices ONLY): Complete the Modification and Review process as described in the Michigan IV-D Child Support Manual, Section 3.45 within 180 days of request or locating the non-requesting parent or other initiation of the review or modification.
6. **Medical Support:** Child support orders must contain provisions ordering one or both parties to provide medical insurance or cash medical support.
7. **Timely Enforcement** (for Friend of the Court and combined offices ONLY): Initiate or continue enforcement within thirty days of locating an NCP for all cases utilizing either manual or automated tools other than FTRO and STRO.
8. **Training:** IV- D staff (this does not include county IT staff who have no other IV-D duties) take one (1) hour of customer service training each fiscal year. IV-D staff (this does not include county IT staff who have no other IV-D duties) take four (4) hours of IV-D training each fiscal year.

The Grantee shall comply with the following Performance Evaluation and Monitoring. The performance standards are considered to be met as follows:

1. **CAR Processing:** 75% of CARs were evaluated and acted on pursuant to IV-D policy and recorded in MiCSES within 14 calendar days.
2. **Locate:** 75% of cases had documented in MiCSES a locate attempt within 75 days of an NCP being unlocated and every 90 days thereafter until

located.

3. **SOP:** 75% of cases had a successful SOP pursuant to Michigan IV-D Child Support Manual Section 4.15. Note: If from the date of the court action referral initiation, there are at least 75 days remaining in the federally required 90-day SOP timeframe (the timeframe is maintained in MiCSES as the federal expiration dates [aka "FED"]), then the SOP requirement pursuant to Michigan IV-D Child Support Manual Section 4.15 must be met and those cases are included in the evaluation. Any cases in which MiCSES calculated the federal expiration dates before March 4, 2016 are excluded from the evaluation of the performance standard.
4. **Order Establishment:** 75% of child support (DS) and paternity (DP) cases have an order established pursuant to Michigan IV-D Child Support Manual Section 4.15 within 6 months.
5. **Review and Modification:** The review and modifications are performed in accordance with the Michigan IV-D Child Support Manual, Section 3.45 and 75% are completed within 180 days.
6. **Medical Support:** 75% of cases include provisions ordering one or both parties to provide medical insurance or cash medical support.
7. **Timely Enforcement:** Enforcement was initiated or continued within thirty days of locating an NCP in 75% of cases.
8. **Training:** 80% of IV- D staff (this does not include county IT staff who have no other IV-D duties) take one (1) hour of customer service training each fiscal year. 80% of IV-D staff (this does not include county IT staff who have no other IV-D duties) take four (4) hours of IV-D training each fiscal year.

## **B Attachment B - Budget**

**Budget Summary - 2024**

**A. CONTRACT DESCRIPTION**

COUNTY : Wexford CONTRACT NO : CSPA24-83002  
 PROVIDER : \_\_\_\_\_ FOC \_\_\_\_\_ PA  COM \_\_\_\_\_  
 FISCAL YEAR : 2024 AMENDME LINE ITEM  
 : \_\_\_\_\_ NT \_\_\_\_\_ TRANSFER \_\_\_\_\_

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2024 IV-D Budget	Adjustment To 2024 IV-D Budget	Revised 2024 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION B</b>				
1. FTE Positions	1.55	0.00	0.00	8.50
2. % of Total FTE	18.24	0.00	0.00	100.00
3. Caseload % (FOC, COM)	100.00	0.00	0.00	100.00
Budget Categories	Current 2024 IV-D Budget	Adjustment To 2024 IV-D Budget	Revised 2024 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION C</b>				
1. Personnel	125,261.34	0.00	0.00	740,464.68
2. Data Processing	638.40	0.00	0.00	3,500.00
3. Other Direct	14,801.19	0.00	0.00	52,575.46
4. Central Services	31,667.07	0.00	0.00	173,613.31
5. Paternity Testing	250.00	0.00	0.00	250.00
<b>6. TOTAL EXPENDITURES</b>	<b>172,618.00</b>	<b>0.00</b>	<b>0.00</b>	<b>970,403.45</b>
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>172,618.00</b>	<b>0.00</b>	<b>0.00</b>	<b>970,403.45</b>
11. Federal Incentives	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>172,618.00</b>	<b>0.00</b>	<b>0.00</b>	<b>970,403.45</b>
13. County Share @ 34.00%	58,690.12	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	113,927.88	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>113,927.88</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

## Budget Summary - 2025

### A. CONTRACT DESCRIPTION

COUNTY : Wexford CONTRACT NO : CSPA24-83002  
 PROVIDER : \_\_\_\_\_ FOC \_\_\_\_\_ PA  COM \_\_\_\_\_  
 FISCAL YEAR : 2025 AMENDMEN T \_\_\_\_\_ LINE ITEM TRANSFER \_\_\_\_\_

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2025 IV-D Budget	Adjustment To 2025 IV-D Budget	Revised 2025 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION B</b>				
1. FTE Positions	1.55	0.00	0.00	8.50
2. % of Total FTE	18.24	0.00	0.00	100.00
3. Caseload % (FOC, COM)	100.00	0.00	0.00	100.00
Budget Categories	Current 2025 IV-D Budget	Adjustment To 2025 IV-D Budget	Revised 2025 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION C</b>				
1. Personnel	113,529.21	0.00	0.00	686,464.68
2. Data Processing	547.20	0.00	0.00	3,000.00
3. Other Direct	12,672.17	0.00	0.00	40,903.21
4. Central Services	33,250.42	0.00	0.00	182,293.97
5. Paternity Testing	250.00	0.00	0.00	250.00
<b>6. TOTAL EXPENDITURES</b>	<b>160,249.00</b>	<b>0.00</b>	<b>0.00</b>	<b>912,911.86</b>
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>160,249.00</b>	<b>0.00</b>	<b>0.00</b>	<b>912,911.86</b>
11. Federal Incentives	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>160,249.00</b>	<b>0.00</b>	<b>0.00</b>	<b>912,911.86</b>
13. County Share @ 34.00%	54,484.66	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	105,764.34	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>105,764.34</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Budget Summary - 2026**

**A. CONTRACT DESCRIPTION**

COUNTY : Wexford CONTRACT NO : CSPA24-83002  
 PROVIDER : \_\_\_\_\_ FOC \_\_\_\_\_ PA  \_\_\_\_\_ COM \_\_\_\_\_  
 FISCAL YEAR : 2026 AMENDMEN T \_\_\_\_\_ LINE ITEM TRANSFER \_\_\_\_\_

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
<b>Allocation Factors</b>	<b>Current 2026 IV-D Budget</b>	<b>Adjustment To 2026 IV-D Budget</b>	<b>Revised 2026 IV-D Budget</b>	<b>Provider's Total Eligible Budget</b>
<b>SECTION B</b>				
1. FTE Positions	1.58	0.00	0.00	8.50
2. % of Total FTE	18.59	0.00	0.00	100.00
3. Caseload % (FOC, COM)	100.00	0.00	0.00	100.00
<b>Budget Categories</b>	<b>Current 2026 IV-D Budget</b>	<b>Adjustment To 2026 IV-D Budget</b>	<b>Revised 2026 IV-D Budget</b>	<b>Provider's Total Eligible Budget</b>
<b>SECTION C</b>				
1. Personnel	118,714.93	0.00	0.00	703,464.68
2. Data Processing	650.65	0.00	0.00	3,500.00
3. Other Direct	13,062.55	0.00	0.00	42,389.90
4. Central Services	35,582.87	0.00	0.00	191,408.67
5. Paternity Testing	250.00	0.00	0.00	250.00
<b>6. TOTAL EXPENDITURES</b>	<b>168,261.00</b>	<b>0.00</b>	<b>0.00</b>	<b>941,013.25</b>
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>168,261.00</b>	<b>0.00</b>	<b>0.00</b>	<b>941,013.25</b>
11. Federal Incentives	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>168,261.00</b>	<b>0.00</b>	<b>0.00</b>	<b>941,013.25</b>
13. County Share @ 34.00%	57,208.74	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	111,052.26	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>111,052.26</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Budget Summary - 2027**

**A. CONTRACT DESCRIPTION**

COUNTY : Wexford CONTRACT NO : CSPA24-83002  
 PROVIDER : \_\_\_\_\_ FOC \_\_\_\_\_ PA  \_\_\_\_\_ COM \_\_\_\_\_  
 FISCAL YEAR : 2027 AMENDMEN T \_\_\_\_\_ LINE ITEM TRANSFER \_\_\_\_\_

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
<b>Allocation Factors</b>	<b>Current 2027 IV-D Budget</b>	<b>Adjustment To 2027 IV-D Budget</b>	<b>Revised 2027 IV-D Budget</b>	<b>Provider's Total Eligible Budget</b>
<b>SECTION B</b>				
1. FTE Positions	1.63	0.00	0.00	8.50
2. % of Total FTE	19.18	0.00	0.00	100.00
3. Caseload % (FOC, COM)	100.00	0.00	0.00	100.00
<b>Budget Categories</b>	<b>Current 2027 IV-D Budget</b>	<b>Adjustment To 2027 IV-D Budget</b>	<b>Revised 2027 IV-D Budget</b>	<b>Provider's Total Eligible Budget</b>
<b>SECTION C</b>				
1. Personnel	124,623.25	0.00	0.00	704,464.68
2. Data Processing	575.40	0.00	0.00	3,000.00
3. Other Direct	12,677.56	0.00	0.00	39,334.95
4. Central Services	38,547.79	0.00	0.00	200,979.11
5. Paternity Testing	250.00	0.00	0.00	250.00
<b>6. TOTAL EXPENDITURES</b>	<b>176,674.00</b>	<b>0.00</b>	<b>0.00</b>	<b>948,028.74</b>
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>176,674.00</b>	<b>0.00</b>	<b>0.00</b>	<b>948,028.74</b>
11. Federal Incentives	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>176,674.00</b>	<b>0.00</b>	<b>0.00</b>	<b>948,028.74</b>
13. County Share @ 34.00%	60,069.16	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	116,604.84	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>116,604.84</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Budget Summary - 2028**

**A. CONTRACT DESCRIPTION**

COUNTY : Wexford CONTRACT NO : CSPA24-83002  
 PROVIDER : \_\_\_\_\_ FOC \_\_\_\_\_ PA  \_\_\_\_\_ COM \_\_\_\_\_  
 FISCAL YEAR : 2028 AMENDMEN T \_\_\_\_\_ LINE ITEM TRANSFER \_\_\_\_\_

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
<b>Allocation Factors</b>	<b>Current 2028 IV-D Budget</b>	<b>Adjustment To 2028 IV-D Budget</b>	<b>Revised 2028 IV-D Budget</b>	<b>Provider's Total Eligible Budget</b>
<b>SECTION B</b>				
1. FTE Positions	1.65	0.00	0.00	8.50
2. % of Total FTE	19.41	0.00	0.00	100.00
3. Caseload % (FOC, COM)	100.00	0.00	0.00	100.00
<b>Budget Categories</b>	<b>Current 2028 IV-D Budget</b>	<b>Adjustment To 2028 IV-D Budget</b>	<b>Revised 2028 IV-D Budget</b>	<b>Provider's Total Eligible Budget</b>
<b>SECTION C</b>				
1. Personnel	129,313.73	0.00	0.00	722,464.68
2. Data Processing	543.48	0.00	0.00	2,800.00
3. Other Direct	14,440.24	0.00	0.00	48,048.87
4. Central Services	40,960.55	0.00	0.00	211,028.07
5. Paternity Testing	250.00	0.00	0.00	250.00
<b>6. TOTAL EXPENDITURES</b>	<b>185,508.00</b>	<b>0.00</b>	<b>0.00</b>	<b>984,591.62</b>
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>185,508.00</b>	<b>0.00</b>	<b>0.00</b>	<b>984,591.62</b>
11. Federal Incentives	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>185,508.00</b>	<b>0.00</b>	<b>0.00</b>	<b>984,591.62</b>
13. County Share @ 34.00%	63,072.72	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	122,435.28	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>122,435.28</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>



### Budget Abstract Summary

Description	2024	2025	2026	2027	2028	Total
<b>SECTION B</b>						
1. FTE Positions	1.55	1.55	1.58	1.63	1.65	7.96
2. % of Total FTE	18.24	18.24	18.59	19.18	19.41	93.66
3. Caseload % (FOC, COM)	100.00	100.00	100.00	100.00	100.00	500.00
<b>SECTION C</b>						
1. Personnel	125,261.34	113,529.21	118,714.93	124,623.25	129,313.73	611,442.46
2. Data Processing	638.40	547.20	650.65	575.40	543.48	2,955.13
3. Other Direct	14,801.19	12,672.17	13,062.55	12,677.56	14,440.24	67,653.71
4. Central Services	31,667.07	33,250.42	35,582.87	38,547.79	40,960.55	180,008.70
5. Paternity Testing	250.00	250.00	250.00	250.00	250.00	1,250.00
<b>6. TOTAL EXPENDITURES</b>	<b>172,618.00</b>	<b>160,249.00</b>	<b>168,261.00</b>	<b>176,674.00</b>	<b>185,508.00</b>	<b>863,310.00</b>
7. Service Fees	0.00	0.00	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>172,618.00</b>	<b>160,249.00</b>	<b>168,261.00</b>	<b>176,674.00</b>	<b>185,508.00</b>	<b>863,310.00</b>
11. Federal Incentives	0.00	0.00	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>172,618.00</b>	<b>160,249.00</b>	<b>168,261.00</b>	<b>176,674.00</b>	<b>185,508.00</b>	<b>863,310.00</b>
13. County Share @ 34.00%	58,690.12	54,484.66	57,208.74	60,069.16	63,072.72	293,525.40
14. State Share (IV-D) @ 66.00%	113,927.88	105,764.34	111,052.26	116,604.84	122,435.28	569,784.60
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>113,927.88</b>	<b>105,764.34</b>	<b>111,052.26</b>	<b>116,604.84</b>	<b>122,435.28</b>	<b>569,784.60</b>

- B3**      **Attachment B3 - Equipment Inventory Schedule**  
[Attachment B3 - Equipment Inventory Schedule](#)
- C**        **Attachment C - Performance Report Requirements**  
[Attachment C - Performance/Progress Report Requirements](#)
- E**        **Attachment E - Program Requirements**  
[Attachment E - Program Specific Requirements](#)

J.2.

**2023 TAX RATE REQUEST** (This form must be completed and submitted on or before September 30, 2023)  
**MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS**

<b>County</b> <b>Wexford</b>	2023 Taxable Value of ALL Properties in the Unit as of 5-03-23	<b>1,225,739,569</b>
<b>Local Government Unit</b> <b>Wexford County</b>	For LOCAL School Districts: 2023 Taxable Value Excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commerical Personal Properties if a millage is levied against them	

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE CAREFULLY.

You must complete this form for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec. 211.119.  
The following tax rates have been authorized for levy on the 2023 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election, Charter, etc.	(5) 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2023 Current Year "Headlee" Millage Reduction Fraction	(7) 2023 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing of Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy*	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Alloc.	Gen. Operating	11/2/1971	7.5000	6.6615	1.0000	6.6615	1.0000	6.6615	6.6615		Allocated
Voted	Senior	8/4/2020		0.9825	1.0000	0.9825	1.0000	0.9825		0.9825	12/31/2026
Voted	Safety	8/7/2018		1.4246	1.0000	1.4246	1.0000	1.4246		1.4246	12/31/2023
Voted	Veterans	8/7/2018		0.0981	1.0000	0.0981	1.0000	0.0981		0.0981	12/31/2023
Voted	Animal Control	8/4/2020		0.1964	1.0000	0.1964	1.0000	0.1964		0.1964	12/31/2023
Voted	MSUE	8/4/2020		0.1669	1.0000	0.1669	1.0000	0.1669		0.1669	12/31/2025

Prepared by <b>Clifford Porterfield</b>	Telephone Number 231-779-9470	Title <b>Equalization Director</b>	Date 06/03/21
--	----------------------------------	---------------------------------------	------------------

**CERTIFICATION:** As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary, to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34, and for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, MCL 380.1211(3).

<input checked="" type="checkbox"/> Clerk	Signature	Type Name	Date
<input type="checkbox"/> Secretary		<b>Alaina M Nyman</b>	
<input checked="" type="checkbox"/> Chairperson	Signature	Type Name	Date
<input type="checkbox"/> President		<b>Gary Taylor</b>	

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2008 for instructions on completing this section.	
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	RATE
For Principal Residence, Qualified Ag. Ouqlified Forest and Industrial Personal	
For Commerical Personal	
For all Other	

\*Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in Column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in coulum 9.

**\*\* IMPORTANT:** See instructions on the reverse side for the correct method of calculating the millage rate in column (5).

**2023 MILLAGE REDUCTION FRACTION CALCULATIONS WORKSHEET**

L-4034

**INCLUDING MILLAGE REDUCTION FRACTION CALCULATIONS NOT SPECIFICALLY ASSIGNED TO THE COUNTY EQUALIZATION DIRECTOR BY LAW**

**Wexford COUNTY**

**TAXING JURISDICTION:**

**83 Wexford County**

2022 Unit Total Taxable Value	(Prior TV)	1,141,037,480
2023 Losses to prior Taxable Value (MCL 211.34d)	(Losses TV)	11,878,387
2023 Additions (MCL211.34d)	(Additions TV)	30,088,326
2023 Unit Total Final Taxable Value (based on S.E.V.)	(Current TV)	1,225,739,569
2023 Unit Total Taxable Value based on Assessed Valuation	(AV based TV)	1,225,739,569
2023 Unit Total Taxable Value based on C.E.V.	(CEV based TV)	1,225,739,569
2022 Inflation Rate (for 2023 Calculations)	(2022 CPI)	1.079

1. Section 211.34d, M.C.L., "Headlee" (for each unit of local government)

See STC Bulletins 3 of 1995 and 3 of 1997 regarding the calculation of additions and losses.

$$\begin{array}{r}
 ( \text{2022 Total T.V.} - \text{2023 Losses} ) \times \text{CPI} \\
 ( \text{1,141,037,480} - \text{11,878,387} ) \times 1.079 = \frac{1,218,362,661}{1,195,651,243} = \boxed{1.0000} \\
 ( \text{2023 Total T.V.} - \text{2023 Additions} ) \\
 \text{ACTUAL} \quad 1.0190
 \end{array}$$

2023 Millage Reduction Fraction (Headlee)  
Round to 4 decimal places in the conventional manner.

2a. Section 211.34, M.C.L., "Truth in Assessing" (for cities and townships if S.E.V. exceeds A.V. 1 2023 only)

$$\frac{\text{2023 Unit Total Taxable Value based on AV}}{\text{2023 Unit Total Final Taxable Value (based on S.E.V.)}} = \frac{1,225,739,569}{1,225,739,569} = \boxed{1.0000}$$

2023 Rollback Fraction (Truth in Assessing)  
Round to 4 decimal places in the conventional manner.

See STC Bulletin No. 6 of 2023 for more information regarding this calculation.

2b. Section 211.34, M.C.L., "Truth in County Equalization" (for villages, counties and authorities if S.E.V. exceeds C.E.V. for 2023 only)

$$\frac{\text{2023 Unit Total Taxable Value based on C.E.V.}}{\text{2023 Unit Total Final Taxable Value (based on S.E.V.)}} = \frac{1,225,739,569}{1,225,739,569} = \boxed{1.0000}$$

2023 Rollback Fraction (Truth in County Equalization)  
Round to 4 decimal places in the conventional manner.

See STC Bulletin No. 6 of 2023 for more information regarding this calculation.

3. Section 211.24e, M.C.L., "Truth in Taxation" (for each taxing jurisdiction that levied more than 1 mill for operating purposes in 2022 only)

$$\begin{array}{r}
 ( \text{2,022 Total T.V.} - \text{2023 Losses} ) \\
 ( \text{1,141,037,480} - \text{11,878,387} ) \\
 ( \text{1,225,739,569} - \text{30,088,326} ) \\
 ( \text{2023 Total T.V.} - \text{2023 Additions} )
 \end{array}
 = \frac{1,129,159,093}{1,195,651,243} = \boxed{0.9444}$$

2023 Base Tax Rate Fraction (Truth in Taxation)  
Round to 4 decimal places in the conventional manner.

Use the same amounts for additions and losses as were used for the 211.34d ("Headlee") rollback.

NOTE: The truth in taxation BTRF is independent from the cumulative millage reductions provided by MCL sections 211.34d and 211.34. The Base Tax Rate equals the BTRF X last year's Operating Rate levied.

### HEADLEE & MCL 211.34 ROLLBACK COMPUTATIONS

SOURCE AND PURPOSE OF OPERATING ONLY MILLAGE	PRIOR YEAR'S PERM REDUCED or REDUCED NEWLY VOTED MILLAGE see MCL 211.34d(9)	CURRENT MILLAGE REDUCTION FRACTION	CURRENT PERM. REDUCED MILLAGE *	TRUTH IN ASSESSING or TRUTH IN EQUALIZATION FRACTION	CURRENT MAXIMUM ALLOWABLE MILLAGE RATE
Post debt & specials to L-4029.	Last year's L-4029	L-4029 col. (6)	L-4029 col. (7)	L-4029 col. (8)	L-4029 col. (9)
	col. (7)				
Alloc. Gen. Ope	6.6615	x 1.0000	= 6.6615	x 1.0000	= 6.6615
Was the above millage approved since this April 30? Y = YES					
Voted Senior	0.9825	x 1.0000	= 0.9825	x 1.0000	= 0.9825
Was the above millage approved since this April 30? Y = YES					
Voted Safety	1.4246	x 1.0000	= 1.4246	x 1.0000	= 1.4246
Was the above millage approved since this April 30? Y = YES					
Voted Veterans	0.0981	x 1.0000	= 0.0981	x 1.0000	= 0.0981
Was the above millage approved since this April 30? Y = YES					
Voted Animal Cont	0.1964	x 1.0000	= 0.1964	x 1.0000	= 0.1964
Was the above millage approved since this April 30? Y = YES					
Voted MSUE	0.1669	x 1.0000	= 0.1669	x 1.0000	= 0.1669
Was the above millage approved since this April 30? Y = YES					
		x 1.0000	= 0.0000	x 1.0000	= 0.0000
Was the above millage approved since this April 30? Y = YES					
Total of newly voted & last year's perm reduced millage.	9.5300		9.5300		9.5300
			2023 MAXIMUM ALLOWABLE OPERATING MILLAGE UNDER HEADLEE & MCL 211.34 =		9.5300

NOTE: The only way to levy more than your maximum millage due to the Headlee rollback is to have voters approve additional millage.

### TRUTH IN TAXATION COMPUTATIONS

2023 BASE TAX RATE FRACTION:	(from L-4034)	0.9444	(1)
2022 OPERATING MILLAGE RATE:	(actually levied)	9.5300	(2)
2023 BASE TAX RATE:	(w/out hearing)	9.0001	(1) x (2) = (3)
2023 MAX. ALLOWABLE OPERATING MILLAGE RATE:		9.5300	(from above) = (4)
MINUS 2023 BASE TAX RATE:	(B.T.R.)	9.0001	(3) = (5)
MILLAGE INCREASE:	(with a hearing)	0.5299	(4) - (5) = (6) or
			(7) - (5) = (6)

MILLAGE INCREASE	0.5299	
2023 BASE TAX RATE	9.0001	= 5.89%
		MILLAGE INCREASE FROM HEARING*
2023 TV x .001 x MILLAGE INCREASE		= \$ 649,519
		REVENUE INCREASE FROM HEARING

( 2023 TV x 2023 BASE RATE) -1	11,031,779	
( 2022 TV x 2022 ACTUAL OPER RATE) =	10,874,087	= 0.00%
		2023 REVENUE INCREASE WITHOUT HEARING

\*Must be published in notice of public hearing on increasing property taxes. Your current year's millage cannot exceed your maximum under Truth in Taxation unless authorized by the governing body at the hearing. Your current year's millage cannot exceed your Headlee maximum without a millage election.

**Wexford County**  
**TRUTH IN TAXATION REVENUE GAIN CALCULATION**

<u>PURPOSE AND SOURCE OF MILLAGE</u>	<u>HEADLEE MAXIMUM AMOUNT</u>	<u>MILLAGE GAIN WITH TRUTH IN TAXATION</u>	<u>UNIT'S TAXABLE VALUE</u>	<u>TRUTH IN TAXATION REVENUE GAINED</u>
<u>Alloc.</u> <u>Gen. Operat</u>	<u>6.6615</u>	<u>0.3704</u> x	1,225,739,569	= \$ <b><u>454,014</u></b>
<u>Voted</u> <u>Senior</u>	<u>0.9825</u>	<u>0.0546</u> x	1,225,739,569	= \$ <b><u>66,925</u></b>
<u>Voted</u> <u>Safety</u>	<u>1.4246</u>	<u>0.0792</u> x	1,225,739,569	= \$ <b><u>97,079</u></b>
<u>Voted</u> <u>Veterans</u>	<u>0.0981</u>	<u>0.0055</u> x	1,225,739,569	= \$ <b><u>6,742</u></b>
<u>Voted</u> <u>Animal Cont</u>	<u>0.1964</u>	<u>0.0109</u> x	1,225,739,569	= \$ <b><u>13,361</u></b>
<u>Voted</u> <u>MSUE</u>	<u>0.1669</u>	<u>0.0093</u> x	1,225,739,569	= \$ <b><u>11,399</u></b>
	<u>9.5300</u>	<u>0.5299</u>		<b><u>\$ 649,519</u></b>
		<b>BALANCES</b>		<b>BALANCES</b>
		0.5299		\$ 649,519

**MAXIMUM ALLOWABLE MILLAGES WITHOUT TRUTH IN TAXATION HEARING**

<u>PURPOSE AND SOURCE OF MILLAGE</u>	<u>HEADLEE MAXIMUM AMOUNT</u>	<u>MULTIPLIER WITHOUT TR. IN TAX.</u>	<u>MAXIMUM MILLAGE WITHOUT TR. IN TAX.</u>	<u>MAXIMUM REVENUE WITHOUT TR. IN TAX.</u>
<u>Alloc.</u> <u>Gen. Operat</u>	<u>6.6615</u>	x 0.944397 =	<b><u>6.2911</u></b>	<b>\$ 7,711,250</b>
<u>Voted</u> <u>Senior</u>	<u>0.9825</u>	x 0.944397 =	<b><u>0.9279</u></b>	<b>\$ 1,137,364</b>
<u>Voted</u> <u>Safety</u>	<u>1.4246</u>	x 0.944397 =	<b><u>1.3454</u></b>	<b>\$ 1,649,110</b>
<u>Voted</u> <u>Veterans</u>	<u>0.0981</u>	x 0.944397 =	<b><u>0.0926</u></b>	<b>\$ 113,503</b>
<u>Voted</u> <u>Animal Cont</u>	<u>0.1964</u>	x 0.944397 =	<b><u>0.1855</u></b>	<b>\$ 227,375</b>
<u>Voted</u> <u>MSUE</u>	<u>0.1669</u>	x 0.944397 =	<b><u>0.1576</u></b>	<b>\$ 193,177</b>
<b>TOTALS</b>	<u>9.5300</u>		<b><u>9.0001</u></b>	<b><u>\$ 11,031,779</u></b>
			<b>BALANCES</b>	<b>BALANCES</b>
			9.0001	11,031,779

The following notice is required by MCL Section 211.24e which provides:

- 1) The body of the notice must be set in 12 point type or larger.
- 2) The headline "Notice of Public Hearing on Increasing Property Taxes" must be set in 18 point type or larger.
- 3) The notice cannot be smaller than 8 column inches by 4 horizontal inches.
- 4) The notice cannot be placed in the portion of the newspaper reserved for legal notices or classified advertising.

### Notice of Public Hearing on Increasing Property Taxes

The \_\_\_\_\_ of the Wexford County  
name of governing body name of taxing unit  
 will hold a public hearing on a proposed increase of 0.5299 mills in the operating tax millage rate to be levied on property in 2013.

The hearing will be held on \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_  
day date time a.m./p.m.  
 at \_\_\_\_\_,  
place address

The date and location of the meeting to take action on the proposed additional millage will be announced at this public meeting.

If adopted, the proposed additional millage will increase operating revenues from ad valorem property taxes 5.89% over such revenues generated by levies permitted without holding a hearing. If the proposed additional millage rate is not approved, the operating revenue will increase by 0.00% over the preceding year's operating revenue.

The taxing unit publishing this notice, and identified below, has complete authority to establish the number of mills to be levied from within its authorized millage rate.

This notice is published by:

\_\_\_\_\_  
**Wexford County**  
name of taxing unit  
 \_\_\_\_\_  
street address  
 \_\_\_\_\_  
city, state, zip  
 \_\_\_\_\_  
phone

# TRUTH IN TAXATION NOTICE

## INSTRUCTIONS TO LOCAL GOVERNMENTS

This notice is not required if the local taxing unit complies with section 16 of the Uniform Budgeting and Accounting Act, PA 2 of 1968 as amended, being section 141.436 of the Michigan Compiled Laws. If a local taxing unit does not comply with section 16 of the Uniform Budgeting and Accounting Act, the following instructions still apply.

MCL, Section 211.24e requires that notice of a public hearing be published by a local taxing unit which proposes to increase operating tax levies over the maximum amount allowed to be levied without a hearing. Notice may be published alone or included with the notice of public hearing on a unit's budget held pursuant to MCL, Section 141.412. The preceding model notice fulfills the requirements under MCL, Section 211.24e. It can be completed with all the information provided and forwarded to the appropriate newspaper for publication.

Other pertinent information can be included in the notice. This sample notice form meets minimum legal requirements.

In addition to publishing requirements, the notice must be posted at the principal office of the taxing unit.

The notice must be published in a newspaper of general circulation in the taxing unit. Publication must occur six or more days before the public hearing.

The proposed additional millage rate must be established by a resolution adopted by the governing body of the taxing unit before it conducts the public hearing.

Not more than ten days after public hearing, a taxing unit may approve the levy of an additional millage rate equal to or less than the proposed additional millage rate that was published and on which a public hearing has been held.



Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan on the twenty-first day of June 2023 at 4:00 p.m.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preamble and resolution were offered by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_.

**RESOLUTION NO. 23-12  
2023 SUMMER MILLAGE RATE FOR FISCAL YEAR 2023 BUDGET**

**WHEREAS**, the voters of Wexford County did approve, on November 2, 1971 a fixed millage allocation of 7.500 Mills for Wexford County, subsequently reduced to 6.6615 through Headlee Rollbacks, and

**WHEREAS**, the State of Michigan in Public Act 357 of 2004 voted that the County of Wexford shall levy 100% of its reduced millage on the summer tax bill and

**BE IT RESOLVED**, that the Wexford County Board of Commissioners will levy 6.6615 Mills in Ad Valorem Property Taxation in the summer 2023 collection for General Fund #101 operations.

**BE IT FURTHER RESOLVED**, that the Wexford County Board of Commissioners did comply with Section 16 of the Uniform Budgeting and Accounting Act during Budget Hearings for the 2023 Budget.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED

\_\_\_\_\_  
Gary Taylor, Chairman, Wexford County Board of Commissioners

\_\_\_\_\_  
Alaina Nyman, County Clerk

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF WEXFORD    )

I hereby certify that the foregoing is a true and complete copy of Resolution 23-12 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on June 21, 2023, and I further certify that public notice of such meeting was given as provided by law.

\_\_\_\_\_  
Alaina M. Nyman, County Clerk



## OFFICE OF THE SHERIFF • WEXFORD COUNTY

Trent J Taylor  
Sheriff

Richard R. Doehring  
Undersheriff

**Project Proposal: Opioid Recovery Funds  
Wexford County Sheriff's Office  
March 2023**

Wexford County Sheriff's Office is requesting funding for a Thermo Scientific TruNarc Handheld Narcotics Analyzer for the Wexford County Sheriff's Office. The device will be used in the field by Deputies to identify potentially lethal narcotics they may handle. With the identification of the suspected narcotic from the TruNarc, deputies will be able to give the identity of the suspected narcotic to corrections deputies who can help the jail medical staff and court officials in determining the best possible current treatment for the individual. This will help in determining proper care and treatment during jail incarceration and establishing future treatment options for the specific identified drug with treatment centers.

The TruNarc device will free up valuable lab time for higher priority cases. This device will also reduce the demand for lab testing, which in return will be a cost savings for all.

The safety of our Deputies is one of our top priorities, and the TruNarc device will allow us to safely identify dangerous controlled substances quickly and accurately.

The Wexford County Sheriff's Office is requesting a total of  
\$39,204.00.

This total is for Trunarc Unlimited model with a 5-year warranty and a solution kit.

Attached you will find information on the Trunarc Device, and the pricing breakdown.

Thank you for your consideration.

Trent Taylor  
Sheriff  
Wexford County Sheriff's Office  
1015 Lincoln St  
Cadillac, MI 49601  
ttaylor@wexfordcounty.org



# OFFICE OF THE SHERIFF • WEXFORD COUNTY

Trent J Taylor  
Sheriff

Richard R. Doehring  
Undersheriff

**Project Proposal: Opioid Recovery Funds  
Wexford County Sheriff's Office  
May 2023**

Wexford County Sheriff's Office is requesting funds for the Deterra Drug Deactivation System for the Wexford County Sheriff's Office. The Deterra packs will be used in the field by Deputies to assist families in the proper disposal of unwanted medications by providing a safe method of disposal, thus reducing the risk for an overdose in the home. Often, Deputies and office personnel are approached by citizens inquiring where to take prescription medications that are no longer needed or used. These individuals want to dispose of it properly to avoid any potential for accidental ingestion of medication and to keep it out of reach of young children.

The Deterra packs will be available at the Wexford County Sheriff's Office front counter and will be provided to citizens upon request from the Front Office staff. Deputies will also carry the Deterra packs in their patrol vehicles and have them available to give to anyone that asks how to dispose of unwanted and unused medications safely.

With the provision of the Deterra Drug Deactivation System packs, the Wexford County Sheriff's Office will be assisting the citizens of Wexford County in the reduction of accidental overdoses and providing a safer community.

The Wexford County Sheriff's Office is requesting a total of \$10,146.00

This total is for:

5 cases of 7001 – CASE Deterra SP - \$734.00 a case = \$3670.00

5 cases of 7018 – CASE Deterra MP - \$856.00 a case = \$4280.00

4 cases of 4334 – CASE Deterra XL - \$549.00 a case = \$2196.00

Attached you will find information on the Deterra drug deactivation system, and the pricing breakdown.

Thank you for your consideration.

Trent Taylor  
Sheriff  
Wexford County Sheriff's Office  
1015 Lincoln St  
Cadillac, MI 49601  
ttaylor@wexfordcounty.org

1015 Lincoln St. • Cadillac, Michigan 49601 • 231-779-9216 • FAX: 231-779-0218  
www.wexfordsheriff.org



## WHOLESALE PRICING OPTIONS

POUCHES	Maximum Pills per Pouch	Maximum Liquid per Pouch	Maximum Patches per Pouch	Units Per Case	CASE PRICING (Including Shipping)*			
					1-49 Cases	50-99 Cases	100-499 Cases	500+ Cases
Deterra SP 7001-CASE	15	2 oz/60ml	2	250	\$734	\$670	\$605	Call for Quote
Deterra MP 7018-CASE	45	6 oz/180ml	6	200	\$856	\$780	\$704	Call for Quote
Deterra LP 7025-CASE	90	12 oz/360ml	12	100	\$571	\$521	\$471	Call for Quote
Deterra XL 4334-CASE	450	60 oz/1.8 L	60	20	\$549	\$501	\$453	Call for Quote

Additional discounts may be available for customers ordering more than 50 cases per year. Standard ground shipping in the 48 contiguous United States ONLY. Alaska, Hawaii, international and rush shipping by separate quote. Confidential for quote purposes ONLY. Pricing subject to change. Pricing does not include sales tax, if applicable



Scan for instructional  
Video



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DETERRASYSTEM.COM

# **Wexford County Veterans Services**

401 N. Lake Street, Cadillac, MI 49601

231-775-6654

---

Kathy Cline, Director

1 May, 2023

Older veterans tend to have a variety of medications that change periodically. Because of this the unused medications they have may not be disposed of properly or at all and remain around their homes. Many older veterans are confused at times and may take these medications along with the current medication causing a possible overdose.

The Wexford County Veterans initiative is a pilot program to provide veterans with a safe method of disposal for their unused medications. These packs will be made available to the veterans, along with directions for use, throughout the year. We serve our veterans in our office, in group meetings, at our Veterans Expo and other events in the area.

We can share this product with them and develop a questionnaire for them to fill out to evaluate the effectiveness of our health care program with our veterans.

Wexford County Veteran Services are requesting a total of \$5,770 for this project.

Deterra

3 cases of SP 7001 at \$734 a case = \$2,202

3 cases of MP 7018 at \$856 a case = \$2,568

Advertising of this campaign \$1,000

Outcome:

This program will alleviate the accidental overdoses in our veteran community.

Thank you for your consideration.

Kathy Cline

Director

Wexford County Veteran Services

401 N Lake St

Cadillac, MI 49601

231-775-6654

kcline@wexfordcounty.org

**Wexford County Board of Commissioners  
Amendments to the 2023 Budget Log**

<b>BOC Meeting Date</b>	<b>Acct</b>	<b>Acct Description</b>	<b>Revenue</b>	<b>Expense</b>
2023-06-21	101-275-626.09	QPCR	\$ 10,169.00	
	101-275-538.00	Beaches Grant Ecoli	\$ 6,297.00	
	101-275-702.03	Beaches Grant Ecoli		\$ 3,785.00
	101-275-702.04	QPCR		\$ 1,503.00
	101-275-800.09	Ecoli		\$ 1,000.00
	101-275-800.10	QPCR		\$ 8,303.00
	101-275-860.03	Ecoli		\$ 1,512.00
	101-275-860.04	QPCR		\$ 363.00



## WEXFORD COUNTY BUDGET AMENDMENT

As provided for in the Uniform Budgeting and Accounting Act of 1978, as amended, and consistent with Wexford County Policy No. E-7.3, the Treasurer's Office is hereby authorized to record the following adjustments to the budget.

FUND:     General    9 PIC    9 Special Revenue    9 Debt Service    9 DPW / Landfill

### REVENUE

Account Number	Account Description	Increase	Decrease
101275626.09	OPCR	\$10,169.00	\$
101275538.00	Beaches Grant E Coli	\$6,297.00	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total</b>		<b>\$16,466.00</b>	<b>\$</b>

### EXPENDITURE

Account Number	Account Description	Decrease	Increase
101275702.03	E Coli Beaches Grant	\$	\$3785.00
101275702.04	OPCR	\$	\$1503.00
101275800.09	E Coli	\$	\$1000.00
101275800.10	OPCR	\$	\$8303.00
101275860.03	E Coli	\$	\$1512.00
101275860.04	OPCR	\$	\$363.00
		\$	\$
<b>Total</b>		<b>\$</b>	<b>\$16,466.00</b>

*Mitchell J. Selona*  
 Department Head Signature

5/31/23  
 Date

Finance Committee Approval Date (if necessary) \_\_\_\_\_

(For Treasurer use only)  
 B.A. Number \_\_\_\_\_

Date \_\_\_\_\_

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan on the twenty-first day of June 2023 at 4:00 p.m.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preamble and resolution were offered by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_.

**RESOLUTION NO. 23-13  
APPROVING THE FISCAL YEAR 2024 ANNUAL IMPLEMENTATION PLAN OF THE  
AREA AGENCY ON AGING OF NORTHWEST MICHIGAN**

**BE IT RESOLVED**, that the Wexford County Board of Commissioners have reviewed the Fiscal Year 2024 Annual Implementation Plan of the Area Agency on Aging of Northwest Michigan and believe that the plan addresses the needs of the older adult population in Region 10.

**BE IT FURTHER RESOLVED**, that the Wexford County Board of Commissioners approves the Fiscal Year 2024 Annual Implementation Plan of the Area of Agency on Aging on Northwest Michigan

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED.**

\_\_\_\_\_  
Gary Taylor, Chairman, Wexford County Board of Commissioners

\_\_\_\_\_  
Alaina M. Nyman, County Clerk

STATE OF MICHIGAN     )  
                                  ) ss.  
COUNTY OF WEXFORD    )

I hereby certify that the foregoing is a true and complete copy of Resolution 23-13 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on June 21, 2023, and I further certify that public notice of such meeting was given as provided by law.

\_\_\_\_\_  
Alaina M. Nyman, County Clerk





## MEMORANDUM

Received by Wexford County

**TO:** County Boards of Commissioners

JUN 07 2023

**FROM:** Heidi Gustine, Executive Director

**DATE:** June 5, 2023

Administration Office

**RE:** AAANM Fiscal Year 2024 Area Plan Review, Comment and Support

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Enclosed is a copy of the Area Agency on Aging of Northwest Michigan (AAANM) Fiscal Year 2024 Annual Implementation Plan for you to review and comment upon. This document is the result of input from the public, AAANM contractors and board members, county aging units and AAANM staff and was approved by the members of the Board of Directors of AAANM at their meeting on June 1, 2023.

The Guidelines provided to Area Agency on Aging of Northwest Michigan from the State Michigan Department of Health and Human Services necessitate the submission of this document to the counties in our region. Those requirements state that:

- 1) County Boards of Commissions must receive a copy of the Annual Implementation Plan of the Area Agency on Aging and be given an opportunity to approve or disapprove of the Plan.
- 2) Copies of all resolutions of the County Commissions or meeting minutes indicating approval or disapproval must be forwarded to AAANM for inclusion with AAANM's Final Plan when it is submitted to MDHHS Bureau of Aging, Community Living and Supports (ACLS Bureau). Reasons for disapproval must be specified in meeting minutes or resolutions.
- 3) If resolutions or minutes are not received from a County Board of Commissioners, passive approval is assumed.

We welcome your comments. If you have questions please contact me. A representative of AAANM will be made available to answer questions you or other members of the Board might have.

In order to respond to MDHHS in a timely manner, AAANM will need **your county's written response no later than July 20, 2023**. In that light, we have provided a copy of a resolution that can be used for convenience in responding to this request. We appreciate your efforts in this regard. Thank you, in advance, for your assistance in this matter.

**RESOLUTION**

At the \_\_\_\_\_ meeting of the \_\_\_\_\_  
Date County Name

County Board of Commissioners, the Board of Commissioners gave consent to the following action:

**“Be it resolved** that the \_\_\_\_\_ Board of  
County Name

Commissioners have reviewed the Fiscal Year 2024 Annual Implementation Plan of the Area Agency on Aging of Northwest Michigan and believe that the plan addresses the needs of the older adult population in Region 10.

**Be it further resolved** that the \_\_\_\_\_  
County Name

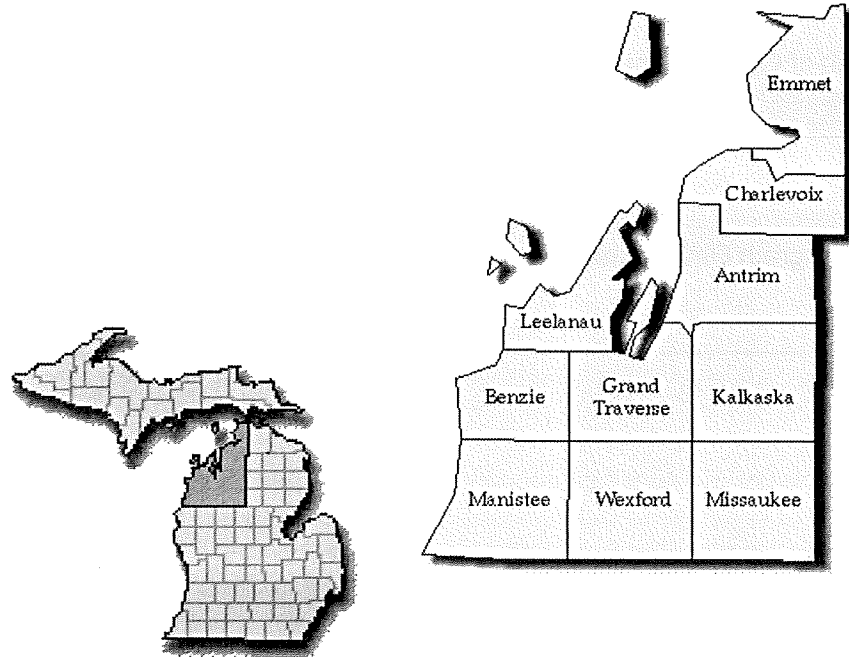
County Board of Commissioners approves the Fiscal Year 2024 Annual Implementation Plan of the Area Agency on Aging of Northwest Michigan.”

\_\_\_\_\_  
Signature: Chairperson, County Commission or County Clerk

\_\_\_\_\_  
Print or Typed Name and Title: Chairperson, County Commission or County Clerk

\_\_\_\_\_  
Date

2023—2025 Multi Year Plan  
**FY 2024 ANNUAL IMPLEMENTATION PLAN**  
AREA AGENCY ON AGING OF NORTHWEST MICHIGAN, INC. 10



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**Planning and Service Area**

Antrim, Benzie, Charlevoix, Emmet,  
Grand Traverse, Kalkaska, Leelanau,  
Manistee, Missaukee, Wexford

**Area Agency on Aging of Northwest  
Michigan, Inc.**

1609 Park Drive, P.O. Box 5946  
Traverse City, MI 49696-5946  
231-947-8920 (phone)  
800-442-1713 (toll-free)  
231-947-6401 (fax)  
Heidi Gustine, Executive Director  
[www.aaanm.org](http://www.aaanm.org)

**Field Representative Cindy Albrecht**

[albrechtc@michigan.gov](mailto:albrechtc@michigan.gov)  
517-284-0162

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STATE OF MICHIGAN  
Michigan Department of Health & Human Services  
**BUREAU OF AGING, COMMUNITY LIVING, AND SUPPORTS**

FY2023-2025 Multi Year Plan

FY 2023 Annual Implementation Plan

Area Agency On Aging of Northwest MI, Inc.

FY 2024

**Table of Contents**

Executive Summary	3
County/Local Unit of Government Review	6
Public Hearings	9
Access Services	11
Approved MYP Program Development Objectives	14

STATE OF MICHIGAN  
Michigan Department of Health & Human Services  
**BUREAU OF AGING, COMMUNITY LIVING, AND SUPPORTS**

FY2023-2025 Multi Year Plan

FY 2023 Annual Implementation Plan

Area Agency On Aging of Northwest MI, Inc.

FY 2024

**Executive Summary**

**Include a summary that describes the AAA and the implementation plan including a brief description of the PSA (to include older adults in greatest economic need, minority, and/or non-English speaking), the AAA's mission, and primary focus for FY 2024.**

**Instructions**

**Please include in the Executive Summary a brief description of the following: The PSA and any significant changes to the current area plan.**

**A.) Any significant new priorities, plans or objectives set by the AAA for the use of (OAA) and state funding during FY 2024. If there are no new activities or changes, note that in your response.**

**B.) Any permanent changes to the AAA's operations based on the COVID-19 pandemic. In addition, please describe how the AAA is utilizing its American Rescue Plan Act (ARPA) funding.**

**C.) Current information about contingency planning for potential reduced federal funding (if plans include the pursuit of alternative funding, identify specific funding sources).**

**D.) A description of progress made through advocacy efforts to date and focus of advocacy efforts in FY 2024.**

**E.) A brief description of AAA's successes over the past year and any anticipated challenges for FY 2024.**

A.) The Area Agency on Aging of Northwest Michigan serves the ten counties of northwestern lower Michigan: Antrim, Benzie, Charlevoix, Emmet, Grand Traverse, Kalkaska, Leelanau, Manistee, Missaukee, and Wexford.

There are no significant new priorities, plans or objectives set forth by AAANM for use of OAA and state funding during FY2024.

B.) As a result of the COVID-19 pandemic, AAANM has transitioned permanently to hybrid/remote staffing operations. This is the most significant change to the organization as a result of the pandemic. AAANM has experienced many of the challenges that other organizations have converting from on-site operations to a remote workforce including the need to examine policies and procedures, define communication channels and foster continued workforce engagement. Additionally, AAANM plans to continue pandemic flexibilities, when appropriate, to perform telehealth visits with participants in the MI Choice Waiver program, and ACLS Care Management should flexibilities continue to be extended to ACLS programs as well. These flexibilities support participant preferences and accommodate urgent situations in a vast geographic area. One of the most significant changes to our contracted provider network is the addition of Carry Out Meals. "Grab 'n Go's" are extremely popular and serve a population of older adults that were previously unreachable by OAA services. This pandemic evolution is a welcome addition to the available service array.

AAANM has used most of its American Rescue Plan Act (ARPA funding). Per instructions from the ACLS Bureau late in FY2022, ARPA funding was used as a first priority over traditional OAA funding, so ARPA

STATE OF MICHIGAN  
Michigan Department of Health & Human Services  
**BUREAU OF AGING, COMMUNITY LIVING, AND SUPPORTS**

FY2023-2025 Multi Year Plan

FY 2023 Annual Implementation Plan

**Area Agency On Aging of Northwest MI, Inc.**

**FY 2024**

was spent in place of traditional funding, with OAA funding being carried over into FY2023. AAANM granted out ARPA meal funding to its seven meal providers to help offset the rising costs of food and transportation. ARPA funding was also used for special IT projects (waivers obtained from ACLS Bureau) including implementation of an application to track Information and Assistance and Options Counseling calls/contacts and to develop dashboard reporting of organizational data through Microsoft PowerBI. AAANM has IIID ARPA funding remaining. It is hoped that this funding will be contracted out for the provision of healthy aging workshops. Additionally in FY2022, some traditional OAA funding was allocated to local county aging units on a reimbursement basis to meet one-time assistive device technology needs among the sixty plus population.

C.) If there was a reduction in federal funding, AAANM would conduct a thorough program review to determine how AAANM might continue to serve those with the greatest social or economic need and low income minority populations and/or which programs and services may need to be cut. Pursuit of alternative funding might include development of medical billable services although this would take time to develop and implement and would not offset the loss of federal OAA funding but would merely provide AAANM with alternative service offerings to the community.

D.) Advocacy efforts in FY2023 are focused on meeting new legislators and establishing relationships. FY2024 advocacy efforts will focus on strengthening the presence of the AAANM Advisory Council in the region and with legislators, including continuing with legislative visits. Advocacy priorities will align with the Michigan Senior Advocates Coalition (MSAC), the Silver Key Coalition and the Area Agencies on Aging Association of Michigan (4AM) including strengthening the direct care workforce profession, funding for in-home services and meals, and rebalancing between nursing facilities and Home and Community Based Services (HCBS).

E.) AAANM has programmatic goals for the FY2023-2025 Multi-Year Plan (MYP) to focus on internal operations particularly related to reducing cycle time from when someone calls until enrolled in a care management program and reducing wait lists for care management programs. While there is still significant work to do, AAANM made progress on these goals during FY2023.

*Infrastructure to support an expanded Information & Assistance (I&A)/Options Counseling department (adding staff, developing new protocols, instituting technology) was advanced.* With the pandemic, AAANM has seen an increase of 30% (~1,000 contacts) in call volume to its Access and Eligibility Department (I&A, Options Counseling, Intake, wait list management) and this trend has since continued, resulting in a significant call backlog. This has required AAANM to rethink structure and workflows of the department to meet community needs.

*"Tiered" care management was implemented.* AAANM completed implementation of the service definition of Case Coordination & Support (CC&S) so that the organization is able to offer an additional level of care management to those who may not be at imminent risk of nursing home placement. This was identified internally as a need based on analysis of I&A/Options Counseling calls and care management volumes. Individuals on Care Management and the Care Management wait list were evaluated for appropriateness of CC&S and either opened to CC&S or placed on the CC&S wait list. The goal is to more appropriately manage the care management wait list by having this alternative level of care available.

While not included as development objectives in the FY2023-2025 MYP, extensive focus has gone into the

STATE OF MICHIGAN  
Michigan Department of Health & Human Services  
**BUREAU OF AGING, COMMUNITY LIVING, AND SUPPORTS**

FY2023-2025 Multi Year Plan

FY 2023 Annual Implementation Plan

---

**Area Agency On Aging of Northwest MI, Inc.**

**FY 2024**

MI Choice Waiver program in FY2023 to ensure AAANM is acting within its managed care requirements including appropriate utilization management of services. AAANM implemented a formal utilization management function in the MI Choice Waiver program during FY2023.

We anticipate that all these areas will continue to be a priority in FY2024.

In FY2024, AAANM anticipates focusing on the financial management of its MI Choice Waiver program, similar to FY2023. In November 2021, with rising inflation, AAANM increased its provider rates for ACLS Bureau and MI Choice Waiver Purchase of Service (services that are purchased as part of care plans). Subsequently in FY2023, the State of Michigan implemented a rate cut to the MI Choice Waiver program. Additionally, AAANM anticipates that there will be continued challenges staffing in-home services via the provider network as the shortage of direct care workers continues.

STATE OF MICHIGAN  
Michigan Department of Health & Human Services  
**BUREAU OF AGING, COMMUNITY LIVING, AND SUPPORTS**

FY2023-2025 Multi Year Plan

FY 2023 Annual Implementation Plan

Area Agency On Aging of Northwest MI, Inc.

FY 2024

**County/Local Unit of Government Review**

**COUNTY/LOCAL UNIT OF GOVERNMENT REVIEW**

The Area Agency on Aging (AAA) must send a request to the chairperson of each County Board of Commissioners. Notification can be sent via U.S. Mail or by electronic means, with delivery and signature confirmation, no later than June 30, 2023. For a Planning and Service Area (PSA) comprised of a single county or portion of the county, approval of the AIP is to be requested from each local unit of government. If the AAA does not receive a response from the county and/or local unit of government by July 20, 2023, the AIP is deemed passively approved. The AAA must notify their Bureau of Aging, Community Living, and Supports (ACLS Bureau) Field Representative by July 21, 2023, whether their counties and/or local units of government formally approved, passively approved, or disapproved the AIP.

The AAA may use electronic communication, including email and website-based documents, as an option for acquiring local government review and approval of the AIP. To employ this option, the AAA must do the following:

- A.) Send a letter through the U.S. Mail, with delivery and signature confirmation, or an email requiring a response confirming receipt to the chief elected official of each appropriate local government advising them of the availability of the final draft AIP on the AAA's website. Instructions for how to view and print the document must be included.
- B.) Offer to provide a printed copy of the AIP via U.S. Mail, or an electronic copy via email, if requested.
- C.) Be available to discuss the AIP with local government officials, if requested.
- D.) Request email notification from the local unit of government of their approval of the AIP or their related concerns.

**Instructions**

Describe the AAA's efforts, including use of electronic communication, to distribute the AIP to the appropriate county and/or local units of government to gain support.

**TRIBAL NOTIFICATION**

The Michigan Department of Health and Human Services (MDHHS) has an established relationship of working directly with the Federally Recognized Sovereign Indian Tribes of Michigan (Tribes). As part of this work, MDHHS recognizes the importance of Tribal notification including consultation of the complete AIP for each AAA within their PSA to encourage and foster collaboration between Title III and Title VI programming as outlined in the Older Americans Act (OAA).

AAAs, please send an official notification of your complete AIP for any Tribe(s) within your PSA for their review and consultation. If there are no Tribes within the PSA, please indicate that in your response and if a Tribe crosses more than one PSA, each AAA is still expected to send their AIP. Notification can be sent via U.S. Mail or by electronic means, with delivery and signature confirmation,



STATE OF MICHIGAN  
Michigan Department of Health & Human Services  
**BUREAU OF AGING, COMMUNITY LIVING, AND SUPPORTS**

FY2023-2025 Multi Year Plan

FY 2023 Annual Implementation Plan

---

Area Agency On Aging of Northwest MI, Inc.

FY 2024

no later than June 30, 2023. The AAA will notify their ACLS Field Representative by July 21, 2023, of any comments or feedback received from their Tribe(s). If no comments or feedback received, please indicate that in your response.

The AAA may use electronic communication, including email and website-based documents, as an option for Tribe notification and consultation of the AIP. To employ this option, the AAA must do the following:

- A.) Send a letter through the U.S. Mail, with delivery and signature confirmation, or an email requiring a response confirming receipt to the Chairperson of the Tribal Council advising them of the availability of the final draft AIP on the AAA's website. Instructions for how to view and print the document must be included.
- B.) Offer to provide a printed copy of the AIP via U.S. Mail, or an electronic copy via email, if requested.
- C.) Be available to discuss the AIP with Tribal elders and/or Tribal officials, if requested.
- D.) Request email notification from the Tribe of their comments and feedback of the AIP or their related concerns.

**Instructions**

Describe the AAA's efforts, including use of electronic communication, to distribute the AIP to the appropriate Tribe(s) within your PSA for notification and consultation. Describe any current and future collaborative efforts with Tribe(s) within your PSA. If no collaborative efforts planned, note that in your response.

This AIP will be e-mailed electronically, as well as mailed via certified US mail, on June 2, 2023, requesting a response from each County Board of Commissioners by July 20, 2023. Responses AAANM receives will be communicated with the ACLS Bureau field representative for Region 10 by July 21, 2023.

Additionally, the AIP will be sent certified mailed to the chairpersons of the Grand Traverse Band of Ottawa and Chippewa Indians, Little River Band of Ottawa Indians and Little Traverse Bay Bands of Odawa Indians which are all tribes within the PSA. The mailing will include a copy of the AIP, AAANM's willingness to be available to discuss the AIP with Tribal elders and/or officials if requested, and a request for email notification from the Tribe of their comments/feedback of the AIP or related concerns no later than July 20, 2023. AAANM will notify the ACLS Bureau field representative of any feedback received.

AAANM continues to develop relationships with each of the Tribes in the Region 10 PSA and has conducted outreach meetings throughout the course of FY2023. These efforts will continue in FY2024. Collaborations already exist through our Medicare/Medicaid Assistance Program (MMAP) in that MMAP volunteers are established within the Grand Traverse Band of Ottawa and Chippewa Indians and the Little Traverse Bay Bands of Odawa Indians. Additionally, AAANM supports relationships between meal providers and the Tribes and provides technical dietetic assistance upon request. Other outreach with the

STATE OF MICHIGAN  
Michigan Department of Health & Human Services  
**BUREAU OF AGING, COMMUNITY LIVING, AND SUPPORTS**

FY2023-2025 Multi Year Plan

FY 2023 Annual Implementation Plan

---

**Area Agency On Aging of Northwest MI, Inc.**

**FY 2024**

Tribes has included meetings with health services and tribal elders to promote AAANM's programs and services, to collaborate on service delivery, referral processes and increase awareness and knowledge of services offered both by the Tribes and AAANM.

STATE OF MICHIGAN  
Michigan Department of Health & Human Services  
**BUREAU OF AGING, COMMUNITY LIVING, AND SUPPORTS**

FY2023-2025 Multi Year Plan

FY 2023 Annual Implementation Plan

Area Agency On Aging of Northwest MI, Inc.

FY 2024

**Public Hearings**

At least one public hearing on the FY 2024 AIP must be held in the PSA. Hearing(s) must be made accessible to all. Persons need not be present at the hearing(s) to provide testimony. E-mail and written testimony must be accepted for at least a 30-day period beginning when the summary of the AIP is made available.

The AAA must post a notice of the public hearing(s) in a manner that can reasonably be expected to inform the public about the hearing(s). Acceptable posting methods include, but are not limited to: paid notice in at least one newspaper or newsletter with broad circulation throughout the PSA; as well as news sources geared toward communities of color, tribal, Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+), immigrant communities and/or other underrepresented groups; presentation on the AAA's website, along with communication via email and social media referring to the notice; press releases and public service announcements; and a notice to AAA partners, service provider agencies, older adult organizations, and local units of government. See *Operating Standards for AAAs, Section B-2 #3*. The public hearing notice should be available at least 30 days in advance of the scheduled hearing. This notice must indicate the availability of a summary of the AIP at least 14 days prior to the hearing, along with information on how to obtain the summary. All components of the AIP should be available for the public hearing(s).

**Instructions**

Complete the chart below regarding your public hearing(s). Include the date, time, number of attendees and the location and accessibility of each public hearing. Please scan any written testimony (including emails received) as a PDF and upload on this tab.

In addition, the AAA should also upload into AMPS a copy of your official notice and/or press release(s) for a public hearing. Please describe the strategy/approach employed to encourage public attendance and testimony on the AIP. Describe all methods used to gain public input and any impacts on the AIP. Describe how the AAA factored the accessibility issues of the service population and others in choosing the format of the meeting.

Date	Location	Time	Barrier Free?	No. of Attendees
04/20/2023	Honor, Michigan	11:00 AM	Yes	17

AAANM conducted a public hearing at Benzie Senior Resources meal site, The Gathering Place, in Honor, Michigan on 4/20/2023. This location was selected because it is easily accessible and has a large turnout for meals and activities and represents a rural county of the PSA (not Traverse City centric). The Public Hearing was promoted on AAANM's website and through social media (Facebook and LinkedIn) and in AAANM's caregiver newsletter. It was also publicized through a legal notice and press releases. Notices were sent out through community collaboratives and the provider network. AAANM also sent notice of the Public Hearing directly to the Little Traverse Bay Bands of Odawa Indians, the Grand Traverse Band of Ottawa and Chippewa Indians and the Little River Band of Ottawa Indians. Additionally, the plan summary

STATE OF MICHIGAN  
Michigan Department of Health & Human Services  
**BUREAU OF AGING, COMMUNITY LIVING, AND SUPPORTS**

FY2023-2025 Multi Year Plan

FY 2023 Annual Implementation Plan

---

**Area Agency On Aging of Northwest MI, Inc.**

**FY 2024**

was made available on AAANM's website with a form so that the public could provide input into the plan.

Feedback from the public hearing was gathered. There are no substantial changes to AAANM's AIP based on the public hearing testimonies. Dialogue during the Public Hearing included:

1. Discussion of what is available via OAA funding versus millage funding.
2. Discussion about what is Trualta and how it assists caregivers.
3. Discussion regarding AAANM's assistance with menu planning and monitoring of meal providers.
4. Discussion regarding the challenges of the "sandwich generation" and request to add links to other Area Agencies on Aging to the AAANM website.
5. Request for resource books on aging topics (formerly printed by the Michigan Legislature) as an alternative to the Internet.
6. Questions about AAANM staffing shortages and wait lists.
7. Discussion about home repair as a service in the AIP and services that would be purchased for clients.
8. Discussion about challenges of working with MDHHS, concerns about redeterminations.

In addition, written testimony was received from three individuals. All written testimony has been scanned and uploaded for review.

The first testimony requested that funding consideration be given for assistance with moving in the situation of floods/fires or when there are other difficulties with downsizing. Additionally, "funding to help property management companies have moisture alarms for locked utility closets, if they would agree to properly maintain them with the correct batteries, changing out the batteries and testing the alarms, as well as having a system that would get the maintenance and remediation help to stop the flood and clean it up as soon as possible so that mold and pathogens would not spread (after flooding)... funding to protect against repeated flooding when a property is having trouble with repeated flooding."

The second testimony requested prioritization of caregivers, respite care, family caregiving support, adult day care, and better ombudsman support for Veteran's benefits, as well as expansion of PACE North into all of Manistee County.

The third testimony described the need for in-home services for those that have the ability to self-pay for care and the need to have a non-profit agency that could recruit, vet and oversee qualified workers on behalf of older adults. Additional needs identified included assistance with dementia and Parkinson's in home care, education materials on preventing theft from providers of services and scammers, guidance on use of security cameras for relatives of seniors to observe care given, and record keeping by employee and client.

STATE OF MICHIGAN  
Michigan Department of Health & Human Services  
**BUREAU OF AGING, COMMUNITY LIVING, AND SUPPORTS**

FY2023-2025 Multi Year Plan

FY 2023 Annual Implementation Plan

Area Agency On Aging of Northwest MI, Inc.

FY 2024

**Access Services**

Access services may be provided to older adults directly through the AAA without a direct service provision request. These services include Care Transition Coordination & Support; Care Management; Case Coordination and Support; Options Counseling; Disaster Advocacy and Outreach Programs; Information and Assistance; Outreach, with specific attention to outreach with underserved populations, and Merit Award Trust Fund/State Caregiver Support-funded transportation. If the AAA is planning to provide any of the above noted access services directly during FY 2024, complete this section.

**Instructions**

Select from the list of access services those services the AAA plans to provide directly during FY 2024, and provide the information requested. Specify, in the appropriate text box for each service category, the planned goals and activities that will be undertaken to provide the service.

The Area Plan Grant Budget that is uploaded and saved in AMPS must include each access service to be provided directly in the Direct Service Budget details tab. The funding identified in this tab should correspond to the funding (Federal OAA Title III or VII and state funds) identified in the Area Plan Grant Budget's Support Services Detail tab. The method of provision must be specified in the Service Summary tab.

**Care Management**

Starting Date                      10/01/2023                      Ending Date                      09/30/2024

Total of Federal Dollars        \$0                                      Total of State Dollars        \$320,307

Geographic area to be served

Region 10

**Specify the planned goals and activities that will be undertaken to provide the service.**

**Goal 1: Provide supports coordination and home and community-based services to adults over the age of 60 who are at high risk of institutionalization.**

Activities:

1. Maintain strong partnerships with county aging units in order to provide a continuum of care as well as effective pairing of ACLS Bureau and millage funded service monies.
2. Outreach to and actively participate in community collaboratives that include American Indian tribes and organizations that serve minorities, low income, and vulnerable older adults.

**Goal 2: Operate under a robust quality management plan, overseen by the Quality Assurance & Compliance committee.**

Activities:

1. Maintain NCQA accreditation for case management services through continued commitment to quality and excellence.

STATE OF MICHIGAN  
Michigan Department of Health & Human Services  
**BUREAU OF AGING, COMMUNITY LIVING, AND SUPPORTS**

FY2023-2025 Multi Year Plan

FY 2023 Annual Implementation Plan

**Area Agency On Aging of Northwest MI, Inc.**

**FY 2024**

2. Program and service monitoring includes chart reviews, peer reviews, participant satisfaction surveys, staff training, and monitoring of quality indicators such as hospitalizations and re-institutionalization rates and social isolation.

3. Support a Consumer Quality Collaborative that provides feedback and has input into program operations.

Number of client pre-screenings:	Current Year:	500	Planned Next Year:	500
Number of initial client assessments:	Current Year:	150	Planned Next Year:	150
Number of initial client care plans:	Current Year:	140	Planned Next Year:	140
Total number of clients (carry over plus new):	Current Year:	400	Planned Next Year:	400
Staff to client ratio (Active and maintenance per Full time care	Current Year:	1:46	Planned Next Year:	1:46

**Case Coordination and Support**

<u>Starting Date</u>	10/01/2023	<u>Ending Date</u>	09/30/2024
Total of Federal Dollars	\$0	Total of State Dollars	\$64,085

Geographic area to be served

Region 10

**Specify the planned goals and activities that will be undertaken to provide the service.**

**Goal 1: Implement Case Coordination and Support (CC&S) as part of a multi-step effort to tier care management services provided by AAANM to serve more people at the most appropriate level of care.**

Activities:

1. Transition existing Care Management clients who are more appropriate for care under CC&S
2. Open individuals on the Care Management wait list to CC&S if more appropriate for CC&S level of care
3. Monitor and adjust as needed

**Disaster Advocacy & Outreach**

<u>Starting Date</u>	10/01/2023	<u>Ending Date</u>	10/01/2024
Total of Federal Dollars	\$1.00	Total of State Dollars	

Geographic area to be served

Region 10

**Specify the planned goals and activities that will be undertaken to provide the service.**

**Goal 1: To maintain the Disaster Advocacy and Outreach service definition in anticipation of a natural disaster or other type of emergency as part of AAANM's emergency planning processes.**

Activities:

1. Identify an emergency should one be present
2. Activate the definition and identify emergency response activities that fall within the service definition
3. Respond to the emergency

STATE OF MICHIGAN  
Michigan Department of Health & Human Services  
**BUREAU OF AGING, COMMUNITY LIVING, AND SUPPORTS**

FY2023-2025 Multi Year Plan

FY 2023 Annual Implementation Plan

**Area Agency On Aging of Northwest MI, Inc.**

**FY 2024**

4. Shift funding as needed from other service definitions

**Information and Assistance**

<u>Starting Date</u>	10/01/2023	<u>Ending Date</u>	09/30/2024
Total of Federal Dollars	\$115,050	Total of State Dollars	\$0

Geographic area to be served

Region 10

**Specify the planned goals and activities that will be undertaken to provide the service.**

**Goal 1: Provide high quality Information and Assistance to support older adults, family members, caregivers and healthcare or social service professionals seeking information about community resources for older adults, caregivers, and persons with disabilities.**

Activities:

1. Ensure that staff receive on-going information and education about community resources and aging issues.
2. Outreach to referral sources and the community through brochures, marketing, social media, public speaking, and expos to communicate that Information and Assistance for older adults is available through AAANM.
3. Continue to serve as the "local contact agency" for those in nursing homes who are interested in exploring other options for long-term care.

**Options Counseling**

<u>Starting Date</u>	10/01/2023	<u>Ending Date</u>	09/30/2024
Total of Federal Dollars	\$264,969	Total of State Dollars	\$120,141

Geographic area to be served

Region 10

**Specify the planned goals and activities that will be undertaken to provide the service.**

**Goal 1: Provide unbiased, person-centered options counseling to older adults and caregivers who need assistance understanding and planning for their long-term care options.**

Activities:

1. Ensure that staff receive on-going information and education about community resources and aging issues.
2. Outreach to referral sources and the community through brochures, marketing, social media, public speaking, and expos to communicate that Options Counseling is available through AAANM.

**Goal 2: Maintain strong referral relationships with county aging units, nursing facilities, Program of All-Inclusive Care for the Elderly (PACE) and other long-term care options in Region 10.**

Activities:

1. Regularly share information and updates between AAANM and other long-term care providers and entities in the region.

STATE OF MICHIGAN  
Michigan Department of Health & Human Services  
**BUREAU OF AGING, COMMUNITY LIVING, AND SUPPORTS**

FY2023-2025 Multi Year Plan

FY 2023 Annual Implementation Plan

Area Agency On Aging of Northwest MI, Inc.

FY 2024

**Approved MYP Program Development Objectives**

Program development goals and objectives previously set by the AAA and approved by the CSA in this multi-year planning cycle are included as read-only. For each of these established program development objectives, a text box is included for the AAA to provide information on progress toward the objectives to date. This text box is editable.

**Instructions**

Please provide information on progress to date for each established objective under the section tab entitled "Progress."

For the Diversity, Equity, and Inclusion (DEI), the ACLS Bureau Operating Standards for AAAs have long required that preference be given to serving older persons in greatest social or economic need with particular attention to low-income minority elderly.

Please refer to Operating Standards for AAAs sections C-2 and C-4 along with the Document Library for the ACLS Bureau training completed on Embedding Diversity, Equity & Inclusion (DEI) within Aging Services across Michigan for the MYP 2023-2025 Cycle.

Within the progress tab, ensure to address, at a minimum, the below DEI Program Development Objectives that correlate to the MYP DEI Goal:

***Improve the Accessibility of Services to Michigan's Communities and People of Color, Immigrants and LGBTQ+ Individuals.***

**Objective 1-** Increase services provided to Black, Indigenous (tribal) and People of Color (BIPOC) and LGBTQ+ seniors served in your region. *Please include how the AAA is measuring this progress including how you will ensure that programming and outreach is culturally sensitive and welcoming to all.*

**Objective 2-** Increase the number of AAA staff, providers, caregivers, and volunteers trained in implicit bias, cultural competencies, and root causes of racism. *Please include a brief description of how the AAA tracks to ensure the number of individuals trained has increased.*

**Objective 3-** Increase availability of linguistic translation services and communications based on the cultural needs in the region in which you serve. *Please include the top 3 requested linguistic translation services for your PSA. How does the AAA ensure that linguistic translation services are meeting the needs of the older adults within their PSA?*

See Document Library for training PPT and recording of ACLS DEI training completed for the 2023-2025 MYP Cycle.

**Area Agency on Aging Goal**

**A. Identification of on-going community needs**



STATE OF MICHIGAN  
Michigan Department of Health & Human Services  
**BUREAU OF AGING, COMMUNITY LIVING, AND SUPPORTS**

FY2023-2025 Multi Year Plan

FY 2023 Annual Implementation Plan

Area Agency On Aging of Northwest MI, Inc.

FY 2024

Objectives

1. To meet (where possible) needs of those 60+ and caregivers impacted by the pandemic.  
Timeline: 10/01/2022 to 09/30/2025

Progress

Given the end of the Public Health Emergency, this goal is being discontinued with FY2024. No new pandemic needs were identified during FY2023.

**B. Maximize funding streams and reduce waitlists**

Objectives

1. 1. Reduce the cycle time from when someone calls until enrolled in a care management program 2. Reduce wait lists for care management programs 3. Develop plan for use of Title III-D funding that maximizes impact for older adults and caregivers. 4. Evaluate Expansion of nutrition services to support the health and well-being of older adults and caregivers.  
Timeline: 10/01/2022 to 09/30/2025

Progress

1. Reduce the cycle time from when someone calls until enrolled in a care management program  
During FY2023 AAANM spent significant effort monitoring and implementing strategies to reduce call wait time into the Information & Assistance/Options Counseling Department. With the pandemic, call volume increased over 30% or 1,000+ contacts annually and this volume trend has continued. In addition to adding staff, a new IT application was developed during FY2023 to allow for tracking and monitoring of calls. Protocols for triaging calls were developed. And a new scheduling system is being piloted for Options Counseling appointments.

2. Reduce wait lists for care management programs

Case Coordination & Support (CC&S) was implemented during FY2022-FY2023 as a strategy to better serve older adults who may not be frail enough to qualify for Care Management. Individuals on Care Management (and the Care Management wait list) who were more appropriate for CC&S were then transitioned either to the CC&S program or the CC&S wait list.

Further work is being done in the Information & Assistance/Options Counseling department to tighten up management of wait list procedures. Additionally, AAANM will be changing how cases are staffed in the later part of FY2023. Historically Supports Coordinators (nurses and social workers who coordinate care for older adults) have carried programmatically blended cases loads. Case loads will be separated going forward and it is believed this will create additional capacity to open more Care Management cases.

3. Develop plan for use of Title III-D funding that maximizes impact for older adults and caregivers.

For FY2023, AAANM granted Title III-D funding to two organizations to offer in-person evidence-based classes in several counties in Region 10 (Bingocize, PATH options, A Matter of Balance, Tai Chi for Arthritis). AAANM also participates in the AAA evidence-based collaborative to stay abreast of virtual workshop offerings that can be accessed statewide, as well as new programming development. AAANM has additional funding (ARPA and carryover) available and is seeking interest from the two current grantees, and county aging units and senior

STATE OF MICHIGAN  
Michigan Department of Health & Human Services  
**BUREAU OF AGING, COMMUNITY LIVING, AND SUPPORTS**

FY2023-2025 Multi Year Plan

FY 2023 Annual Implementation Plan

**Area Agency On Aging of Northwest MI, Inc.**

**FY 2024**

centers to support startup costs and training and materials of any of the programs that are allowable under Title IIID funding. Many of the long-standing workshops that have been available for years in Region 10 (coordinated through AAANM vs individual agencies-PATH) are not something that county aging units/senior centers have an interest in providing directly due to the many requirements that are involved. Simpler programs that are easier to implement and fun are more attractive to implement by these organizations, but options seem limited.

4. Evaluate Expansion of nutrition services to support the health and well-being of older adults and caregivers.

This objective will be worked on during FY2024

**C. Support paid and unpaid caregivers**

Objectives

1. Objectives: 1. Promote self-determination as an option 2. Make it as easy as possible for providers to do business with AAANM 3. Support caregivers with a focus on caregivers of persons with dementia  
Timeline: 10/01/2022 to 09/30/2025

Progress

Objectives:

1. Promote self-determination as an option

AAANM continues to promote self-determination as a viable option for CC&S, Care Management and MI Choice Waiver in lieu of agency staffing (due to the direct care workforce shortage). Currently, 37% of MI Choice Waiver and 20% of ACLS Care Management participants use self-determination.

2. Make it as easy as possible for providers to do business with AAANM

Initially this objective was intended to support implementation of a Regional Service Definition of Community Living Supports (CLS) to simplify back-end billing processes for the provider network for ACLS Care Management clients. AAANM was advised not to implement the CLS definition during the MYP 2023-2025 planning process; however this objective was inadvertently not removed. AAANM always strives to make it as easy as possible for providers to do business with AAANM, however, there were no specific tasks undertaken in FY2023 in this regard.

3. Support caregivers with a focus on caregivers of persons with dementia

AAANM has implemented Trualta, a web-based caregiver education platform and has been referring caregivers to this platform. Additionally, AAANM is ensuring that all clinical staff are certified in Dementia Capable Care in order to support caregivers of persons with dementia. The Information & Assistance / Options Counseling department has offered dementia options counseling for several years and continues to support caregivers in this manner. Additionally, AAANM began a monthly caregiver newsletter and actively promotes caregiver tools and available classes.

**D. Improve the Accessibility of Services to Michigan's Communities and People of Color, Immigrants and LGBTQ+ individuals.**

Objectives

STATE OF MICHIGAN  
Michigan Department of Health & Human Services  
**BUREAU OF AGING, COMMUNITY LIVING, AND SUPPORTS**

FY2023-2025 Multi Year Plan

FY 2023 Annual Implementation Plan

**Area Agency On Aging of Northwest MI, Inc.**

**FY 2024**

1. 1. Increase services provided to black, indigenous and people of color and the (LGBTQ+) communities. 2. Increase the number of area agency staff, providers and caregivers trained in implicit bias, cultural competencies, and root causes of racism. 3. Increase availability of linguistic translation services and communications based on the cultural needs in the region in which you serve.  
Timeline: 10/01/2022 to 09/30/2025

Progress

1. Increase services provided to black, indigenous and people of color and the (LGBTQ+) communities. AAANM has taken several steps in this direction:

- \* An organizational values statement was developed including inclusivity/diversity.
- \* All promotional materials including brochures and website have been updated to be culturally sensitive.
- \* All staff have been trained in implicit bias, cultural competency, as well as SAGE training to ask sexual orientation questions.
- \* Trainings were offered to the provider network on implicit bias and a repository of materials for providers related to implicit bias is being developed.
- \* While the overall 60+ PSA population is 2% non-caucasian, AAANM's program participants, non-caucasian representation is 6%. AAANM began asking sexual orientation questions during FY23 and has a baseline of 1% identifying as LGBTQ+. AAANM will continue to monitor these percentages.

2. Increase the number of area agency staff, providers and caregivers trained in implicit bias, cultural competencies, and root causes of racism.

- \* AAANM annually requires that all staff complete implicit bias and cultural competency training. The number of staff are tracked each year. In FY2024, AAANM will ensure that trainings incorporate material related to the root causes of racism.
- \* Training offerings in cultural competency and implicit bias will be made available to the provider network again in FY2024. The number of participants will be tracked as a baseline in FY2024.

3. Increase availability of linguistic translation services and communications based on the cultural needs in the region in which you serve.

- \* AAANM has requests for Spanish and sign language linguistic services. We contract with translation services for Spanish and sign language as well as have Spanish speaking employees on staff. We have the capacity to contract for other language translation services should the need arise. According to the American Community Survey (2012-2016) there are only 426 older adults in Region 10 that do not speak English (on a basis of 85K people during the same measurement period).

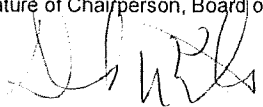
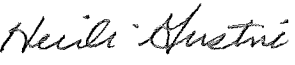
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Michigan Department of Health & Human Services  
**AGING & ADULT SERVICES AGENCY**

FY 2024 Annual Implementation Plan

**SIGNATURES**

This document covers Fiscal Year 2024. This document becomes valid upon approval by the Michigan Commission on Services to the Aging. It may be conditionally approved subject to all general and/or special conditions established by the Commission on Services to the Aging. This signature page may substitute for required signatures on documents within the documents if those documents are specifically referenced on this signature page.

The signatories below acknowledge that they have reviewed the entire document including all budgets, assurances, and appendices and they commit to all provisions and requirements of this Annual Implementation Plan.

Signature of Chairperson, Board of Directors 	Date 6-1-2023
Print Name David White, Board Chairperson	
Signature of Area Agency on Aging Director 	Date 6-1-2023
Print Name Heidi Gustine, Executive Director	
Area Agency on Aging Area Agency on Aging of Northwest Michigan	
<p>Documents referenced by the signature page:</p> <ul style="list-style-type: none"> <li>▪ FY 2024 Area Plan Grant Budget</li> <li>▪ FY 2024 Direct Service Budgets</li> <li>▪ Request to Transfer Funds</li> <li>▪ Waiver for Direct Service Provision</li> <li>▪ Assurances and Certifications</li> <li>▪ Assurance of Compliance with Title VI of Civil Rights Act of 1964</li> <li>▪ Regional Service Definitions (If Applicable)</li> <li>▪ Agreement for Receipt of Supplemental Cash-in-Lieu of Commodity Payments for the Nutrition Program for the Elderly (If Applicable)</li> <li>▪ Waiver of Minimum Percentage for a Priority Service Category (If Applicable)</li> </ul>	

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**MICHIGAN DEPARTMENT OF CORRECTIONS**  
**And**  
**WEXFORD COUNTY**

**THIS MEMORANDUM OF UNDERSTANDING** is entered into by the Michigan Department of Corrections (MDOC), whose address is 206 East Michigan Avenue, Lansing, MI 48933 and Wexford County, whose address is 437 E. Division St., Cadillac, MI 49601. The Parties for the considerations specified in this Agreement, agree to the following terms and conditions:

**Introduction**

Pursuant to Public Act 232 of 1953, MCL 791.223a(5), "All rents, contractual services, supplies, materials and equipment which are a county responsibility on the effective date of this subsection, shall continue to be a county responsibility." In compliance with this, Wexford County is providing a multi-function device (MFD) to be used by the Michigan Department of Corrections (MDOC) Probation Office located at 437 E. Division St., Cadillac, MI 49601. This device is a Ricoh MP 5055 printer/copier/scanner, serial number C337R700568.

**Term of Agreement**

Effective Date: May 2023

End Date: May 2028

This MOU may be renewed for three additional five-year terms upon the mutual agreement of the Parties.

**Consideration**

There is no remuneration for this MOU as it is for the mutual benefit of the Parties.

**Obligations of MDOC**

MDOC and Wexford County agree that this device will be installed as a network device on the State of Michigan (SOM) network and will be set up to use all major functions (printer, copier, and scanner). It will be used by the staff at the Wexford County Probation Office. MDOC agrees to install a data line and maintain the network to allow for full functionality of the MFD.

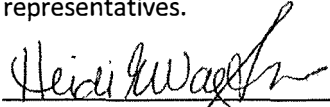
**Obligations of Wexford County**

Because sensitive data with personal information will occasionally be processed on this device, the state requires the machine be cleared of any image(s) of data (wiped) before the device leaves the Probation Office for any reason. As part of this MOU the County is to perform a secure DOD 5 pass wipe on any MFD taken out of service. MDOC is to be noted in writing when the MFD has been successfully wiped.

**Termination**

This Agreement may be terminated by any party at any time, for any reason by giving prior written notice to the other party.

**IN WITNESS WHEREOF**, the Parties have executed this agreement by their duly authorized representatives.

  
\_\_\_\_\_  
Heidi Washington, Director  
Michigan Department of Corrections

6/8/2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
Joe Porterfield, County Administrator  
Wexford County

\_\_\_\_\_  
Date

## **Addiction Treatment Services; Mobile Medication Assisted Treatment (MAT) Unit**

On-site treatment for individuals with substance use disorder (SUD) via mobile unit.

Mobile unit is self-sustainable; no septic hookup, water supply or electricity hookup necessary. The unit runs off the generator.

Services that will be delivered via the mobile unit include but are not limited to:

- initial screening of individuals with SUD, provided by a Registered Nurse, which will include full substance abuse assessment, prescription history using the MAPS reporting system, and gathering of other pertinent health history
- Telehealth services with a medical provider within 24 to 72 hours (ideally), if appropriate. Medical services include Medication Assisted Treatment (MAT), non-controlled substance options for treatment of SUD and Psychiatry
- Behavioral Health Treatment provided by Master's level clinicians, specialized Case Management, Peer Support Services and education pertaining to Harm Reduction techniques
- Case management services to provide coordination of care which will include gauging ability to pay by verifying insurance and/or lack thereof, with options for those who are uninsured or underinsured. Case management can also assist with other barriers to treatment including legal, social, economic or other obstacles preventing individuals affected by SUD from gaining access to proper healthcare.

We will evaluate the needs of each patient utilizing a person-centered approach. Addiction Treatment Services can provide intervention and treatment at each level of care; from acute withdrawal management at our detox center (The PIER) to inpatient rehabilitation for both men and women as well as varying intensity levels of outpatient services and can make those additional referrals from the mobile unit when appropriate.

Additionally, in coordination with Wexford County Health Department, referrals can be made for individuals who may need immunizations or testing which DHD10 provides that ATS does not. Having all these services available in one area for individuals who face barriers to care may begin to decrease the care deficit for individuals in under-resourced areas.

For further information, please reach out to Lesley Telfor BSN, RN; Nursing Supervisor, Addiction Treatment Services

[Lesleyt@addictiontreatmentservices.org](mailto:Lesleyt@addictiontreatmentservices.org)

231. 493. 8485