

**Michigan Nursing Licensure Survey Request for Proposal**

**and**

**Michigan Nurse Mapping Request for Proposal**

Issued by:

**Michigan Department of Health and Human Services**

Bureau - Planning and Policy

Division - Office of Nursing Policy

Intent to Apply Form Due:

June 1, 2015 by 3:00 p.m.

Full Proposal Due:

June 15, 2015 by 3:00 p.m.

**Only electronic grant applications will be accepted.**

**Michigan Nursing Licensure Survey Request for Proposal  
and  
Michigan Nurse Mapping Request for Proposal**

**TABLE OF CONTENTS**

PART I: GENERAL GUIDELINES AND INFORMATION ..... 4

    A. Background and Introduction..... 4

        Component I – Michigan Nursing Licensure Survey ..... 4

        Component II – Michigan Nurse Mapping..... 4

    B. Target Applicants ..... 5

    C. Available Funds ..... 5

    D. Statement of Work to be completed by Bidder ..... 6

        Component I - Michigan Nursing Licensure Survey..... 6

            Review of Proposal ..... 7

        Component II - Michigan Nurse Mapping..... 10

            Review of Proposal ..... 11

    E. Use of Funds..... 13

PART II: APPLICATION PROCESS..... 14

    A. Notice of Intent to Apply ..... 14

    B. Questions Regarding the RFP..... 14

    C. Submission and Review Requirements..... 15

        1. Submission ..... 15

        2. Award Notification ..... 15

PART III: FORMAT REQUIREMENTS..... 15

    A. Content of Proposal Package..... 16

B. Formatting/Packaging..... 16

PART IV: CONTRACT MANAGEMENT ..... 17

A. Distribution of Funds ..... 17

B. Fiduciary Role..... 17

## **PART I: GENERAL GUIDELINES AND INFORMATION**

### **A. BACKGROUND AND INTRODUCTION**

A separate proposal will be required for each component. Each proposal shall be specific to the component as described below. Any proposal received describing a combination of components described below will not be considered.

#### **Component I – Michigan Nursing Licensure Survey:**

To inform healthcare stakeholders and the general public, the Michigan Department of Health and Human Services (MDHHS), Office of Nursing Policy (ONP) is soliciting applications to design and update a data collection instrument to be administered at the time of nursing licensure renewal, coordinate data collection with the Department of Licensing and Regulatory Affairs (DLARA), Bureau of Health Care Services, Health Professions Division (BHCS), clean, aggregate and analyze the resultant data and provide survey results and associated data analyses both in hard copy report format, suitable for publication and searchable, electronic, graphical representations. The survey shall be administered in coordination with the BHCS, licensure renewal process. These data must be accessible for use by healthcare stakeholders and members of the general public through an online tool providing nursing workforce data that will meet informational needs on a statewide and regional basis through an interactive, graphical display. The data shall reflect the demographic and professional characteristics of the nursing workforce in Michigan and functionally support inclusion of previous data gathered to analyze trends over time and projected changes.

#### **Component II – Michigan Nurse Mapping:**

The MDHHS, ONP is also soliciting applications to obtain, clean and aggregate licensing data of all licensed nurses in Michigan, separately mapping statewide distribution and demographic characteristics for licensed practical nurses and registered nurses licensed in Michigan and presenting the data through online searchable maps, tables, and charts. Licensure data shall be obtained from the BHCS to map the geographical distribution of licensed registered nurses and licensed practical nurses throughout the state to determine age distribution, population rates, supply and demand, and nursing workforce planning. These data must be accessible for use by healthcare stakeholders and members of the general public through an online tool providing an interactive graphical display of nursing workforce data that will meet informational needs on a statewide and regional basis.

The ONP seeks to provide healthcare stakeholders and the general public tools for easy access to nursing workforce data in a format that enables them to generate answers to statewide and regional questions about the current characteristics of the nursing workforce in Michigan.

## **B. TARGET APPLICANTS**

Eligible private, nonprofit, or public entities with expertise in data development, collection, methodology, abstraction, and analyses.

The award/s shall be made to eligible private, nonprofit, or public entities that have expertise and proven experience in survey development, data cleaning, data abstraction and aggregation, analytic methodology development, assessment and interpretation, and preparation of associated, comprehensive reports suitable for publication as well as interactive, online representation of data to allow for geographic display of data suitable for user analysis.

## **C. AVAILABLE FUNDS**

The MDHHS intends to fund up to two awards not to exceed \$118,000 per year for a three-year period. An applicant may apply for one or both of the components available for funding. The maximum award per year for component one is \$70,000 and \$48,000 for component two for a period of three years (36 months).

Grants awarded under this RFP are based on availability of funding and subject to State Administrative Board approval. Successful applicants will receive three years of funding beginning October 1, 2015 through September 30, 2018 and will be issued twelve-month agreements starting with the period of October 1, 2015 to September 30, 2016. Funded applicants will submit a non-competitive renewal application for each subsequent year of funding. *Ongoing funding after year one will be based on documented performance meeting grant deliverables and may be extended for a total of three additional one-year contract periods.*

#### **D. STATEMENT OF WORK TO BE COMPLETED BY BIDDER**

**(The following components may be bid jointly or separately)**

***Component I - Michigan Nursing Licensure Survey (three- year contract with three optional one-year extensions) Bid not to exceed \$70,000***

The ONP is soliciting applications to design a data collection instrument, coordinate collection with BHCS, analyze data and provide survey results and associated data analyses both in hard copy report format and searchable, electronic, graphical representations. The project must be administered in a manner that maximizes efficiency in use of ONP funds and the quality and breadth of data and analyses provided. Resultant information must be available in a form that can be readily accessed and utilized by healthcare stakeholders and members of the general public. The ONP seeks to provide healthcare stakeholders and the general public easy access to nursing workforce data in a format that enables them to generate answers to statewide and regional questions about the current demographic and professional characteristics of the nursing workforce in Michigan as well as trends over time and projected changes in characteristics.

The applicant must possess the appropriate expertise and a demonstrated ability to efficiently complete both the analytic and technological components of the scope of work. During the course of the project, the ONP will make personnel available for meetings to determine the specific data elements to be analyzed and aggregated, the final content and layout of the dashboards, as well as the addition of any additional data from past years. All funds obtained through the awarded contract must be utilized to fund the design and administration of the data collection instrument, data entry of historic data, analysis and presentation of resultant data, associated communication with staff from the Michigan DLARA and ONP. The bidder will include a description of software to be utilized to provide online capability for dashboard display of the statewide information as well as data analysis and aggregation to facilitate display of searchable dashboards presenting the aforementioned characteristic of regional, retiring, new graduate and advanced practice nurses with an emphasis on the efficiencies and functionality to be realized by utilization of proposed technology. The functionality must support the inclusion of data over multiple years and multi-year comparisons of data. ONP may modify the workplan during the year with suitable notification to the bidder. Tasks to be completed by the bidder will include:

- Survey design, based on the 2015 survey with modifications approved by the ONP. Nurses shall be provided the opportunity to complete the survey online or return a paper copy by mail. By December 1<sup>st</sup> of the year prior to the administration of each survey, the contractor must provide DLARA a link to the survey to embed in the online

licensure renewal application and the Department of Technology, Management and Budget 90,000 paper copies of the survey instrument as a Scantron form to be mailed with licensure renewal notices.

- Data collection shall be completed by the end of May of the year corresponding with the nursing licensure renewal period. Information from the paper and electronic survey responses will be designed, cleaned and analyzed, including running statewide frequencies for use in preparing a statewide hard-copy report of the characteristics of the nursing workforce in Michigan as well as aggregating and analyzing data for presentation in searchable, online dashboards. The analyses will include running statewide and regional frequencies for use in preparing separate hard copy reports of the demographic, geographic and professional characteristics of the Michigan RN and LPN workforce, respectively.
- By September 30<sup>th</sup> of the year corresponding with the most recent licensure renewal period, the contractor will provide a hard-copy narrative report of the statewide and regional findings suitable for publication, similar to past statewide and regional reports funded by the ONP. The bidder will include a description of software to be utilized to provide online capability for dashboard display of the statewide information as well as data analysis and aggregation to facilitate display of searchable dashboards presenting the aforementioned characteristic of regional, retiring, new graduate and advanced practice nurses. Brief narrative descriptions highlighting key findings and guiding the user's interpretation of the data shall be developed for inclusion in the dashboard displays. The functionality must support the inclusion of data over multiple years and multi-year comparisons of data. The specific data elements to be analyzed and aggregated, the final content and layout of the dashboards, as well as the addition of any additional data from past years will be determined in discussions with ONP Staff.

### **Review of Proposal**

Proposals submitted in response to this RFP will be reviewed and evaluated by a panel comprised of individuals who have expertise/experience in relevant areas. Reviewers will be required to disclose any potential conflict of interest and reviewer assignments will be made in light of this information. All proposals will be scored to pre-established criteria. Scoring criteria will be responsive to the requirements of this RFP. The relative weight that each component of the proposal will receive in the review process is described below. MDHHS will make all final funding and allocation decisions.

## **Proposal Evaluation Criteria**

Formatting/Packaging	5 points
Organization Description, Qualifications, and Experience	30 points
Efficiency and Functionality of Proposed Software	35 points
Proposed Analytic Approach	35 points
Workplan and Timeline	20 points
Staffing Plan	15 points
Budget Preparation	10 points
<b>Total Possible Points</b>	<b>150 points</b>

**Formatting/Packaging (5 points):** Proposal is received by the specified due date, is in the specified format with all components of the bid present. Components of the bid are organized and labelled in a way that facilitates readability and comprehension of the information presented. Neatness and readability of the information will help earn maximum points.

**Organization Description, Qualifications, and Experience (30 points):** Overview of the organization including a description of the proven ability to collaborate in finalizing survey and reporting specifications and layouts and production of publishable reports. In addition, the description shall include the qualifications and experience of the organization demonstrating a proven ability to successfully collaborate with a contracting organization, protect the confidentiality of sensitive data, administer and implement the program and perform the work described within the specified timeframes and budget.

**Efficiency and Functionality of Proposed Software (35 points):** Bidder's overview of the rationale behind selection of the proposed software including a description of the software capability for data analysis and aggregation as well as presentation of the resultant data and information. The overview shall include the ease of use for end users wishing to obtain data and information, and the security, efficiencies, functionality and flexibility to be realized by the proposed software.

**Proposed Analytic Approach (35 points):** Provide a clear description of methods used to develop and implement the survey and aggregate and analyze the resultant information providing:

- details of the analytic approach to be utilized in refinement of the survey tool;
- data cleaning and analysis tasks to be completed;

- considerations and limitations to be applied in determining which breakouts are possible;
- mechanisms to ensure protection of confidentiality of individual responses.

**Workplan and Timeline (20 points):** Provide a clear description of the outcomes to be achieved by the project, include:

- Clear goals and measurable objectives;
- Timelines and assignment of responsibility for completion of objectives and activities;
- Description of how the results of the project will be shared with MDHHS/ONP and end users of the analyses.

**Staffing Plan (15 points):** Provide a clear description of the qualifications and experience of staff to be utilized for completion of each subtask of the project, including:

- Planned level of staff support and how the levels were determined;
- Position descriptions of key project personnel, and knowledge and experience of key project personnel related to the project;
- Inclusion of Bio-sketches for all key personnel.

**Budget Preparation (10 points):**

Applicants must submit a proposed budget for this project that is comprehensive and complete. The budget format can be found in Appendix F. A corresponding Budget Narrative must also accompany the budget forms with sufficient detail to enable the State to evaluate all costs.

If applicable, travel expenses will not be reimbursed at rates greater than the State of Michigan Travel Rates.

The program budget and budget narrative must demonstrate:

- The level of funding requested is reasonable to achieve the proposed outcomes;
- Proposed costs are aligned with project objectives, personnel needs and other resources required to complete project activities;
- Proposed costs identified as those needed specifically for this project and the rationale for expenditures. Program costs should not be utilized to cover current program capacity;
- Line item costs are specified on appropriate forms and include only eligible items from the funding section of the RFP;
- Description of planned level of staff support, key project personnel and how key personnel were determined.

***Component II - Michigan Nurse Mapping (three-year contract with three optional one-year extensions) Bid not to exceed \$48,000***

The ONP is soliciting applications to utilize data obtained from the Michigan BHCS, including all nurses currently licensed to practice in Michigan to separately map the distribution of licensed registered nurses and licensed practical nurses throughout the state in absolute numbers, by available demographic characteristics and relative to the state's population. The project must be administered in a manner that maximizes efficiency in use of ONP funds and the quality and breadth of data and analyses provided. Resultant information must be available in a form that can be readily accessed and utilized by healthcare stakeholders and members of the general public. The ONP seeks to provide healthcare stakeholders and the general public easy access to nursing workforce data in a format that enables them to generate answers to statewide and regional questions about the current characteristics of the nursing workforce in Michigan relative to the Michigan population as well as trends over time and projected changes in characteristics. The bidder shall include the software to be utilized to facilitate presentation of the information online in searchable maps, tables and charts.

The applicant must possess the appropriate expertise and a demonstrated ability to efficiently complete both the analytic and technological components of the scope of work. During the course of the project, the ONP will make personnel available for meetings to determine the specific data elements to be analyzed and aggregated, the final content and layout of the graphical representations, as well as the addition of any additional data from past years. All funds obtained through the awarded contract must be utilized to fund the data entry of current and historic data, analysis and presentation of resultant data, associated communication with staff in the Michigan Department of Licensing and Regulatory Affairs (LARA) and ONP personnel. The bidder will include a description of software to be utilized to provide online capability for display of the statewide and regional information as well as data analysis and aggregation to facilitate display of searchable views presenting the data with an emphasis on the efficiencies and functionality to be realized by utilization of proposed technology. The functionality must support the inclusion of data over multiple years and multi-year comparisons of data. ONP may modify the workplan during the year with suitable notification to the bidder. Tasks to be completed by the bidder will include:

- Licensure data shall be obtained by June 30th of the year corresponding with the nursing licensure renewal period. Information from DLARA will be cleaned and analyzed to separately ascertain characteristics of the licensed practical nurse and registered nurse workforce in Michigan, respectively, as well as aggregating and analyzing data for presentation in searchable, online graphical representations.

- By September 30<sup>th</sup> of the year corresponding with the most recent licensure renewal period, the contractor will provide graphical presentations separately mapping the distribution of licensed registered nurses and licensed practical nurses throughout the state in absolute numbers, by available demographic characteristics and relative to the state’s population. The bidder will include a description of software to be utilized to provide online capability for graphical display of the statewide information as well as data analysis and aggregation to facilitate display of searchable views presenting the aforementioned characteristic of licensed practical nurses and registered nurses licensed in Michigan. Brief narrative descriptions highlighting key findings and guiding the user’s interpretation of the data shall be developed for inclusion in the displays. The functionality must support the inclusion of data in two- year cohorts and multi-year/multi-cohort comparisons of data. The specific data elements to be analyzed and aggregated, the final content and layout of the displays, as well as inclusion of any additional data from past years, will be determined in discussions with ONP Staff.

## **Review of Proposal**

Proposals submitted in response to this RFP will be reviewed and evaluated by a panel comprised of individuals who have expertise/experience in relevant areas. Reviewers will be required to disclose any potential conflict of interest and reviewer assignments will be made in light of this information. All proposals will be scored to pre-established criteria. Scoring criteria will be responsive to the requirements of this RFP. The relative weight that each component of the proposal will receive in the review process is described below. MDHHS will make all final funding and allocation decisions.

### **Proposal Evaluation Criteria**

Formatting/Packaging	5 points
Organization Description, Qualifications, and Experience	30 points
Efficiency and Functionality of Proposed software	35 points
Proposed Analytic Approach	35 points
Workplan and Timeline	20 points
Staffing Plan	15 points
Budget Preparation	10 points
<b>Total Possible Points</b>	<b>150 points</b>

**Formatting/Packaging (5 points):** Proposal is received by the specified due date, is in the specified format with all components of the bid present. Components of the bid are organized and labelled in a way that facilitates readability and comprehension of the information presented. Neatness and readability of the information will help earn maximum points.

**Organization Description, Qualifications, and Experience (30 points):** Overview of the organization including a description of the proven ability to collaborate in finalizing survey and reporting specifications and layouts. In addition, the description shall include the qualifications and experience of the organization demonstrating a proven ability to successfully collaborate with a contracting organization, protect the confidentiality of sensitive data, administer and implement the program and perform the work described within the specified timeframes and budget.

**Efficiency and Functionality of Proposed Software (35 points):** Bidder's overview of the rationale behind selection of the proposed software including a description of the software capability for data analysis and aggregation as well as presentation of the resultant data and information. The overview shall include the ease of use for end users wishing to obtain data and information, and the security, efficiencies, functionality and flexibility to be realized by the proposed software.

**Proposed Analytic Approach (35 points):** Provide a clear description of methods used to clean, aggregate, analyze and present the data providing:

- details of the approach to clean data;
- data analysis tasks to be completed;
- considerations and limitations to be applied in determining which breakouts are possible;
- mechanisms to ensure protection of confidentiality of individual responses.

**Workplan and Timeline (20 points):** Provide a clear description of the outcomes to be achieved by the project:

- Clear goals and measurable objectives;
- Timelines and assignment of responsibility for completion of objectives and activities;
- Description of how the results of the project will be shared with MDHHS/ONP and end users of the analyses.

**Staffing Plan (15 points):** Provide a clear description of the qualifications and experience of staff to be utilized for completion of each subtask of the project, including:

- Planned level of staff support and how the levels were determined;
- Position descriptions of key project personnel, and knowledge and experience of key project personnel related to the project;
- Inclusion of Bio-sketches for all key personnel.

**Budget Preparation (10 points):**

Applicants must submit a proposed budget for this project that is comprehensive and complete. The budget format can be found in Appendix F. A corresponding Budget Narrative must also accompany the budget forms with sufficient detail to enable the State to evaluate all costs.

If applicable, travel expenses will not be reimbursed at rates greater than the State of Michigan Travel Rates.

The program budget and budget narrative must demonstrate:

- The level of funding requested is reasonable to achieve the proposed outcomes;
- Proposed costs are aligned with project objectives, personnel needs and other resources required to complete project activities;
- Proposed costs identified as those needed specifically for this project and the rationale for expenditures. Program costs should not be utilized to cover current program capacity;
- Line item costs are specified on appropriate forms and include only eligible items from the funding section of the RFP;
- Description of planned level of staff support, key project personnel and how key personnel were determined.

**E. USE OF FUNDS**

Funds available under this announcement for the Michigan Nursing Survey and Michigan Nurse Mapping should be used only for costs involved to generate a comprehensive report and interactive online format of the results of the data aggregation and analysis from the Michigan nursing survey and costs associated with producing an interactive online depiction of data associated with licensure information for all nurses licensed in Michigan.

Funding awarded under this RFP may only be used to pay for:

- Staff Salaries/fringe;
- Meetings;
- Equipment, supplies, and materials.

Consultation costs and sub-contracting costs will be excluded. Installation costs and testing equipment may be considered upon approval of MDHHS, if funding is available.

Any funds received by the recipient of the award but not spent for the specific purpose must be returned to MDHHS. In submitting the application the applicant assures that funds will only be used for the intended program. The MDHHS will not assume any responsibility or liability for costs incurred by the recipient of the award prior to the signing of an agreement. Funds will be set-aside at the discretion of MDHHS for an independent analysis of program expenses, staffing and operating expenses of funded programs. Relative merits of the program funded will be evaluated.

## **PART II: APPLICATION PROCESS**

### **A. NOTICE OF INTENT TO APPLY**

Notice of Intent to Apply in Appendix A must be submitted. Appendix A must be completed by your organization indicating your intent to apply for one or both components of this Request for Proposal. Appendix A is due on June 1, 2015 by 3:00 p.m., via email to [mcnurem@michigan.gov](mailto:mcnurem@michigan.gov). Receipt of "Intent to Apply" forms will be confirmed via email within two business days of receipt. If confirmation is not received in this time period, contact Michelle McNure at 517-335-3141.

### **B. QUESTIONS REGARDING THE RFP**

The Michigan Nursing Licensure Survey and Michigan Nurse Mapping, Question and Answer Forum will be the ONLY opportunity to ask questions related to this RFP. All questions about the Michigan Nursing Licensure Survey and Michigan Nurse Mapping must be emailed to Michelle McNure at [mcnurem@michigan.gov](mailto:mcnurem@michigan.gov). Answers will be posted within 5 business days to the "Question and Answer Forum" document on the MDHHS website at:

[http://www.michigan.gov/mdch/0,1607,7-132-2946\\_43858---,00.html](http://www.michigan.gov/mdch/0,1607,7-132-2946_43858---,00.html)

All questions must be submitted by May 21, 2015 by 3:00 p.m. to be considered. Questions submitted after the designated date will not be answered. MDHHS staff cannot answer any questions related to this RFP through any means other than the question and answer forum.

## **C. SUBMISSION REQUIREMENTS**

### **1. Submission**

Only electronic grant applications will be accepted. Proposal packages must be RECEIVED via email by 3:00 p.m. Eastern Standard Time, on June 15, 2015. LATE, FAXED, MAILED, OR HAND DELIVERED APPLICATIONS WILL NOT BE ACCEPTED OR REVIEWED.

Applicants are required to submit proposal packages to Michelle McNure at [mcnurem@michigan.gov](mailto:mcnurem@michigan.gov).

### **2. Award Notification**

#### **a. Rejection**

MDHHS reserves the right to reject any and all proposals received as a result of this RFP or to negotiate with any source in any manner necessary to serve the best interests of the ONP. All timely proposals will be initially reviewed to determine compliance with the minimum requirements outlined in the Proposal Checklists (Appendix C and D). Incomplete proposals may not be reviewed and notification will be provided.

#### **b. Notification of Award**

Notices of Award are expected to be made by August 17, 2015 with work anticipated to begin on October 1, 2015. All grant award decisions by MDHHS are final.

## **PART III: FORMAT REQUIREMENTS**

NOTE: A separate proposal will be required for each component. Each proposal shall be specific to the component as described above. Any proposal received describing a combination of components described above will not be considered.

Each section of the proposal must be numbered to match and address those elements noted in the Statement of Work to be completed by Bidder, above. Be specific and direct in your narrative description. This narrative is limited to 15 pages.

## **A. CONTENT OF PROPOSAL PACKAGE**

A complete proposal package will consist of:

1. Intent to Apply Form (Appendix A, Due June 1, 2015, by 3:00 p.m.)
2. Proposal Coversheet (Appendix B(I) and/or B(II))
3. Proposal Checklist - Component I –Michigan Nursing Licensure Survey (Appendix C) and/or
4. Proposal Checklist – Component II – Michigan Nurse Mapping (Appendix D)
5. Table of Contents
6. Narrative
  - a. Organization Description, Qualifications, and Experience
  - b. Efficiency and Functionality of Proposed Software
  - c. Proposed Analytic Approach
  - d. Workplan and Timeline
  - e. Staffing Plan
7. Budget Preparation: Budget Forms, can be found in Appendix F, and instructions in Appendix E
8. Detailed Budget Narrative
9. Required Attachments
10. Optional Attachments

Applicants are encouraged to refer to the Proposal Checklists (Appendix C and/or D) when preparing their proposal package, and order the documents according to this guideline.

## **B. FORMATTING/PACKAGING**

1. Sequentially number all pages, including attachments;
2. Include a table of contents and a list of attachments for the entire package submitted;
3. Use 8 ½ by 11 inch paper size;
4. Use 12 point font; budget, figures, charts, tables, figure legends, and footnotes may be smaller in size, but must be readily legible;
5. Use 1 inch margins on all four sides;
6. The narrative section is not to exceed 15 pages;
7. The structure and lay out of the proposal must follow the format outlined in this RFP.

## **PART IV: CONTRACT MANAGEMENT**

### **A. Distribution of Funds**

The award of funds will be reimbursed upon receipt of a monthly Financial Status Report (FSR) by MDHHS. Final payment will be made upon completion, submission, and acceptance of a final report, link to the final online information and FSR. FSR instructions and forms will be sent to successful grantees awarded funding for this work.

**Organizations will be eligible to receive funding when minimum requirements are met, State Administrative Board approval is obtained and a grant agreement is signed by all required parties.**

Any funds received by the recipient of the award but not spent for the specific purpose must be returned to MDHHS. In submitting the application the applicant assures that funds will only be used for the intended program. The MDHHS will not assume any responsibility or liability for costs incurred by the recipient of the award prior to the signing of an agreement. Funds will be set-aside at the discretion of MDHHS for an independent analysis of program expenses, staffing and operating expenses of funded programs. Relative merits of the program funded will be evaluated.

### **B. Fiduciary Role**

The bidder who receives the award through the Request for Proposal process will enter into a Grant Agreement (Addendum F), will be held to the terms of the agreement, and will be considered the Grantee. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.

The MDHHS will consider the applicant to be the sole point of contact with regard to contractual matters, including payment of all expenditures resulting from the award. Successful grantees receiving funds will be contractually required to provide services as approved through the proposal process unless modifications are approved by the Director, ONP. If the work is not completed by the dates specified and completed in full by the end of the contract period, a financial penalty may be assessed. Successful grantees will also be expected to submit annual plans, quarterly and annual progress reports, required forms, and budget reimbursements by the deadlines specified by MDHHS.

In order to assure quality services and adherence to State and Departmental requirements, service reviews will be conducted at least annually during the funded period of performance. The Director, ONP will provide technical assistance, consultation and program monitoring on an ongoing basis throughout the entire project period.

**APPENDIX A**  
**Michigan Nursing Licensure Survey Request for Proposal**  
**and**  
**Michigan Nurse Mapping Request for Proposal**

**Notice of Intent to Apply**

Date:

Name of Organization:

Contact Person:

Title:

Contact Address, City, State, Zip Code:

Contact Telephone Number:

Contact Fax Number:

Contact E-mail Address:

The above named organization intends to apply to bid on the following:

- Full Project (Component I and Component II)
- Component I – Michigan Nursing Licensure Survey
- Component II – Michigan Nurse Mapping

## APPENDIX B(I)

### Component I - Michigan Nursing Licensure Survey COVER SHEET

Date:

Name of Organization:

Contact Person:

Title:

Contact Address, City, State, Zip Code:

Contact Telephone Number:

Contact Fax Number:

Contact E-mail Address:

#### **Person Responsible for Project Reporting:**

Name:

Contact Address, City, State, Zip Code:

Contact Telephone Number:

Contact Fax Number:

Contact E-mail Address:

Note: MDHHS/ONP must be notified in writing of any changes / revisions of the above contact information.

The above named organization is bidding on:

- Component I – Michigan Nursing Licensure Survey

## APPENDIX B(II)

### Component II - Michigan Nurse Mapping COVER SHEET

Date:

Name of Organization:

Contact Person:

Title:

Contact Address, City, State, Zip Code:

Contact Telephone Number:

Contact Fax Number:

Contact E-mail Address:

#### **Person Responsible for Project Reporting:**

Name:

Contact Address, City, State, Zip Code:

Contact Telephone Number:

Contact Fax Number:

Contact E-mail Address:

Note: MDHHS/ONP must be notified in writing of any changes / revisions of the above contact information.

The above named organization is bidding on:

- Component II – Michigan Nurse Mapping

## **APPENDIX C**

### **Component I - Michigan Nursing Licensure Survey**

#### **Proposal Checklist**

- Intent to Apply Form (Appendix A) [Due June 1, 2015 by 3:00 p.m.]
- Proposal Cover Sheet (Appendix B(I))
- Proposal Checklist – Component I (Appendix C)
- Table of Contents
- Proposal Narrative
  - Organization Description, Qualifications, and Experience
  - Efficiency and Functionality of Proposed Software
  - Proposed Analytic Approach
  - Workplan and Timeline
  - Staffing Plan
- Budget Preparation (Budget forms can be found in Appendix F and instructions in Appendix E)
- Detailed Budget Narrative
- Required Attachments
- Optional Attachments

## APPENDIX D

### Component II - Michigan Nurse Mapping Proposal Checklist

- Intent to Apply Form (Appendix A) [Due June 1, 2015 by 3:00 p.m.]
- Proposal Cover Sheet (Appendix B(II))
- Proposal Checklist – Component II (Appendix D)
- Table of Contents
- Proposal Narrative
  - Organization Description, Qualifications, and Experience
  - Efficiency and Functionality of Proposed Software
  - Proposed Analytic Approach
  - Workplan and Timeline
  - Staffing Plan
- Budget Preparation (Budget forms, can be found in Appendix F and instructions in Appendix E)
- Detailed Budget Narrative
- Required Attachments
- Optional Attachments

**MICHIGAN DEPARTMENT OF COMMUNITY HEALTH  
INSTRUCTIONS FOR PREPARATION OF BUDGET FORMS (DCH-0385, DCH-0386)**

**I. INTRODUCTION**

The budget should reflect all expenditures and funding sources associated with the program, including fees and collections and local, state and federal funding sources. When developing a budget it is important to note that total expenditures for a program must equal total funds.

The Program Budget Summary (DCH-0385) is utilized to provide a standard format for the presentation of the financial requirements (both expenditure and funding) for each applicable program. Detail information supporting the Program Budget Summary is contained in the Program Budget-Cost Detail Schedule (DCH-0386). General instruction for the completion of these forms follows in Sections II-III. Budgets must be submitted on Michigan Department of Community Health approved forms.

**II. PROGRAM BUDGET SUMMARY (DCH-0385) FORM PREPARATION**

Use the **Program Budget Summary (DCH-0385)** supplied by the Michigan Department of Community Health. An example of this form is attached (**see Attachment B.1**) for reference. **The DCH-0386 form should be completed prior to completing the DCH-0385 form.** (Please note: the excel workbook version of the DCH 0385-0386 automatically updates the Program Summary amounts as the user completes the DCH-0386).

- A. Program - Enter the title of the program.
- B. Date Prepared - Enter the date prepared.
- C. Page \_\_\_ of \_\_\_ - Enter the page number of this page and the total number of pages comprising the complete budget package.
- D. Grantee Name - Enter the name of the Grantee.
- E. Budget Period - Enter the inclusive dates of the budget period.
- F. Mailing Address - Enter the complete address of the Grantee.
- G. Budget Agreement: Original or Amended - Check whether this is an original budget or an amended budget. The budget attached to the agreement at the time it is signed is considered the original budget although it may have been revised in the negotiation process. If the budget pertains to an amendment, enter the amendment number to which the budget is attached.
- H. Federal Identification Number – Enter the Employer Identification Number (EIN), also known as a Federal Tax Identification Number.

PROGRAM BUDGET SUMMARY (DCH-0385) FORM PREPARATION (continued)

- I. Expenditure Category – All expenditure amounts for the DCH-0385 form should be obtained from the total amounts computed on the Program Budget - Cost Detail Schedule (DCH-0386). (See Section III for explanation of expenditure categories.)

**Expenditures:**

1. Salary and Wages
  2. Fringe Benefits
  3. Travel
  4. Supplies and Materials
  5. Contractual (Subcontracts/Subrecipients)
  6. Equipment
  7. Other Expenses
  8. Total Direct Expenditures
  9. Indirect Costs
  10. Total Expenditures
- J. Source of Funds – Refers to the various funding sources that are used to support the program. Funds used to support the program should be recorded in this section according to the following categories:
11. Fees and Collections - Enter the total fees and collections estimated. The total fees and collections represent funds that the program earns through its operation and retains for operation purposes. This includes:
    - a. 1<sup>st</sup> party funds projected to be received from private payers, including patients, source users and any member of the general population receiving services,
    - b. 2<sup>nd</sup> Party funds projected to be received from organizations, private or public, who might reimburse services for a group or under a special plan.
    - c. 3<sup>rd</sup> Party funds projected to be received from private insurances, Medicaid, Medicare or other applicable titles of the Social Security Act directly related to the cost of providing patient care or other services, and
    - d. any other collections.

PROGRAM BUDGET SUMMARY (DCH-0385) FORM PREPARATION  
(continued)

12. State Agreement - Enter the amount of MDCH funding allocated for support of this program. This amount includes all state and federal funds received by the Department that are to be awarded to the Grantee through the agreement.
  13. Local - Enter the amount of Grantee funds utilized for support of this program. In-kind and donated services from other agencies/sources should not be included on this line.
  14. Federal - Enter the amount of any Federal grants received directly by the Grantee in support of this program and identify the type of grant received in the space provided.
  15. Other(s) - Enter and identify the amount of any other funding received. Other funding could consist of foundation grants, United Way grants, private donations, fund-raising, charitable contributions, etc. In-kind and donated services should not be included unless specifically requested by MDCH.
  16. Total Funding - The total funding amount is entered on line 16. This amount is determined by adding lines 11 through 15. The total funding amount must be equal to line 10 - Total Expenditures.
- K. Total Budget Column - The Program Budget Summary is designed for use in presenting a budget for a specific program agreement funded in part by or through the Department or some other non-local funding source. Total Budget column represents the program budget amount. The "K" Total Budget column must be completed while the remaining columns are not required unless additional detail is required by the Department.

III. PROGRAM BUDGET-COST DETAIL SCHEDULE (DCH-0386) FORM PREPARATION

Use the **Program Budget-Cost Detail Schedule (DCH-0386)** supplied by the Michigan Department of Community Health. An example of this form is attached (**see Attachment B.2**) for reference. Use additional pages if needed.

- A. Page \_\_\_ of \_\_\_ - Enter the page number of this page and the total number of pages comprising the complete budget package.
- B. Program - Enter the title of the program.
- C. Budget Period - Enter the inclusive dates of the budget period.
- D. Date Prepared - Enter the date prepared.
- E. Grantee Name - Enter the name of the Grantee.

PROGRAM BUDGET-COST DETAIL SCHEDULE (DCH-0386) FORM PREPARATION (continued)

- F. Budget Agreement: Original or Amended - Check whether this is an original budget or an amended budget. If an amended budget, enter the amendment number to which the budget is attached.

**Expenditure Categories:**

- G. Salary and Wages - Position Description - List all position titles or job descriptions required to staff the program. This category includes compensation paid to all permanent and part-time employees on the payroll of the Grantee and assigned directly to the program. This category does not include contractual services, professional fees or personnel hired on a private contract basis. Consulting services, professional fees or personnel hired on a private contracting basis should be included in Other Expenses. Contracts with subrecipient organizations such as cooperating service delivery institutions or delegate agencies should be included in Contractual (Subcontracts/Subrecipients) Expenses.
- H. Comments - Enter information to clarify the position description or the calculation of the positions salary and wages or fringe benefits, (i.e., if the employee is limited term and/or does not receive fringe benefits).
- I. Positions Required - Enter the number of positions required for the program corresponding to the specific position title or description. This entry could be expressed as a decimal (e.g., Full-time equivalent – FTE) when necessary. If other than a full-time position is budgeted, it is necessary to have a basis in terms of a time study or time reports to support time charged to the program.
- J. Total Salary - Compute and enter the total salary cost by multiplying the number of positions required by the annual salary.
- K. Salary and Wages Total - Enter a total in the Positions Required column and the Total Salary and Wages column. The total salary and wages amount is transferred to the Program Budget Summary - Salary and Wages expenditure category. If more than one page is required, attach an additional DCH 0386.
- L. Fringe Benefits – Check applicable fringe benefits for employees assigned to this program. This category includes the employer's contributions for insurance, retirement, FICA, and other similar benefits for all permanent and part-time employees. Enter composite fringe benefit rate and total amount of fringe benefit. (The composite rate is calculated by dividing the fringe benefit amount by the Salary and Wages amount.)
- M. Travel - Enter cost of employee travel (mileage, lodging, registration fees). **Use only for travel costs of permanent and part-time employees assigned to the program.** This includes cost for mileage, per diem, lodging, lease vehicles, registration fees and approved seminars or conferences and other approved travel costs incurred by the employees (as listed under the Salary and Wages category) for conducting the program. **Specific detail should be stated in the space provided on the Cost Detail Schedule (DCH-0386) if the Travel category (line 3) exceeds 10% of the Total**

PROGRAM BUDGET-COST DETAIL SCHEDULE (DCH-0386) FORM PREPARATION (continued)

**Expenditures (line 10).** Travel of consultants is reported under Other Expenses - as part of the Consultant Services.

- N. **Supplies & Materials** - Enter cost of supplies & materials. This category is used for all consumable and short-term items and equipment items costing less than five thousand dollars (\$5,000). This includes office supplies, computers, office furniture, printers, printing, janitorial, postage, educational supplies, medical supplies, contraceptives and vaccines, tape and gauze, education films, etc., according to the requirements of each applicable program. **Specific detail should be stated in the space provided on the Cost Detail Schedule (DCH-0386) if the Supplies and Materials category (line 4) exceeds 10% of the Total Expenditures (line 10).**
- O. **Contractual (Subcontracts/Subrecipients)** – **Specify the subcontractor(s) working on this program in the space provided under line 5.** Specific details **must** include:
- 1) subcontractor(s) and/or subrecipient(s) name and address,
  - 2) amount for each subcontractor and/or subrecipient,
  - 3) the total amount for all subcontractor(s) and/or subrecipient(s).
- Multiple small subcontracts can be grouped (e.g., various worksite subcontracts). Use this category for written contracts or agreements with subrecipient organizations such as affiliates, cooperating institutions or delegate Grantees when compliance with federal grant requirements is delegated (passed-through) to the subrecipient Grantee. Contractor payments such as stipends and allowances for trainees, fee-for-service or fixed-unit rate patient care, consulting fees, etc., are to be identified in the Other Expense category.
- P. **Equipment** - Enter a description of the equipment being purchased, including number of units and the unit value, the total by type of equipment and total of all equipment. This category includes stationary and movable equipment to be used in carrying out the objectives of the program. The cost of a single unit or piece of equipment includes the necessary accessories, installation costs and any taxes. Equipment is defined to be an article of non-expendable tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit. **Equipment items costing less than five thousand dollars (\$5,000) each are to be included in the Supplies and Materials category. All equipment items summarized on this line must include: item description, quantity and budgeted amount and should be individually identified in the space provided (line 6). Upon completing equipment purchase, equipment must be tagged and listed on the Equipment Inventory Schedule (see Attachment B.3) and submitted to the agreement's contract manager.**
- Q. **Other Expenses** - This category includes other allowable cost incurred for the benefit of the program. The most significant items should be specified. Minor items may be identified by general type of cost and summarized as a

PROGRAM BUDGET-COST DETAIL SCHEDULE (DCH-0386) FORM PREPARATION (continued)

single item on the Cost Detail Schedule to arrive at a total Other Expenses category. Significant groups or subcategories of costs are described as follows and should be individually identified in the space provided (line 7). **Specific detail should be stated in the space provided on the Cost Detail Schedule (DCH-0386) if the Other Expenses category (line 7) exceeds 10% of the Total Expenditures (line 10).**

1. Communication Costs - Costs of telephone, telegraph, data lines, Internet access, websites, fax, email, etc., when related directly to the operation of the program.
  2. Space Costs - Costs of building space, rental and maintenance of equipment, instruments, etc., necessary for the operation of the program. If space is publicly owned, the cost may not exceed the rental of comparable space in privately owned facilities in the same general locality. Department funds may not be used to purchase a building or land.
  3. Consultant or Contractor Services - These are costs for consultation services, professional fees and personnel hired on a private contracting basis related to the planning and operations of the program, or for some special aspect of the project. Travel and other costs of these consultants are to be included in this category.
  4. Other - All other items purchased exclusively for the operation of the program and not previously included, such as patient care, fee for service, auto and building insurance, automobile and building maintenance, membership dues, fees, etc.
- R. Total Direct Expenditures – Enter the sum of items 1 – 7 on line 8.
- S. Indirect Costs Calculations - **Enter the allowable indirect costs for the budget.** Enter the base amount. Indirect costs can only be applied if an approved indirect costs rate has been established or an actual rate has been approved by a State of Michigan department (i.e., Michigan Department of Education) or the applicable federal cognizant agency and is accepted by the Department. Attach a current copy of the letter stating the applicable indirect costs rate. **Detail on how the indirect costs was calculated must be shown on the Cost Detail Schedule (DCH-0386).**
- T. Total Expenditures - Enter the sum of items 8 and 9 on line 10.

**PROGRAM BUDGET SUMMARY**

View at 100% or Larger MICHIGAN DEPARTMENT OF COMMUNITY HEALTH  
 Use WHOLE DOLLARS Only

PROGRAM (A) Budget and Contracts			DATE PREPARED (B) 7/01/xx		Page (C) 1	Of 2
GRANTEE NAME (D) Michigan Agency			BUDGET PERIOD (E) From: 10/01/xx To: 9/30/xx			
MAILING ADDRESS (Number and Street) (F) 123 ABC Drive			(G) BUDGET AGREEMENT ORIGINAL AMENDMENT ►			AMENDMENT # 1
CITY Acme	STATE MI	ZIP CODE 44444	FEDERAL ID NUMBER (H) 38-1234567			

(I) EXPENDITURE CATEGORY				(K) TOTAL BUDGET (Use Whole Dollars)
1. SALARY & WAGES	43,000			43,000
2. FRINGE BENEFITS	11,180			11,180
3. TRAVEL	1,400			1,400
4. SUPPLIES & MATERIALS	37,000			37,000
5. CONTRACTUAL (Subcontracts/Subrecipients)	3,500			3,500
6. EQUIPMENT	5,000			5,000
7. OTHER EXPENSES				
	8,000			8,000
<b>EXAMPLE</b>				
8. TOTAL DIRECT EXPENDITURES (Sum of Lines 1-7)	110,090			110,090
9. INDIRECT COSTS: Rate #1 %				
INDIRECT COSTS: Rate #2 %				
10. TOTAL EXPENDITURES	110,090			110,090

**(J) SOURCE OF FUNDS**

11. FEES & COLLECTIONS	10,000			10,000
12. STATE AGREEMENT	90,000			90,000
13. LOCAL	9,090			9,090
14. FEDERAL				
15. OTHER(S)				
16. TOTAL FUNDING	110,090			110,090

AUTHORITY: P.A. 368 of 1978 COMPLETION: Is Voluntary, but is required as a condition of funding	The Department of Community Health is an equal opportunity employer, services and programs provider.
--	--

DCH-0385 FY2014 5/14(W) Previous Edition Obsolete.



**ATTACHMENT B. 3**  
**MICHIGAN DEPARTMENT OF COMMUNITY HEALTH**  
**CONTRACT MANAGEMENT SECTION**

**EQUIPMENT INVENTORY SCHEDULE**

Please list equipment items that were purchased during the grant agreement period as specified in the grant agreement budget, Attachment B.2. Provide as much information about each piece as possible, including quantity, item name, item specifications: *make, model*, etc. Equipment is defined to be an article of non-expendable tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit. Please complete and forward this form to the MDCH contract manager with the final progress report.

Grantee Name: Michigan Agency Contract #: 201xxxxx Date: 10/31/20xx

Quantity	Item Name	Item Specification	Tag Number	Purchase Price
1	<b>LW Scientific M5 Labscope</b>	<ul style="list-style-type: none"> <li>• Binocular</li> <li>• Trinocular with C-mount or eye tube</li> <li>• 35mm and digital camera adapters available</li> <li>• Diopter adjustment</li> <li>• Inclined 30 degrees (45 degrees available), rotates 360 degrees</li> <li>• 10X/20 high point eyepieces</li> <li>• Interpupillary distance range 50-75mm</li> </ul>	N1038438EW109	\$ 5,000
				\$
		<b>EXAMPLE</b>		\$
				\$
				\$
				\$
				\$
<b>Total</b>				<b>\$ 5,000</b>

Grantee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

APPENDIX F

Contract #: \_\_\_\_\_

Grant Agreement Between  
Michigan Department of Community Health  
hereinafter referred to as the "Department"

and

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Federal I.D.#: \_\_\_\_\_, DUNS# \_\_\_\_\_

hereinafter referred to as the "Grantee"

for

\_\_\_\_\_

Part I

1. **Period of Agreement:** This agreement shall commence on \_\_\_\_\_ and continue through \_\_\_\_\_. 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 \$ \_\_\_\_\_. The Department under the terms of this agreement will provide funding not to exceed \$ \_\_\_\_\_. The federal funding provided by the Department: is \$ \_\_\_\_\_ or approximately \_\_\_\_\_%; the Catalog of Federal Domestic Assistance (CFDA) number is \_\_\_\_\_ and the CFDA Title is \_\_\_\_\_; the federal agency name is \_\_\_\_\_; the federal grant award number is \_\_\_\_\_, the award phase is \_\_\_\_\_, the federal award date is \_\_\_\_\_, and the Federal Award Identification Number (FAIN) is \_\_\_\_\_. The federal program title is \_\_\_\_\_. The grant agreement is designated as a:

- Subrecipient relationship; or
- Vendor relationship.

The grant 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. Equipment means tangible, non-expendable, personal property having useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition

cost of less than \$5,000 shall 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 \$10,000 or 15%, 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 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: .
4. **Statement of Work:** The Grantee agrees to undertake, perform and complete the services described in Attachment A, which is part of this agreement through reference.
5. **Financial Requirements:** The financial requirements shall be followed as described in Part II of this agreement and Attachments B and D which are part of this agreement through reference.
6. **Performance/Progress Report Requirements:** The progress reporting methods, as applicable, shall be followed as described in Attachment C, which is part of this agreement through reference.
7. **General Provisions:** The Grantee agrees to comply with the General Provisions outlined in Part II, which is part of this agreement through reference.
8. **Administration of the Agreement:**

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

---

Name, Location/Building	Title	Telephone No.	Email Address
-------------------------	-------	---------------	---------------

9. **Grantee's Financial Contact for the Agreement:**

The person acting for the Grantee on the financial reporting for this agreement is:

---

Name	Title

---

E-Mail Address	Telephone No.
----------------	---------------

**10. Special Conditions:**

- A. This agreement is valid upon approval by the State Administrative Board as appropriate and approval and execution by the Department.
- B. This agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the signing of this agreement.
- D. The Grantee is required by PA 533 of 2004 to receive payments by electronic funds transfer.

**11. Special Certification:**

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

**12. Signature Section:**

**For the GRANTEE**

---

Name	<i>(Please print)</i>	Title
<hr/>		
Signature		Date

**For the MICHIGAN DEPARTMENT OF COMMUNITY HEALTH**

---

Kim Stephen, Director, Bureau of Budget and Purchasing	Date
--	------

**Part II**  
**General Provisions**

**I. Responsibilities - Grantee**

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

**A. Publication Rights**

1. Where the Grantee exclusively develops books, films, or other such copyrightable materials through activities supported by this agreement, the Grantee may copyright those materials. The materials that the Grantee copyrights cannot include service recipient information or personal identification data. Grantee grants the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials and authorizes others to reproduce and use such materials.
2. Any materials copyrighted by the Grantee or modifications bearing acknowledgment of the Department's name must be approved by the Department before 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 to the federal government.
3. The Grantee shall give recognition to the Department in any and all publications papers and presentations arising from the program and service contract herein; the Department will do likewise.
4. The Grantee must notify the Department's Grants and Purchasing Division 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 90 days of the end of the agreement period.

**B. Fees**

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

**C. Program Operation**

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

**D. Reporting**

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

**E. Record Maintenance/Retention**

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

**F. Authorized Access**

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

**G. Audits**

This section only applies to Grantees designated as subrecipients. Grantees designated as vendors are exempt from the provisions of this section.

1. Required Audit or Notification Letter

Grantees must submit to the Department either a Single Audit, Financial Related Audit, Financial Statement Audit, or Audit Status Notification Letter as described below. Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Statement Audit or a Financial Related Audit, Grantees must also submit a Corrective Action Plan for any audit findings that impact MDCH-funded programs, and management letter (if issued) with a response.

a. Single Audit

Grantees that are a state, local government, or non-profit organization with fiscal years that ends prior to December 26, 2014 and that expend \$500,000 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 the Single Audit Act Amendments of 1996, and Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as revised.

Grantees that are a state, local government, or non-profit organization with fiscal years beginning on or after December 26, 2014 and 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 Title 2 Code of Federal Regulations, Subpart F.

b. Financial Related Audit

Grantees that are for-profit organizations with fiscal years that ends prior to December 26, 2014 and that expend \$500,000 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 OMB Circular A-133, if required by the Federal awarding agency.

Grantees that are for-profit organizations with fiscal years beginning on or after December 26, 2014 and 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 Title 2 Code of Federal Regulations, Subpart F, if required by the Federal awarding agency.

c. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements organization with fiscal years that ends prior to December 26, 2014 that receive \$500,000 or more in **total funding** from the Department in State and Federal grant funding must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards (GAAS). Grantees exempt from the Single Audit and Financial Related Audit requirements that receive less than \$500,000 of total Department grant funding must submit to the Department a Financial Statement Audit prepared in accordance with GAAS if the audit includes disclosures that may negatively impact MDCH-funded programs including, but not limited to fraud, going concern uncertainties, financial statement misstatements, and violations of contract and grant provisions.

Grantees exempt from the Single Audit and Financial Related Audit requirements organization with fiscal years beginning on or after December 26, 2014 that receive \$750,000 or more in **total funding** from the Department in State and Federal grant funding must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards (GAAS). Grantees exempt from the Single Audit and Financial Related Audit requirements that receive less than \$750,000 of total Department grant funding must submit to the Department a Financial Statement Audit prepared in accordance with GAAS if the audit includes disclosures that may negatively impact MDCH-funded programs including, but not limited to fraud, going concern uncertainties, financial statement misstatements, and violations of contract and grant provisions.

d. Audit Status Notification Letter

Grantees exempt from the Single Audit, Financial Related Audit and Financial Statement Audit requirements (a., b., and c. above) must submit an Audit Status Notification Letter that certifies these exemptions. The template Audit Status Notification Letter and further instructions are available at <http://www.michigan.gov/mdch> by selecting Inside Community Health – MDCH Audit.

2. Due Date and Where to Send

The required audit and any other required submissions (i.e. Corrective Action Plan and management letter with a response), or Audit Status Notification Letter must be submitted to the Department within nine months after the end of the Grantee's fiscal year by e-mail to the Department at [MDCH-AuditReports@michigan.gov](mailto:MDCH-AuditReports@michigan.gov). The required materials must be assembled in a PDF file 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.

3. Penalty

a. Delinquent Single Audit, Financial Related or Financial Statement Audit

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

b. Delinquent Audit Status Notification Letter

Failure to submit the Audit Status Notification Letter, when required, may result in withholding from the current funding an amount equal to one percent of the audit year's grant funding until the Audit Status Notification Letter is received.

4. 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/Vendor Monitoring

The Grantee must ensure that each of its **subrecipients** comply with the Single Audit Act requirements. The Grantee must issue management decisions on audit findings of their subrecipients as required by OMB Circular A-133 and Title 2 CFR, Section 200.501(h), as applicable.

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

The Grantee must establish requirements to ensure compliance for **for-profit subrecipients** as required by OMB Circular A-133, Section .210(e) and Title 2 CFR, Section 200.501(h), as applicable.

The Grantee must ensure that transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with OMB Circular A-133, Section .210(f) and Title 2 CFR, Section 200.501(h), as applicable.

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 services, funding or compliance with operational procedures.

**J. Software Compliance**

The Grantee must ensure software compliance and compatibility with the Department's data systems for services provided under this agreement including, but not limited to: stored data, databases, and interfaces for the production of work products and reports. All required data under this agreement shall be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing date/time data.

**K. Human Subjects**

The Grantee will comply with Protection of Human Subjects Act, 45 CFR, Part 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 IRB Chairperson or Executive Officer(s).

**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 effective date of this agreement, and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least ninety (90) days prior to their required usage in order to afford the Grantee an opportunity to review and offer comment.

**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 OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this agreement.

**B. Anti-Lobbying Act**

The Grantee will comply with the Anti-Lobbying Act, 31 USC 1352 as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq, and Section 503 of the Departments of Labor, Health and Human Services, and Education, and Related Agencies section of the FY 1997 Omnibus Consolidated Appropriations Act (Public Law 104-209). Further, the Grantee shall require that the language of this assurance be included in the award

documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**C. Non-Discrimination**

1. In the performance of any contract or purchase order resulting herefrom, the Grantee agrees not to discriminate against any employee or applicant for employment or service delivery and access, with respect to their hire, tenure, terms, conditions or privileges of employment, programs and services provided or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position or to receive services. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, service delivery and access, as herein specified binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and any breach thereof may be regarded as a material breach of the contract or purchase order.
2. The Grantee will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
  - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities;
  - d. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
  - e. the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - f. the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records
  - h. any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
  - i. the requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Additionally, assurance is given to the Department that 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 shall incorporate language in all contracts awarded: (1) prohibiting discrimination against minority owned and women owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) making discrimination a material breach of contract.

**D. Debarment and Suspension**

Assurance is hereby given to the Department that the Grantee will comply with Federal Regulation, 2 CFR part 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 three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and;
4. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.

**E. Federal Requirement: Pro-Children Act**

1. Assurance is hereby given to the Department that the Grantee will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, 20 USC 6091 et seq, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's services.
2. The Grantee also assures, in addition to compliance with Public Law 103-227, any service or activity funded in whole or in part through this agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities or services 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 or services shall

be smoke-free.

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

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

**G. National Defense Authorization Act Employee Whistleblower Protections**

The Grantee will comply with the National Defense Authorization Act "Pilot Program for Enhancement of Grantee Employee Whistleblower Protections".

- a) This agreement and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program on Grantee employee whistleblower protections established at 41 U.S.C.4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2012 and FAR 3.908.
- b) The Grantee shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- c) The Grantee shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

**H. Subcontracts**

Assure for any subcontracted service, activity or product:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department upon written request within 30 days of execution of the agreement.
2. That any executed subcontract to this agreement shall require the subcontractor to comply with all applicable terms and conditions of this agreement. In the event of a conflict between this agreement and the provisions of the subcontract, the provisions of this agreement shall prevail.

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

- a. Contains additional non-conflicting provisions not set forth in this agreement;
  - 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 services 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 services.
  5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

## **I. Procurement**

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

## **J. Health Insurance Portability and Accountability Act**

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

1. The Grantee must not share any protected health data and information provided by the Department that falls within HIPAA requirements 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 data and 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.
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 Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information by the Grantee received 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.

## **IV. Financial Requirements**

### **A. Operating Advance**

An operating advance may be requested by the Grantee to assist with program operations.

The request should be addressed to the Contract Manager identified in Part I, Item 8. The operating advance will be administered as follows:

1. The advance amount requested must be reasonable in relationship to the program's requirements, billing cycle, etc.; and in no case may the advance exceed the amount required for 60 days operating expense. Operating advances will be monitored and adjusted by the Department according to total Department agreement amount.
2. The advance must be recorded as an account payable to the Department in the Grantee's financial records. The operating advance payable must remain in the Grantee's financial records until fully recovered by the Department.
3. The monthly Financial Status Report (FSR) reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for program operations.
4. The advance must be returned to the Department within 30 days of the end date of this agreement unless the Grantee has a recurring agreement with the Department, and may not be held pending agreement audit. Subsequent Department agreements may be withheld pending recovery of the outstanding advance from a prior agreement. If the Grantee has a recurring agreement with the Department, the Department requires an annual confirmation of the outstanding operating advance.

The Department may obtain the Michigan Department of Treasury's assistance in collecting outstanding operating advances. The Department will comply with the Michigan Department of Treasury's Due Process procedures prior to forwarding claims to Treasury. Specific Due Process procedures include the following:

- a. Department offer of a hearing to dispute the debt, identifying the time, place and date of such hearing.
  - b. A hearing by an impartial official.
  - c. An opportunity for the Grantee to examine department's associated records.
  - d. An opportunity for the Grantee to present evidence in person or in writing.
  - e. A hearing official with full authority to correct errors and make a decision not to forward debt to Treasury.
  - f. Grantee representation by an attorney and presentation of witnesses if necessary.
5. At the end of either the agreement period or Department's fiscal year, whichever is first, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

#### **B. Reimbursement Method**

The Grantee will be reimbursed in accordance with the staffing grant reimbursement method as follows:

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 first source after the application of fees and earmarked sources unless a specific local match condition exists.

**C. Financial Status Report Submission**

Financial Status Reports (FSRs) shall be prepared and submitted to:

Michigan Department of Community Health  
Accounting Division  
Expenditure Operations Section  
P.O. Box 30720, Lansing, Michigan 48909

FSRs must be submitted on a monthly basis, no later than thirty (30) days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, regardless of the source of funds. Attachment D contains the FSR form. The FSR form and instructions for completing the FSR form are available through your Contract Manager or the Department's web site:

- [http://www.michigan.gov/documents/DCH-0384-Financial\\_Status\\_Report\\_8214\\_7.pdf](http://www.michigan.gov/documents/DCH-0384-Financial_Status_Report_8214_7.pdf) and
- [http://www.michigan.gov/documents/DCH-0384-Financial\\_Status\\_Report\\_Instructions\\_8216\\_7.pdf](http://www.michigan.gov/documents/DCH-0384-Financial_Status_Report_Instructions_8216_7.pdf)

Failure to meet financial reporting responsibilities as identified in this agreement may result in withholding future payments.

**D. Reimbursement Mechanism**

All Grantees must sign up through the on-line vendor registration process to receive all State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by PA 533 of 2004. Vendor registration information is available through the Department of Management and Budget's web site:

- <http://michigan.gov/cpexpress>

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

1. Obligation Report

The Obligation Report, based on annual guidelines, must be submitted by the due date using the format provided by the Department's Accounting Division. The Grantee must provide an estimate of total expenditures for the entire agreement period. The information on the report will be used to record the Department's year-end accounts payables and receivables 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 beginning September 13<sup>th</sup> until mid-November. FSRs through the August period should be submitted by September 6<sup>th</sup> to ensure payment prior to the payment suspension period.

3. Final FSRs

Final FSRs are due sixty (60) days following the end of the fiscal year or 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 the potential reduction in the 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 or treated in accordance with instructions provided by the Department.

**V. Agreement Termination**

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

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

**VI. Final Reporting Upon Termination**

Should this agreement be terminated by either party, within thirty (30) days after the termination, the Grantee shall 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 shall 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. Any dispute arising as a result of this agreement shall be resolved in the State of Michigan.

**VII. Severability**

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

**VIII. Amendments**

Any changes to this agreement will be valid only if made in writing and accepted by all parties to this agreement. Any change proposed by the Grantee which would affect the Department funding of any project, in whole or in part in Part I, Section 2.C. of the agreement, must be submitted in writing to the Department for approval immediately upon determining the need for such change.

**IX. Liability**

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

to be carried out by the Department in the performance of this agreement shall be the responsibility of the Department, and not the responsibility of the Grantee, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Department employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the State, its agencies (the Department) or employees as provided by statute or court decisions.

- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Grantee and the Department in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Grantee and the Department in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies (the Department) or their employees, respectively, as provided by statute or court decisions.

**X. Conflict of Interest**

The Grantee and the Department are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 et seq, and 1973 PA 196, as amended, MCL 15.341 et seq.

**XI. State of Michigan Agreement**

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

**XII. Confidentiality**

Both the Department and the Grantee shall assure that medical services to and information contained in medical records of persons served under this agreement, or other such recorded information required to be held confidential by federal or state law, rule or regulation, in connection with the provision of services or other activity under this agreement shall be privileged communication, shall be held confidential, and shall not be divulged without the written consent of either the patient or a person responsible for the patient, except as may be otherwise 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.

- Subrecipient
- Contractor
- Research and development project
- Not a research and development project

**STATEMENT OF WORK**

**Goal:**

**Methodology: Activities, Responsible Individual(s), Timeline and Deliverable(s)**

Activity(ies)	Responsible Individual(s)	Timeline	Deliverable(s)
<b>Objective</b>			
<b>Objective</b>			
<b>Objective</b>			
<b>Objective</b>			
<b>Objective</b>			

**PROGRAM BUDGET SUMMARY**  
MICHIGAN DEPARTMENT OF COMMUNITY HEALTH

View at 100% or Larger  
Use WHOLE DOLLARS Only

PROGRAM			DATE PREPARED		Page	Of
GRANTEE NAME			BUDGET PERIOD From: To:			
MAILING ADDRESS (Number and Street)			BUDGET AGREEMENT <input type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT ►		AMENDMENT #	
CITY	STATE	ZIP CODE	FEDERAL ID NUMBER			
<b>EXPENDITURE CATEGORY</b>						<b>TOTAL BUDGET</b> (Use Whole Dollars)
1. SALARIES & WAGES						
2. FRINGE BENEFITS						
3. TRAVEL						
4. SUPPLIES & MATERIALS						
5. CONTRACTUAL (Subcontracts/Subrecipients)						
6. EQUIPMENT						
7. OTHER EXPENSES						
8. <b>TOTAL DIRECT EXPENDITURES</b> (Sum of Lines 1-7)			\$0	\$0	\$0	\$0
9. INDIRECT COSTS: Rate #1 %						
INDIRECT COSTS: Rate #2 %						
<b>10. TOTAL EXPENDITURES</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**SOURCE OF FUNDS**

11. FEES & COLLECTIONS						
12. STATE AGREEMENT						
13. LOCAL						
14. FEDERAL						
15. OTHER(S)						
<b>16. TOTAL FUNDING</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
AUTHORITY: P.A. 368 of 1978 COMPLETION: Is Voluntary, but is required as a condition of funding			The Department of Community Health is an equal opportunity employer, services and programs provider.			
DCH-0385 FY 2014 2/13 (W) Previous Editions Obsolete						

**PROGRAM BUDGET – COST DETAIL SCHEDULE**

MICHIGAN DEPARTMENT OF COMMUNITY HEALTH

Page Of

View at 100% or Larger  
Use **WHOLE DOLLARS** Only

PROGRAM		BUDGET PERIOD		DATE PREPARED
		From:	To:	
GRANTEE NAME		BUDGET AGREEMENT		AMENDMENT #
		<input type="checkbox"/> ORIGINAL	<input type="checkbox"/> AMENDMENT	
1. SALARY & WAGES POSITION DESCRIPTION	COMMENTS	POSITIONS REQUIRED	TOTAL SALARY	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
			\$0	
1. TOTAL SALARIES & WAGES:		0	\$ 0	
2. FRINGE BENEFITS (Specify)		COMPOSITE RATE		
<input type="checkbox"/> FICA	<input type="checkbox"/> LIFE INS.	<input type="checkbox"/> DENTAL INS.	AMOUNT 0.00%	
<input type="checkbox"/> UNEMPLOY INS.	<input type="checkbox"/> VISION INS.	<input type="checkbox"/> WORK COMP.		
<input type="checkbox"/> RETIREMENT	<input type="checkbox"/> HEARING INS.			
<input type="checkbox"/> HOSPITAL INS.	<input type="checkbox"/> OTHER (specify) _____	2. TOTAL FRINGE BENEFITS		\$0
3. TRAVEL (Specify if category exceeds 10% of Total Expenditures)				
		3 TOTAL TRAVEL		\$0
4. SUPPLIES & MATERIALS (Specify if category exceeds 10% of Total Expenditures)				
		4. TOTAL SUPPLIES & MATERIALS		\$0
5. CONTRACTUAL (Specify Subcontracts/Subrecipients)				
<u>Name</u>	<u>Address</u>	<u>Amount</u>		
		5. TOTAL CONTRACTUAL		\$0
6. EQUIPMENT (Specify items)				
		6. TOTAL EQUIPMENT		\$0
7. OTHER EXPENSES (Specify if category exceeds 10% of Total Expenditures)				
		7. TOTAL OTHER		\$0
8. TOTAL DIRECT EXPENDITURES (Sum of Totals 1-7)		8. TOTAL DIRECT EXPENDITURE		\$ 0
9. INDIRECT COST CALCULATIONS		Rate #1: Base \$0 X Rate 0.0000 % Total	\$ 0	
		Rate #2: Base \$0 X Rate 0.0000 % Total	\$ 0	
		9. TOTAL INDIRECT EXPENDITURES:		\$ 0
10. TOTAL EXPENDITURES (Sum of lines 8-9)				\$ 0
AUTHORITY: P.A. 368 of 1978		The Department of Community Health is an equal opportunity employer, services and programs provider.		
COMPLETION: Is Voluntary, but is required as a condition of funding				
DCH-0386 (E) (Rev 2/13) (W) Previous Edition Obsolete. Use Additional Sheets as Needed				

MICHIGAN DEPARTMENT OF COMMUNITY HEALTH  
GRANTS AND PURCHASING DIVISION

EQUIPMENT INVENTORY SCHEDULE

Please list equipment items that were purchased during the grant agreement period as specified in the grant agreement budget's cost detail schedule - Attachment B.2. Provide as much information about each piece as possible, including quantity, item name, item specifications: *make, model*, etc. Equipment is defined to be an article of non-expendable tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit. Please complete and forward this form to the MDCH contract manager with the final progress report.

Grantee Name: \_\_\_\_\_ Contract #: \_\_\_\_\_ Date: \_\_\_\_\_

Quantity	Item Name	Item Specification	Tag Number	Purchased Amount
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
<b>Total</b>				\$ 0

Grantee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PERFORMANCE / PROGRESS REPORT REQUIREMENTS**

- A. The Grantee shall submit the following reports on the following dates:
  
- B. Any such other information as specified in the Statement of Work, Attachment A shall be developed and submitted by the Grantee as required by the Contract Manager.
  
- C. Reports and information shall be submitted to the Contract Manager at:
  
- D. The Contract Manager shall evaluate the reports submitted as described in Attachment C, Items A. and B. for their completeness and adequacy.
  
- E. The Grantee shall permit the Department or its designee to visit and to make an evaluation of the project as determined by Contract Manager.

