AGENDA

St. Clair County Board of Commissioners
Judiciary/Public Safety Committee

Board of Commissioners' Room
County Administrative Office Building, 2nd Floor
200 Grand River Avenue
Port Huron, MI 48060

December 2, 2021 at 6:00 PM

1. **Roll Call/Opening**
2. **Additions/Deletions/Changes to the Agenda**
   A. Addition: FY21 MDHHS Contract with Probate Court
3. **Citizens to be Heard**
4. **Updates**
5. **Conceptual Initiatives**
6. **Old Business**
7. **New Business**
   A. FY22 MMHCGP Letter of Agreement with St. Clair County Community Mental Health
8. **Other Judiciary/Public Safety Matters**
9. **Information Only**
10. **Receive and File Packets**
11. **Adjournment**

Committee Chair: Greg McConnell

Note: The County complies with the "Americans with Disabilities Act" and if auxiliary aids or services are required at the meeting for individuals with disabilities, please contact Administrator/Controller's Office, Suite 203, 200 Grand River Avenue, Port Huron, MI 48060, (810) 989-6900 three days prior to said meeting.

Addition: FY21 MDHHS Contract with Probate Court

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Contract Approval Request - MDHHS Probate Court	11/29/2021	Cover Memo
🗋	Probate MDHHS Donated Funds BOC Memo	11/29/2021	Cover Memo
🗋	FY21 MDHHS Contract with Probate Court	11/29/2021	Cover Memo

COUNTY OF ST.CLAIR
Purchasing Division

CONTRACT APPROVAL REQUEST

☐ NEW CONTRACT ☒ CONTRACT RENEWAL ☐ CONSOLIDATION OF EXISTING CONTRACTS

☐ BIDS REQUIRED
☐ BIDS RECEIVED

☒ NO BIDS REQUIRED
☒ SINGLE SOURCE
☐ CONTRACT EXTENSION
☐ INCREASE WITHIN CPI-U
☐ VALUE LESS THAN THRESHOLD

☒ BOC POLICY COMPLIANCE
☐ REVIEWED BY CORP COUNSEL

VENDOR: Michigan Department of Health & Human Services

VALUE: $71,850

TERM: 10/1/20-09/30/21

CONTRACT TYPE: Professional Services

SERVICE DESCRIPTION: To provide liaison services to clients of Probate Court

DEPARTMENT(S): Probate Court

COMMENTS: The Probate Court extended its contract with MDHHS for services that they provide to mutual clients of the Probate Court office. The cost is a 2% increase from the last contract in 2019/2020. The contract pays for a portion of the Guardianship Service specialist's wages and benefits. The position helps clients of the Probate Court find the services needed for their situation. The Probate court has been contracting with MDHHS for these services since 12/1/18. Funds will need to be added to the Probate Court to cover this additional cost, however, the Probate Court is seeing additional revenues from an increase in volume, so the cost can be covered by the increase in revenues.

STATE OF MICHIGAN

OFFICE OF THE COURT ADMINISTRATOR
31ST JUDICIAL CIRCUIT COURT
ST. CLAIR COUNTY PROBATE COURT
31ST JUDICIAL CIRCUIT COURT - FAMILY DIVISION

201 McMORRAN BLVD. ROOM 2800
PORT HURON, MICHIGAN 48060
Adult Probate (810) 985-2066
Family Division (810) 985-2155

MICHAEL K. MCMILLAN
Court Administrator

NATHAN ROSKEY
Director of Juvenile Services
SAMANTHA LORD
Attorney Referee
JOSEPH SCHULTE
Probate Register

To: Board of Commissioners
From: Michael McMillan, Circuit/Probate/Family Court Administrator
Date: November 10, 2021
Re: Probate Court/MDHHS Donated Funds Contract

The St. Clair County Probate Court is respectfully requesting that the Board approve the contract renewal for the Donated Funds Position between the Probate Court and MDHHS.

The St. Clair County Probate Court has historically maintained a large caseload when it comes to Minor Guardianship cases compared to other counties of similar size, population, and overall caseload. Many of these cases require home visits, investigations, and services provided through different agencies. In most cases the Court attempts to refer some of these matters to the MDHHS for services; however, there is not a MDHHS worker assigned to these types of matters. This process is stymied due to the inability for MDHHS workers to maintain guardianship cases due to their policy. This means that many of the services needed to reunite families is often unavailable to them.

Four years ago, the Probate Court partnered with MDHHS to each cover half of the cost of a MDHHS caseworker who resides within the Court. This worker maintains a caseload of guardianship cases that allows families to be eligible for MDHHS services that would not have been available otherwise. This program was the first of its kind in the state and has been very successful.

We are asking that the Board approve the contract in the amount of $71,850. Please feel free to contact me with any question or concerns.

State of Michigan
Department of Health and Human Services
Bureau of Grants and Purchasing (BGP)
PO Box 30037, Lansing, MI 48909
Or
235 S. Grand Avenue, Suite 1201, Lansing, MI 48933

AGREEMENT NUMBER: DFA21-74003

Between

THE STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES

hereinafter referred to as "MDHHS"

And

AGENCY NAME	PRIMARY CONTACT	EMAIL
St. Clair County Probate Court	Mike McMillian	mmcmillan@stclaircounty.org
AGENCY ADDRESS		TELEPHONE
201 McMorran Blvd., Port Huron, MI 48060-4010		810-989-2181

STATE CONTACT	NAME	TELEPHONE	EMAIL
Contract Administrator	Heather Robinson-Moore	810-966-2145	RobinsonMooreH@michigan.gov
BGP Analyst	Emily Quintero	517-335-7185	QuinteroE1@michigan.gov

AGREEMENT SUMMARY		
SERVICE DESCRIPTION	Donated Funds Agreement	
POSITIONS	Services Specialist	
COUNTY(IES) SERVED	St. Clair	
WORK LOCATION(S) FOR ASSIGNED MDHHS STAFF	St. Clair County Probate Court, 201 McMorran Blvd., Room #2800, Port Huron, MI 48060	
LOCATION(S) FROM WHICH APPLICATIONS WILL BE PROCESSED	St. Clair County Probate Court, 201 McMorran Blvd., Room #2800, Port Huron, MI 48060	
EFFECTIVE DATE		EXPIRATION DATE
October 1, 2020		September 30, 2021
MISCELLANEOUS INFORMATION		
ESTIMATED AGREEMENT VALUE AT TIME OF EXECUTION		$71,850
AGREEMENT TYPE	Revenue	

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

FOR THE AGENCY:

St. Clair County Probate Court
Agency

E-SIGNED by Mike McMillian
on 2020-09-03 14:19:53 EDT
Signature of Director or Authorized Designee

Mike McMillian
Print Name Title

2020-09-03 14:19:53 UTC
Date

FOR THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES:

E-SIGNED by Jeanette Hensler
on 2020-09-04 15:30:49 EDT
Signature of Director or Authorized Designee

Jeanette Hensler, Director-Grants Division
Bureau of Grants and Purchasing
Print Name Title

2020-09-04 15:30:49 UTC
Date

Part I

I. Period of Agreement

This Agreement will commence on October 1, 2020 and continue through September 30, 2021. Throughout the Agreement October 1, 2020 shall be referred to as the begin date. This Agreement is in full force and effect for the period specified.

II. Agreement Amount

The total amount of this Agreement is $71,850. The Agency under the terms of this Agreement will provide funding not to exceed $71,850.

III. Purpose

The purpose of this Agreement is to place one or more MDHHS employees as defined in the Special Provisions section of this Agreement at locations specified by the Agency to provide services to mutual clients as defined in the employee's position description. The employee will be employed by and under MDHHS supervision. The cost of the employee is shared by both the MDHHS and the Agency with the agency paying MDHHS the Agreement Amount that is calculated as a portion of the cost of an employee in that position.

IV. General Provisions

The Agency agrees to comply with the General Provisions outlined in Part II and Special Provisions outlined in Part III, which are part of this Agreement.

V. Special Conditions

A. This Agreement is valid upon approval and execution by both MDHHS and the Agency.

B. MDHHS will not assume any responsibility or liability for costs incurred by the Agency prior to the signing of this Agreement.

Part II

General Provisions

I. Responsibilities - Agency

The Agency in accordance with the general purposes and objectives of this Agreement shall:

A. Agency Operations

1. Provide the necessary administrative, professional, and technical staff for operation of the program, such as, but not limited to facility maintenance and janitorial services.
2. Provide MDHHS with updated contact information within 10 days of change. Contact Information includes agency name, contact name, email address, mailing address, telephone number.
3. Provide MDHHS copies of all rules, regulations, procedures, and staff relations policies to which the MDHHS employee(s) are expected to adhere.
4. Provide all of the following, including, but not limited to the following:
   a. Minimum 80 square feet workstation space that is hazard-free, includes suitable work surface space, entry locks, one lockable file cabinet for each MDHHS employee and has limited access by Agency employees.
   b. Access to fax machine and copier within the MDHHS employee(s)' work space.
   c. Shredder or access to a locked box serviced by a document destruction company
   d. Space for a 0 person waiting area either in the employee's room or in an area immediately adjacent to the MDHHS employee(s)' office and out of the way of regular agency activities, along with confidential interview space.
   e. Internet access for on-site MDHHS employee(s).
   f. Costs associated with relocating MDHHS employee(s) during the term of this Agreement.
   g. Agency facility parking fees, if applicable for the MDHHS employee(s).
   h. Agency will pay mileage in excess of the $511.00 that is provided by MDHHS. This excess travel/mileage reimbursement is incorporated in the total Agreement amount when applicable.
   i. Courier service as needed
   j. Other: N/A

   The above shall be available Monday through Friday, including holidays/non-workdays not shared with the schedule of MDHHS employees, and located in an area that offers security to the MDHHS employee(s), where clients will not interfere with the Agency's activities.
5. Ensure that the assigned MDHHS employee(s) perform only tasks appropriate for their MDHHS classification as listed in Part III, Special Provisions.

B. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to

support program activities and all expenditures made under the terms of this Agreement, as required. Assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained for a period of not less than three years from the date of termination, or until litigation and audit findings have been resolved. This Section applies to Agency, any parent, affiliate, or subsidiary organization of Agency.

C. Authorized Access

Permit MDHHS's authorized representatives at reasonable times, rights to enter the Agency's premises, or any other places where MDHHS's employee(s) are working and where services are being performed and have access to work-in-progress. To the extent that the access will not interfere or jeopardize the safety or operation of the systems or facilities, MDHHS's representative must be allowed to inspect, monitor, or otherwise evaluate the work being performed by the MDHHS employee. The Agency must provide facilities and assistance for MDHHS's representative.

D. Notification of Modifications

Provide timely notification to MDHHS, 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 services, funding or compliance with operational procedures for the Agreement activities.

E. Mandatory Disclosures

1. Disclose to MDHHS in writing within 14 days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Agency or an officer or director of the Agency or subcontractor that arises during the term of this Agreement that potentially affects 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;
        i. A claim that might reasonably be expected to adversely affect the Agency's viability or financial stability; or
        ii. A governmental or public entity's claim or written allegation of fraud;

    or

    f. A proceeding involving any license that Agency is required to possess to perform under this Agreement.
2. Notify MDHHS, at least 90 calendar days before the effective date, of a change in Agency's ownership and/or executive management that potentially affects this Agreement.

F. Conflict of Interest and Code of Conduct Standards

1. The Agency will uphold high ethical standards and is prohibited from:
    a. Holding or acquiring an interest that would conflict with this Agreement;
    b. Doing anything that creates an appearance of impropriety with respect to the

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 the Agency, any consideration contingent upon the award of this Agreement.

2. Immediately notify MDHHS of any violation or potential violation of these standards. This Section applies to the Agency, any parent, affiliate, or subsidiary organization of the Agency.

G. Insurance Requirements

1. Maintain a minimum of the insurances listed below and is responsible for all deductibles. All required insurance must:

   a. Protect the State of Michigan from claims that may arise out of, are alleged to arise out of, or result from the Agency'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, or equivalent self-insurance program.

2. Insurance Types

   a. Commercial General Liability Insurance.

      If the Agency will deal with children, schools, or the cognitively impaired, coverage must not have exclusions or limitations related to sexual abuse and molestation liability.

3. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Agency from any obligations under this Agreement.

H. Return State Equipment/Resources

Any computer equipment or other resources funded or otherwise provided through this Agreement by MDHHS, is property of MDHHS and will revert to MDHHS upon expiration or termination of the Agreement.

II. Responsibilities - MDHHS

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

A. Assign Employees to Agency's location

Assign the agreed number of MDHHS employee(s), as identified in Part III, Special Provisions to provide services consistent with their job classification per MDHHS policy. An assigned MDHHS employee(s) shall be deemed to be an employee of MDHHS for all purposes, including workers' compensation, unemployment, social security and the payment of wages inclusive of holiday and vacations.

Hours worked will be Monday through Friday, either 8:00 a.m. to 4:30 p.m. with a 30-minute (half hour) lunch break, or 8:00 a.m. to 5:00 p.m. with a 60-minute (one hour) lunch break.

B. Employee Supervision

1. Ensure that the employee(s) shall be supervised by MDHHS and shall be duly trained

and qualified prior to placement on-site at the location of the facilities.

2. Provide the employee(s) with copies of the Agency's applicable rules, regulations, procedures and staff relations policies.

3. Ensure that the on-site MDHHS employee(s) shall follow the rules of conduct, policies, and procedures of the Agency, while still enjoying the benefits and protections afforded under the Civil Service rules and their collective bargaining Agreement, as long as the Agency rules, policies, procedures are not in direct violation with those of MDHHS.

4. Provide each MDHHS employee the following:

   a. Staff travel/mileage reimbursement following the established MDHHS processes for reimbursement up to $511.00.
      i. Travel/mileage reimbursement in excess of $511.00 shall be the responsibility of the Agency, and incorporated into the total Agreement amount when applicable, and paid to MDHHS through the payment process and schedule defined in this Agreement.

   b. Desktop office supplies, including paper and printed material.

   c. Computer with VPN to access MDHHS systems.

   d. Printer/scanner

   e. Other (specify): N/A

III. Financial Requirements

The Agency will reimburse to MDHHS the total of this Agreement for the placement and performance of MDHHS employees in accordance with the terms of this Agreement.

A. Funding Sources

The Agency guarantees that the funds paid to MDHHS are not federal or state funds, except in such instances as the Federal Act authorizing expenditures of said funds permits their use for matching other federal funds or as authorized by State law or agreed to by MDHHS. Furthermore, the Agency guarantees that these donated funds have not been used as a match to obtain other federal funds.

B. Payment Submission

The Agency shall send payments to:

State of Michigan
MDHHS-Cashier Unit
PO Box 30802
Lansing, MI 48909-8302

Or

The Agency may also choose to pay by Electronic Funds Transfer (EFT), using the State of Michigan MiCaRS payment system, at https://payinvoice.state.mi.us/qaa .

All payments sent to MDHHS shall include a reference to the Agreement number.

C. Payment Schedule

1. Payment to MDHHS shall be made in accordance with the annual payment schedule below. The Agency shall make final payments to MDHHS no later than July 1.

PAYMENT DUE DATES	AMOUNT OF PAYMENT
January 1, 2020	$17,962
April 1, 2020	$17,963
July 1, 2020	$35,925

2. MDHHS may vacate a position without penalty for 10 consecutive work days or less due to vacation, illness or position vacancy. Position vacancy may include the temporary layoff of employees. If a vacancy exceeds 10 consecutive days, upon execution of an amendment, the amount owed by the Agency shall be reduced on a prorated basis determined by MDHHS and MDHHS shall refund the amount due to the Agency.

IV. Assurances

The following assurances are hereby given to MDHHS:

A. Compliance with Applicable Laws

The Agency will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement.

B. Non-Discrimination

1. The Agency must comply with MDHHS's non-discrimination statement: Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, political beliefs, or disability.
2. The Agency will comply with all federal statutes relating to nondiscrimination, as applicable to Agency. These may include but are not limited to:
   a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
   b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities;
   c. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
   d. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
   e. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
   f. The requirements of any other nondiscrimination statute(s) which may apply to the application.

C. Health Insurance Portability and Accountability Act

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

1. The Agency must not share any protected health data and information provided by MDHHS that falls within HIPAA requirements except as permitted or required by applicable law; or to a subcontractor as appropriate under this Agreement.

2. The Agency will ensure that any subcontractor will have the same obligations as the Agency not to share any protected health data and information from MDHHS that falls under HIPAA requirements in the terms and conditions of the subcontract.

3. The Agency must only use health data and information provided by MDHHS for the purposes of this Agreement.

4. The Agency 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 Agency's employees.

5. The Agency must have a policy and procedure to immediately report to MDHHS any suspected or confirmed unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Agency becomes aware. The Agency will work with MDHHS to mitigate the breach and will provide assurances to MDHHS of corrective actions to prevent further unauthorized uses or disclosures.

6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part II, Section V. Agreement Termination.

7. In accordance with HIPAA requirements, the Agency is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information by the Agency received from MDHHS or any other source.

8. The Agency will enter into a business associate Agreement should MDHHS determine such an Agreement is required under HIPAA.

MDHHS assures that any protected health data and information provided by the Agency will be protected in a manner that complies with HIPAA.

D. Website Incorporation

MDHHS is not bound by any content on the Agency's website unless expressly incorporated directly into this Agreement.

E. Survival

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

F. Non-Disclosure of Confidentiality Information

1. The Agency 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 affiliates, employees, agents, or subcontracts of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purpose whatsoever other than the performance of this Agreement.

   Meaning of Confidential Information

   For the purpose of this Agreement the term "Confidential Information" means all information and documentation that:

   a. Has been marked "confidential" or with words or similar meaning, at the time of disclosure by such part;

b. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning and

c. Should reasonably be recognized as confidential information of the disclosing party,

The term "Confidential Information" does not include any information or documentation that was:

a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);

b. Already in the possession of the receiving party without an obligation of confidentiality;

c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;

d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or

e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving part)

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

G. General Indemnification

If the Agency is not a governmental agency, the Agency must defend, indemnify and hold the State, its departments, division, agencies, offices, commissions, officers, and employees harmless without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or related to:

1. Any breach by the Agency (or any of the Agency's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, Agreements, representations, warranties, or insurance requirements contained in this Agreement.

2. Any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party;

3. Any bodily injury, death or damage to real or tangible personal property occurring wholly or in part due to action or inaction by the Agency (or any of the Agency's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and

4. Any acts or omission of the Agency (or any of the Agency's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify the Agency in writing if indemnification is sought; however, failure to do

so will not relieve the Agency, except to the extent that the Agency is materially prejudiced. The Agency must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. The Agency will not without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with MDHHS of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

V. 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 Agreement will continue in full force and effect.

VI. Waiver

Failure to enforce any provision of this Agreement will not constitute a waiver to enforce any other provision of this Agreement.

VII. Amendments

Any changes to this Agreement will be valid only if made in writing and accepted by all parties to this Agreement. Any change proposed by the Agency which would affect the funding of the Agreement, must be submitted in writing to MDHHS for approval immediately upon determining the need for such change. The Agency shall, upon request of MDHHS and receipt of a proposed amendment, amend this Agreement.

VIII. Agreement Termination

A. This Agreement may be terminated by either party without further liability or penalty by giving 30 days written notice to the other party stating the reasons for termination and the effective date.

B. This Agreement may be terminated if MDHHS does not receive a scheduled payment from the Agency within 10 business days of the due date upon written notification to the Agency.

C. Upon termination of this Agreement, the total amount of payment under the Agreement shall be prorated over the abbreviated term of the Agreement, starting on the effective date and ending on the cancellation date. Any prepayment by the Agency in excess of the revised amount shall be refunded by MDHHS to Agency.

IX. Liability

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Agency in the performance of this Agreement shall be the responsibility of the Agency, and not the responsibility of MDHHS, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Agency, any subcontractor, anyone directly or indirectly employed by the Agency, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Agency or its employees by statute or court decisions. MDHHS is not liable

for consequential, incidental, indirect or special damages, regardless of the nature of the action as it relates to this Agreement.

X. State of Michigan Agreement

This is a State of Michigan Agreement and must be exclusively governed by the laws and construed by the laws of Michigan, excluding Michigan's choice-of-law principle. All claims related to or arising out of this Agreement, or its breach, whether sounding in contract, tort, or otherwise, must likewise be governed exclusively by the laws of Michigan, excluding Michigan's choice-of-law principles. Any dispute as a result of this Agreement shall be resolved in the state of Michigan.

Part III

Special Provisions

MDHHS shall assign the following full-time MDHHS employee(s) to provide services consistent with MDHHS classification provided in the link(s) below:

- Services Specialist

MDHHS classification

Administrative Support:
See Position Description for Word Processing *or* General Office Assistant:
http://www.michigan.gov/documents/WordProcessingAssistant_12989_7.pdf
http://www.michigan.gov/documents/GeneralOfficeAssistant_12692_7.pdf

Departmental Analyst
See Position Description for Departmental Analyst:
http://www.michigan.gov/documents/DepartmentalAnalyst_12505_7.pdf

Eligibility Specialist:
See Position Description for Eligibility Specialist (Assistance Payments Worker):
http://www.michigan.gov/documents/AssistancePaymentsWorker_12090_7.pdf

Family Home Aide:
See Position Description for Home Aide:
https://www.michigan.gov/documents/HomeAide_12720_7.pdf

Family Independence Manager:
See Position Description for Family Independence Manager:
http://www.michigan.gov/documents/FamilyIndependenceManager_12648_7.pdf

Family Independence Specialist:
See Position Description for Family Independence Specialist:
http://www.michigan.gov/documents/FamilyIndependenceSpecialist_12650_7.pdf

Services Specialist:
See Position Description for Services Specialist:
https://www.michigan.gov/documents/Services_Specialist_29422_7.pdf

The assigned MDHHS employee(s) shall:

a. Meet or exceed the program Standard of Promptness (SOP)
b. Report the following metrics:
    i. Total applications by program received each year.
    ii. Total applications processed by program each month.
    iii. Monthly SOP per program as well as overall SOP.
c. Submit monthly progress reports by the 10th of the following month to the Local MDHHS office.

FY22 MMHCGP Letter of Agreement with St. Clair County Community Mental Health

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	FY22 MMHCGP Letter of Agreement with CMH	11/8/2021	Cover Memo
🗋	FY22 MMHCGP Letter of Agreement with CMH	11/8/2021	Exhibit

MEMORANDUM

DATE: November 8, 2021

TO: St. Clair County Board of Commissioners

CC: Hon. John D. Tomlinson

FROM: Rebeccah Shafran, MHC Coordinator

SUBJECT: FY22 MMHCGP Letter of Agreement Sub-Contract with CMH

With your permission, I would request to place the FY22 MMHCGP Letter of Agreement Sub-Contract with St. Clair County CMH on the agenda for December 2, 2021 Standing Committee Meeting for review, approval, and signature.

The attached is a Letter of Agreement between the Mental Health Court and St. Clair County Community Mental Health Authority for the fiscal year beginning October 1, 2021 and ending on September 30, 2022.

St. Clair County Community Mental Health Authority has agreed to provide travel for participants, treatment, and staff training for the Mental Health Court. The total sum to be paid to St. Clair County Community Mental Health Authority under this agreement will not exceed $72,736.00. The Mental Health Court agrees to pay St. Clair County Community Mental Health Authority directly and the court will then send the invoices to the State Court Administrative Office for reimbursement.

Rebeccah Shafran
MHC Coordinator

Attachments: FY22MMHCGP Letter of Agreement Sub-Contract with CMH

Contract #25332

LETTER OF AGREEMENT

(SUB-CONTRACT)

between

ST. CLAIR COUNTY

and

ST. CLAIR COUNTY COMMUNITY MENTAL HEALTH AUTHORITY

~ Mental Health Court ~

This LETTER OF AGREEMENT / SUB-CONTRACT is for the period of October 1, 2021 through September 30, 2022 (FY22).

Conditioned upon **72ND DISTRICT COURT, County of St. Clair,** *Michigan Mental Health Court Program,* executing the attached *Michigan Mental Health Court Grant Program* ('Attachment A' to this LETTER OF AGREEMENT/SUB-CONTRACT) with State Court Administrative Office, Lansing, Michigan (SCAO), **St. Clair County** will, in turn, provide funding, per this LETTER OF AGREEMENT up to forty-nine thousand four hundred twenty-two dollars ($72,736.00) to **St. Clair County Community Mental Health Authority**, in accordance with the *Michigan Mental Health Court Grant Program* terms. These funds are to address the identified case management and clerical support needs (personnel wages and fringe benefits), as well as travel, treatment costs, and training within the *Michigan Mental Health Court Grant Program*.

ATTACHMENT A: *Michigan Mental Health Court Grant Program (Grant Sub-Contract Summary)*
*Detail of specific services and supplies to be purchased through this LETTER OF AGREEMENT / SUB-CONTRACT

As a condition of funding, **St. Clair County Community Mental Health Authority**, as sub-recipient of grant funding, agrees to abide by the requirements delineated in the attached *Michigan Mental Health Court Grant Program*.

To receive reimbursement, **St. Clair County Community Mental Health Authority** must submit documentation in the form of 'Timesheets' for staff time worked and receipts and invoices of travel, treatment costs, and training to **St. Clair County Mental Health Court**.

Program Director / Designee
St. Clair County Mental Health Court

10/4/21
Date

Chairman / Designee
St. Clair County Board of Commissioners

Date

Executive Director / Designee
St. Clair County Community Mental Health Authority

10-21-21
Date

ATTACHMENT A

Michigan Mental Health Court Grant Program

Grant Sub-Contract Summary

VENDOR	PROJECT OFFICIAL
St. Clair County Community Mental Health Authority (CMH) **Address:** 3111 Electric Avenue **City, State, Zip:** Port Huron, MI 48060 **Telephone:** (810) 985-8900 **Fax:** (810) 985-7620	**Project Director:** Michael Brown **Title:** Program Coordinator **Department:** St. Clair County CMH Authority **Address:** 3111 Electric Avenue **City, State, Zip:** Port Huron, MI 48060 **Telephone:** (810) 966-4485 **Fax:** (810) 985-7620
Contract #: 25332 **Federal ID #:** 38-6006420 **Project Start Date** October 1, 2021 **Project End Date** September 30, 2022 (FY22)	**FINANCIAL OFFICIAL** **Project Director:** Danielle Hazlewood **Title:** Finance Coordinator **Department:** St. Clair County CMH Authority **Address:** 3111 Electric Avenue **City, State, Zip:** Port Huron, MI 48060 **Telephone:** Danielle: (810) 966-3559 **Fax:** (810) 966-3393
BUDGET SUMMARY **Category** — **Amount** **Personnel & Fringe Benefits:** $0.00 (Approximate SCCCMH in-kind: $234,581.71) **Training:** $0.00 **Travel:** $500.00 **Office Supplies:** $98.00 **Treatment Costs:** $72,138.00 ***TOTAL:*** *$72,736.00*	**PROJECT TITLE:** ***Mental Health Court*** **Grantee:** 72nd District Court, St. Clair County **Grantee Award Amount:** $381,593.00 **Grantee Amount:** $308,859.00 **Vendor Amount:** $72,736.00

We hereby accept this Letter of Agreement / Sub-Contract in the amount of for the period shown above on the basis of the application, assurances, and supporting documents submitted by the Court to the State Court Administrative Office (SCAO).

This Letter of Agreement / Sub-Contract becomes fully-executed upon return of this Letter of Agreement / Sub-Contract to the Court, with all required signatures.

This award does not assure or imply continuation in funding beyond the FY22 funding period of this Letter of Agreement / Sub-Contract.

ATTACHMENT A

SUB-CONTRACTOR / VENDOR

Vendor: St. Clair County
Community Mental Health Authority

Department: Mental Health Court

Address: 3111 Electric Ave.
Port Huron, MI 48060

GRANTEE

Grantee: St. Clair County -
72nd District Court

Department: Mental Health Court Division

Address: 201 McMorran Blvd.
Port Huron, MI 48060

Authorizing Official – *Executive Director*

Signature: _____

Name: Debra Johnson

Date: 10-21-2021

Project Director – *Probate Judge*

Signature: _____

Name: Honorable John D. Tomlinson

Date: 11/4/21

Project Official – *Program Coordinator*

Signature: _____

Name: Michael Brown

Date: 11-2-21

St. Clair Co. Administrator/Controller

Signature: _____

Name: Karry Hepting

Date: _____

Financial Official – *Finance Specialist*

Signature: _____

Name: Danielle Hazlewood

Date: 10-19-21