

**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

ST. VINCENT CATHOLIC CHARITIES,

Plaintiff,

Civil No. 1:19-CV-1050

v.

Hon. Robert J. Jonker

INGHAM COUNTY BOARD OF  
COMMISSIONERS,

Defendant.

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Lori H. Windham  
Mark L. Rienzi  
Nicholas R. Reaves  
William J. Haun  
Jacob M. Coate  
The Becket Fund for Religious Liberty  
1200 New Hampshire Ave. NW  
Suite 700  
Washington, DC 20036  
[lwindham@becketlaw.org](mailto:lwindham@becketlaw.org)  
Telephone: (202) 955-0095  
Facsimile: (202) 955-0090

Bonnie G. Toskey (P30601)  
Sarah K. Osburn (P55539)  
Cohl, Stoker & Toskey, P.C.  
601 N. Capitol Avenue  
Lansing, Michigan 48933  
(517) 372-9000  
[btoskey@cstmlaw.com](mailto:btoskey@cstmlaw.com)  
[sosburn@cstmlaw.com](mailto:sosburn@cstmlaw.com)  
*Attorneys for Defendant*

William R. Bloomfield (P68515)  
Catholic Diocese of Lansing  
228 N. Walnut Street  
Lansing, Michigan 48933-1122  
(517) 342-2522  
[wbloomfield@dioceseoflansing.org](mailto:wbloomfield@dioceseoflansing.org)  
*Attorneys for Plaintiff*

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**DEFENDANT'S BRIEF IN OPPOSITION TO PLAINTIFF'S  
MOTION FOR A PRELIMINARY INJUNCTION**

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- 2 Resolution 19-475
- 3 Minutes from November 18, 2019 Human Services Committee meeting
- 4 Resolution 19-502
- 5 Resolution 19-243
- 6 St. Vincent's projected budget
- 7 Project Budgets for Haven House and Refugee Development Center
- 8 History of St. Vincent's grant funding

## COUNTERSTATEMENT OF FACTS

Defendant Ingham County Board of Commissioners (“the Board”) does not dispute that Plaintiff St. Vincent Catholic Charities (“St. Vincent”) provides valuable services to the refugee community in Ingham County. This is why the Board approved a twelve month, \$128,000 contract with St. Vincent funded completely with County General Fund dollars. The remaining factual background provided by St. Vincent in its Brief in Support of the Motion for a Preliminary Injunction is riddled with errors, misstatements and exaggeration, and does not support the request for a preliminary injunction in this case.

Contrary to St. Vincent’s claim, the contract at issue in this case is *not* a subcontract subject to a master contract between Ingham County and the Michigan Department of Health and Human Services (“MDHHS”). While previously the contract for interpreter/translation services and supportive case services was funded through Medicaid Outreach Funds overseen by MDHHS, as of January 1, 2019 these services are no longer eligible expenses under Medicaid Outreach. (See MDHHS Bulletin MSA 18-41 attached as Exhibit 1 and Resolution 19-475 attached as Exhibit 2). Therefore, this Ingham County-St. Vincent Agreement is *not* subject to the *Buck v Gordon* injunction. *Case No. 1:19-cv-00286, ECF No. 69 PageId 2498.*

The Agreement with St. Vincent for interpreter/translation services and supportive case services was approved by the Board’s Resolution 19-475 for the full amount of \$128,000, and for the full twelve month period. This contract will not be up for renewal until the fall of 2020. This was the only Board action taken pertaining to a contract with St. Vincent.

There is no \$40,000 interpreter agreement up for renewal in January. Interpreter services are covered by the contract approved in Resolution 19-475, which by its terms encompasses all

services that are provided by St. Vincent and funded by Ingham County. There is no other contract between St. Vincent and the Board.

The Board did *not* terminate a \$4,500 grant with St. Vincent. St. Vincent submitted a request for grant funding under Ingham County's Community Agency Grant Program. St. Vincent's application was *recommended* to be approved by County Administration for a \$4,500 grant. However, during the November 18, 2019 Human Services Committee meeting, a motion was made to amend the Administration's proposed grants by reallocating \$4,500 to two different agencies. The Commissioner who made the motion explained that one of the strategic goals of the county is to provide funding for direct aid to residents; including clothing, food and shelter, and allocating the funds to other agencies better achieved that goal. (See Minutes from November 18, 2019 Human Services Committee meeting attached as Exhibit 3). The amended grant recommendation was presented to the Board on November 26, 2019 as Resolution 19-502 (attached as Exhibit 4) and was unanimously approved. Note that Resolution 19-502 recites that funding levels for each agency were determined pursuant to the criteria set forth in Resolution 19-243 (attached as Exhibit 5).

Contrary to St. Vincent's assertions, the \$4,500 grant was not "cancelled"—that would have been impossible, as no such grant ever came into existence. The Community Agency Grant program is an *annual* grant program. The awards are for one year only, and are not subject to renewal. Every recipient must apply each year, and awards are made based on current criteria, which are revised each year by the Board. For the 2020 funding year, the criteria were set forth in Resolution 19-243, which provides that priority is to be given to applicants that "directly contribute to addressing the County's overarching long-term objective of 'Meeting Basic Needs,' such as food, clothing, and shelter, as well as priority given to those agencies that comply with



the County's non-discrimination policies." (Exhibit 5). St. Vincent's application requested \$10,000, and indicated all requested funding would be expended on "salaries, wages, unemployment and fringe benefits." (See St. Vincent's projected budget, attached as Exhibit 6).

Ingham County Administration, with less funds available than requested in properly submitted applications, recommended that \$4,500 in grant funding, rather than the \$10,000 requested, be awarded to St. Vincent. However, this amount was reallocated by the Board to organizations the Board determined better met the criteria set forth in Resolution 19-243. In lieu of awarding \$4,500 to St. Vincent, the Board increased funding for both Haven House and Refugee Development Shelter by \$4,500. Where all of the grant funds requested by St. Vincent were to be used for overhead expenses (*i.e.*, salary, unemployment and fringe benefits), in contrast, all funds awarded to Haven House will be used to directly benefit the program population—the entirety of funds allocated to Haven House will go toward food for the homeless. Correlatively, that portion of the funds awarded to the Refugee Development Center will be used for food and other direct assistance to program beneficiaries. (See Project Budgets for Haven House and Refugee Development Center attached as Exhibit 7). Haven House and Refugee Development Center both provide services to refugees.

While St. Vincent may disagree with the decision to not award it grant funds, it was never promised continued funding, and the award of funds was within the Board's discretion (note that, under Michigan law, St. Vincent first had to file a claim with the County Clerk, MCL 46.11(m), and, if its claim were rejected, it could appeal to the Ingham County circuit court, so by filing this federal lawsuit predicated on 42 U.S.C. §1983 without first resorting to such procedures, St. Vincent has failed to exhaust its administrative remedies, and this lawsuit must be dismissed accordingly. *Parratt v. Taylor*, 451 U.S. 527, 543-4 (1981). St. Vincent is well aware of the

annual nature of this grant process, as it has not received funding in either 2015 or 2016 (See history of St. Vincent's grant funding attached as Exhibit 8).

Throughout the Factual Background section of its Brief, St. Vincent makes numerous claims that *the Board* made certain admissions regarding its putatively improper motives for not awarding it grant funds. However, The Board passed only one contemporaneous resolution regarding grant funding, No. 19-502. The challenged resolution does not contain *any* of the statements posited by St. Vincent. While *individual* Commissioners did make statements regarding St. Vincent and its involvement in *Buck v Gordon* on *other occasions*, those individual statements are not official positions of the Board, and are not reflected in any of the resolutions adopted by the Board. Further, there were **no comments regarding *Buck* during the Committee meeting regarding grant funding** or during the Board meeting when the grant funding, with reallocations, was approved.

### GOVERNING LEGAL STANDARDS

St. Vincent is requesting that this Court grant it a preliminary injunction, ostensibly to preserve the status quo as it pertains to existing contracts and grants between St. Vincent and the County. The Supreme Court has observed “that a preliminary injunction is an extraordinary and drastic remedy, one that should not be granted unless the movant, by a clear showing, carries the burden of persuasion.” *Mazurek v. Armstrong*, 520 U.S. 968, 972 (1997). St. Vincent is seeking to enjoin the Board from terminating, suspending, failing to renew<sup>1</sup>, or impairing its contracts and grants with St. Vincent, or from taking any adverse action against St. Vincent for exercising its constitutional and statutory rights. The Supreme Court has further indicated that the "limited

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<sup>1</sup> Inasmuch as the subject contracts and grants do not contain automatic renewal provisions of any kind, any judicially compelled renewal obviously does not represent “preservation of the status quo”, but a clear alteration of the status quo.

purpose" of a preliminary injunction "is merely to preserve the relative positions of the parties until a trial on the merits can be held." *Univ. of Tex. v. Camenisch*, 451 U.S. 390, 395 (1981).

Here, St. Vincent seeks a mandatory injunction to alter the status quo and impose contractual or similar liability on the Board, which has a right not to renew a contract that has expired, and a right not to make a grant (or to award limited grant funds to other applicants) to every applicant. "[A] party seeking a mandatory preliminary injunction that will alter the status quo bears a particularly heavy burden in demonstrating its necessity." *Ferring Pharmaceuticals, Inc. v. Watson Pharmaceuticals, Inc.*, 765 F.3d 205, 219, n. 13 (3d Cir. 2014). Accordingly, this Court should be especially hesitant to grant the extraordinary interim relief of a preliminary injunction when, *as here*, such an injunction would alter the status quo prior to a trial on the merits. *O Centra Espirita Beneficente Uniao de Vegetal v. Ashcroft*, 389 F.3d 973, 976-7 (10<sup>th</sup> Cir. 2004).

When considering a request for a preliminary injunction, a court must balance four factors: 1) whether the movant has a strong likelihood of success on the merits of the case; 2) whether the movant would suffer irreparable harm without the injunction; 3) whether the issuance of the injunction would cause substantial harm to others; and 4) whether the public interest would be served by issuance of the injunction. *City of Pontiac Retired Emps. Ass'n v. Schimmel*, 751 F.3d 427, 430 (6<sup>th</sup> Cir. 2014).

Note: If the Court grants a preliminary injunction, St. Vincent must post an appropriate bond to indemnify Ingham County against consequential losses. F.R.Civ.P. 65(c)<sup>2</sup>. Those losses will include not only the \$128,000 in contract payments and \$4,500 in grant funding but the associated attorney fees the County will incur to defend its position; that figure is currently

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<sup>2</sup> (c) SECURITY. The court may issue a preliminary injunction or a temporary restraining order only if the movant gives security in an amount that the court considers proper to pay the costs and damages sustained by any party found to have been wrongfully enjoined or restrained.

estimated at \$75,000, higher if a jury trial (which the County may demand under the 7<sup>th</sup> Amendment) is conducted. A bond of \$250,000 or more should therefore be imposed to protect the County and, by extension, its taxpayers. See *W.R. Grace & Co. v. Local Union*, 759, 461 U.S. 757, 770 n. 14 (1983).

As is apparent from the Counterstatement of Facts above and the Arguments below, St. Vincent has not suffered any injury in fact. This raises the issue of justiciability. Article III of the Constitution confines the federal courts to adjudicating actual “cases” and “controversies.” U.S. Const. art. III, § 2. The threshold question in every federal case is whether the court has the judicial power to entertain the suit. *Warth v. Seldin*, 422 U.S. 490, 498 (1975). Federal judicial power is limited to those disputes “which confine federal courts to a role consistent with a system of separated powers and which are traditionally thought to be capable of resolution through the judicial process.” *Flast v. Cohen*, 392 U.S. 83, 97 (1968). As the Supreme Court explained in *Valley Forge Christian College v. Americans United for Separation of Church and State, Inc.*, 454 U.S. 464, 471-76 (1982), the “case or controversy” requirement defines, with respect to the Judicial Branch, the idea of separation of powers on which the Federal Government is founded. In an attempt to give meaning to Article III’s “case or controversy” requirement, the courts have developed a series of principles termed “justiciability doctrines.” The Article III doctrine that requires a litigant to have “standing” to invoke the jurisdiction of a federal court is perhaps the most important. *Allen v. Wright*, 468 U.S. 737, 750 (1984). Article III standing requires a litigant to have suffered an injury-in-fact, fairly traceable to the defendant’s allegedly unlawful conduct, and likely to be redressed by the requested relief. *Id.* at 751; *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560-61 (1992); *Linton by Arnold v. Commissioner of Health*

*and Environment, State of Tennessee*, 973 F.2d 1311, 1316 (6th Cir. 1992). St. Vincent fails to satisfy this threshold requirement.

## ARGUMENT

### I. St. Vincent is not likely to succeed on the merits of this case.

#### A. The Ingham County Board of Commissioners has not engaged in unlawful retaliation against St. Vincent.

St. Vincent claims that the Board's action in not awarding it a grant for the 2020 fiscal year along with the comments made by several Commissioners while considering a contract with St. Vincent for refugee services, which was approved, constitute retaliation against St. Vincent for its religious beliefs regarding marriage and for exercising its first Amendment rights in the *Buck* litigation. To prove a claim of First Amendment retaliation, St. Vincent must establish that 1) St. Vincent engaged in protected conduct; 2) an adverse action was taken against St. Vincent that would deter a person of ordinary firmness from continuing to engage in that conduct; and 3) there is a causal connection between elements one and two. *Thaddeus-X v. Blatter*, 175 F.3d 378, 394 (6<sup>th</sup> Cir. 1999).

St. Vincent cannot establish the elements of a First Amendment Retaliation Claim and as such is not likely to succeed on the merits of this case. The Board does not dispute that St. Vincent engaged in protected conduct when it initiated the *Buck* lawsuit. However, the Board has not taken any adverse action against St. Vincent connected with *Buck*. The Board approved the renewal of the only contract existing between the parties during the time of the *Buck* lawsuit for the both the full amount of money proposed by St. Vincent and the full duration requested: \$128,000 for a 12 month contract.

St. Vincent takes issue with the fact that several individual Commissioners made statements at a Human Services Committee ("HSC") meeting regarding St. Vincent's

involvement with the *Buck* lawsuit when the contract renewal described above was first put forward for consideration. As reflected in the minutes of the HSC, two of the Commissioners serving on the HSC made such comments, and, regardless, the HSC acted to formally recommend to the Full Board of Commissioners that St. Vincent's contract be renewed or 6 months. Even so, the Full Board rejected HSC's recommendation by a vote of 8 to 6, and formally approved renewal of St. Vincent's contract for the full one year proposed.

St. Vincent argues that the "motive of the Board" is made clear by the statements made by two individual commissioners at the Committee review. Any attempt by St. Vincent to inveigle this Court into examining the motives of individual Commissioners for casting a vote within the scope of their legislative powers must be flatly rejected. As the Sixth Circuit held in *McCoy Elkhorn Coal Co. v. United States E.P.A.*, 622 F.2d 260, 266 (6<sup>th</sup> Cir. 1980), "We will not inquire into the motives of individual legislators for proposing and voting in favor of [pending legislation]." <sup>3</sup>

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<sup>3</sup> Michigan jurisprudence likewise provides, under separation of powers principles, that the "legislative function is not subject to judicial interference absent an abuse of discretion, excess of power or error of law." *Sheffield Development Co. v. City of Troy*, 99 Mich.App. 527, 530 (1980). This limited judicial review also applies to any inquiry into the legislators' motives behind their decisions." *Id. citing People v. Gibbs*, 186 Mich. 127, 134-135 (1915). "Thus the collective or individual motives of a legislative body are not discoverable," because "courts are not concerned with the motives which actuate members of a legislative body in enacting a law, but in the results of their action." *Id.* The rule opposing inquiry into the reasons or motivations of individual legislators was unequivocally settled by the Michigan Supreme Court when it held, "Nothing is better settled than the rule that the motives of a legislature or of the members cannot be inquired into, for the purpose of determining the validity of laws." *People v. Gibbs*, 186 Mich. 127, 135 (1915), *quoting People v. Gardner*, 143 Mich. 104 (1906).

Michigan law also makes perfectly clear that comments made by individual commissioners do not and cannot constitute action by the Board. "It has long been the law of this state,....dating back to *Stevenson v. Bay City*, 26 Mich. 44, 45 (1872), that the powers of a county board are exercised only through its official resolutions and proceedings, recorded in its official minutes," *Crain v. Gibson*, 73 Mich.App. 192, 200 (1977), *lv app den* 400 Mich. 828 (1977), so that "their import cannot be altered or supplemented by parol testimony." *Tavener v. Elk Rapids Rural Agricultural School District*, 341 Mich. 244, 251 (1954). The few powers that a County Board of Commissioners have are to be exercised as a Board and not individually.

Relying on the separation of powers doctrine, *United States v. O'Brien* held that “this Court will not strike down an otherwise constitutional statute on the basis of an alleged illicit motive.” 391 U.S. 367, 683 (1968). Per *O'Brien*, the reason is plain: “What motivates one legislator to make a speech about a statute is not necessarily what motivates scores of others to enact it, and the stakes are sufficiently high for us to eschew guesswork.” *Id.* at 684.

The Sixth Circuit has fashioned a doctrinal template for implementing *O'Brien*’s rule when evaluating First Amendment retaliation claims—exactly the claim advocated by St. Vincent here. In *Scarborough v. Morgan County Bd. of Educ.*, 470 F.3d 250 (6th Cir. 2006), the Sixth Circuit held that, where a plaintiff seeks to hold a board or county liable for First Amendment retaliation, the plaintiff must demonstrate that its “protected conduct was a substantial factor in the Board’s decision, and not just in the votes of certain members” and bears “the initial burden of demonstrating that [its] protected conduct motivated the Board to take adverse action.” *Id.* at 262. In assessing whether a plaintiff can meet this burden and establish

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*Crain, supra, citing Saginaw County v. Kent*, 209 Mich. 160 (1920). “An individual member, unless expressly authorized cannot bind the county by his acts and notice to the board or by an individual member not shown to have been imparted to the board is not binding on the latter.” *Saginaw County, supra* at 167-168.

Applying these state law principles, Michigan courts refuse to entertain challenges to decisions made at the municipal level. In *Sheffield Development Co. v. City of Troy*, 99 Mich.App. 527, 528 (1980), the Michigan Court of Appeals reversed a lower court's pretrial discovery order that would have forced municipal officials to answer questions as to why they voted in a particular way on zoning applications. As the Court explained, “These questions relate directly to the individual motivations of the council members that induced their legislative decision-making ... [and] the limitations mandated by the constitutional provision with respect to the separation of powers precludes this pretrial discovery.” *Id.* at 532. To like effect in *Warda v. City Council of Flushing*, 472 Mich. 326, 328 (2005), the Michigan Supreme Court ruled that the judiciary did not have the authority to review a city council's decision to deny reimbursement of private attorney fees paid by a police officer, given that it constituted a “discretionary act of a separate branch of government.” As such, the *Warda* court held, “So long as the power to govern the city and control its affairs is vested by the people of Flushing in an elected city council, neither this Court nor any other may assume to direct the local policy of the city of Flushing.” *Id.* at 334. Rather, “its wisdom is ultimately to be judged by the voters of the city of Flushing, and not by the judiciary of this state.” *Id.*

whether the Board acted with an improper motive, the Sixth Circuit adopted a “but for” standard, *i.e.*, “a board is liable for actions that it would not have taken ‘but for’ members acting with improper motive.” *Id.* In other words, “where improperly motivated members supply the deciding margin, the board [or county] itself is liable.” *Id.* Here, although the Board vote was 8-6, the majority voted to renew St. Vincent’s contract for the full one year in the full amount of \$128,000, so any comments by two Board members *affected only the size of the minority*, and *Scarborough’s* “but for” test is not satisfied<sup>4,5</sup>

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<sup>4</sup> The “deciding margin” analysis of *Scarborough* is also instructive when evaluating whether a plaintiff can establish that a board, as opposed to an individual voting member, was improperly motivated in non-First Amendment cases. See *e.g.*, *Jackson v. Lowndes County School Dist.*, 126 F.Supp.3d 772, 782-3 (N.D. Miss. 2015) (applying “deciding margin” approach adopted in *Scarborough* to a Title VII claim); see also *Kendall v. Urban League of Flint*, 612 F.Supp.2d 871 (E.D. Mich. 2009) (granting summary judgment on § 1981 claim in part because, under the “deciding margin” test set forth in *Scarborough*, plaintiff could not demonstrate that one member of a voting group’s racism influenced the vote of even one other board member). See also *Kuivila v. City of Newton Falls* (N.D. Ohio E.D., No. 4:14-cv-01593, Feb. 11, 2016), granting summary judgment for the City in reliance on *Scarborough*, where the Chief of Police claimed that 2 of the 5 members of City Council, in voting to terminate his employment, relied on First Amendment prohibited reasons:

Here, five Council members voted unanimously on February 12, 2013, to terminate Kuivila’s Contract.[28] Doc. 39-10, p. 1. Of those five, Kuivila has testified that, during his time as Chief of Police, he had “no issues” with three (Hoffman, Beer, and Zamecnik), although he had had “issues” with Johnson and Monteville.[29] Doc. 35-1, p. 78:22-79:7. Kuivila has presented no evidence from which it can be inferred that the other Council members were motivated to terminate him because of his protected activity, nor is there any evidence that the other members were influenced by any retaliatory motive harbored by Johnson. Thus, even assuming that Defendant Johnson was motivated to terminate Kuivila because he had complained that she had sexually harassed him, she did not supply the deciding vote. Accordingly, Kuivila’s claim fails because he has not presented evidence to establish a genuine issue of material fact as to whether his protected conduct motivated Council, as opposed to one member of Council, to terminate him.

For the reasons discussed herein, the Court finds that Kuivila has failed to present evidence sufficient to establish an inference of a causal connection between his protected activity and his termination. Accordingly, Kuivila is unable to establish a *prima facie* case of Title VII retaliation and Defendants are therefore entitled to summary judgment.

<sup>5</sup> St. Vincent cites *Masterpiece Cakeshop, Ltd. v. Colorado Civil Rights Comm’n*, 138 S. Ct.



In the instant case, the alleged improper motives of individual commissioners are not relevant to any issue relating to the \$128,000 contract. The full Board approved renewal of the contract; any challenged comments by individuals had no effect on St. Vincent obtaining exactly what it wanted. St. Vincent is not entitled to, and this Court is not permitted to issue, an advisory opinion decrying the challenged comments as improper. *Larsen v. U.S. Navy*, 525 F.3d 1, 4, 381 U.S.App.D.C. 69 (D.C. Cir. 2008) (where a challenged policy has been eliminated or not implemented, and there is no proof the challenged policy will ever be implemented, “any injunction or order declaring [the policy] illegal would accomplish nothing -- amounting to exactly the type of advisory opinion Article III prohibits.” *Id.* (citation omitted)<sup>6</sup>).

This contract is the only contract between the parties, and there is no additional \$40,000 contract under consideration for renewal this month (or at any other time).

St. Vincent also alleges that it was retaliated against when its request for a so called “renewal” of its \$4,500 Community Agency Grant was denied. However, the grant in question was not a renewable grant; it is a yearly grant, for which applications must be submitted annually. The Board denied funding for year 2020 to St. Vincent because competing organizations better satisfied the criteria previously established by the Board in Resolution 19-243 adopted on May 28, 2019. The funding as requested by St. Vincent would have been expended on overhead costs, rather than expended on providing direct services to the target

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1719, 1731 (2018), for the proposition that contemporaneous statements made by members of decision making bodies are relevant and may be considered. This holding has been accounted for in the discussion and application of *Scarborough* above.

<sup>6</sup> If the Ingham County Board of Commissioners as an entity had actually taken cognizably adverse action against St. Vincent in reliance on prohibited motivations, an abjuration against future similar conduct would stand on an entirely different footing. See *In re Wingerter*, 594 F.3d 931, 935 (6<sup>th</sup> Cir. 2010) (“The bankruptcy court's warning to future parties simply extrapolated the holding of its opinion, saying the equivalent of “if any future party before this court engages in the exact same behavior as the present party, you should expect the same result.” Such an admonition is implied in any ruling, so simply including it in the present case does not create a two-tiered holding.”).

population. The successful applicants that received the funds provide direct services to County residents.

St. Vincent has not been subjected to retaliation, and therefore cannot establish a likelihood that it will be successful on the merits of this case. Moreover, there were no adverse comments of any kind made by Board of Commissioner members relating to this grant request. The Board's vote to allocate the \$4,500 to other applicants providing direct public services to recipients was unanimous (14-0), so even if two or four or six Commissioners had made comments (no comments were made) regarding St. Vincent, St. Vincent again cannot satisfy the *Scarborough* rule.

**B. Ingham County has not violated the Free Exercise Clause.**

St. Vincent is not likely to succeed on the merits of its Free Exercise claim as it has not suffered a loss of any county contract, and as such its religious exercise has not been burdened. St. Vincent compares this case to *Church of Lukumi Babalu Aye, Inc. v. City of Haileah*, 508 U.S. 520, 524, 534 (1993) ("*Lukumi*"). In *Lukumi*, the Supreme Court struck down city ordinances neutral on their face, but which effectively acted as "religious gerrymanders" having the "impermissible object" of singling out a disfavored religious group for adverse treatment. *Lukumi*, 508 U.S. at 524, 534. St. Vincent argues the Board's actions bear a "disturbing resemblance" to the behavior condemned in *Lukumi*.

However, *Lukumi* is readily distinguishable. The improper actions in *Lukumi* included both resolutions and ordinances clearly proclaiming the city council's intent to burden the religious practice of the plaintiff<sup>7</sup>. Although Justice Kennedy did make note of the city council

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<sup>7</sup> "First, the city council adopted Resolution 87-66, which noted the 'concern' expressed by residents of the city 'that certain religions may propose to engage in practices which are inconsistent with public morals, peace or safety,' and declared that 't]he City reiterates its commitment to a prohibition against any and all acts of any and all religious groups which are

minutes and the hostility exhibited in the minutes and taped excerpts of the city council in his separate Concurrence<sup>8</sup>, the focus of the majority decision was on the actual language of the resolutions and ordinances as adopted by the city council.

Here, there were no contemporaneous statements made with regard to the reallocation of grant funding. St. Vincent argues that in denying it grant funding of \$4500 for fiscal year 2020, the Board had an impermissible object, and contends the reasons for reallocating funds were merely pretextual. St. Vincent relies on the fact that all other applicants received some funding, the Board “went against the recommendation” of the County Controller in making its reallocation, and the discriminatory statements “made by the Board” (*sic*) to support its position.

The Board had previously established specific criteria for awarding grant funding in Resolution 19-243 on May 28, 2019 (Exhibit E). The County Administration’s recommended grant funding was just that, a recommendation. The Board alone has the legislative discretion to make the final determination as to the amount, if any, of grant funding to award.<sup>9</sup> *Ross v. Blue*

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inconsistent with public morals, peace or safety.’ ” \* \* \* [508 U.S. at 526.]

<sup>8</sup> Justice Kennedy wrote the lead opinion, but obtained majority concurrence only as to Parts I, IIA1 and IIA3, III, and IV. His discussion of the council minutes and of council members’ comments appears in Part IIA2, which was joined only by Justice Stevens.

<sup>9</sup> Michigan jurisprudence is clear that, under separation of powers, Mich Const. 1963, art 3, §2, the “most fundamental aspect” of the “legislative power” is “the power to tax and to appropriate for specified purposes.” *46<sup>th</sup> Circuit Court v. Crawford Co.*, 476 Mich. 313 (2006). As held in *Ameron, Inc. v. US Army Corps of Engineers*, 809 F.2d 979, 991 (3<sup>rd</sup> Cir. 1986):

We first consider whether the Comptroller’s actions pursuant to CICA are a legitimate exercise of Congressional authority. In general, Congress has enormous authority to pass laws governing the procurement process. The Army does not contend, and we know of no authority or reason, that Congress could not, through legislation, dictate exactly what the Army must purchase, from whom, and at what price.<sup>[8]</sup>

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<sup>[8]</sup> Indeed, Congress may also use the power of the purse to restrict executive action of many kinds under existing legislative delegations of authority, including the executive’s exercise of prosecutorial discretion and the formulation of litigation strategy. For example, Congress can delete funding for prosecutions of a given kind pursuant to existing legislation. When the legislature objected to

*Care Network of Michigan*, 480 Mich. 153, 173 (2008); *Sicurella v. United States*, 348 U.S. 385, 394 (1955) (“[T]he Department of Justice, whose recommendation is purely advisory, and not binding upon the Appeal Board”); No comments were made regarding St. Vincent’s religious practices or *Buck* involvement as it relates to the \$4500 allocation. The Motion to modify the grant awards included a specific, legitimate reason for the modification: meeting the strategic goals of the County to provide funding for direct aid to residents including clothing, food and shelter, while positing that allocating the funds to agencies with no or lower overhead would better ensure that goal. (Exhibit 3). This Motion was seconded, then approved by the Committee, and then unanimously adopted by the Board. No Board member made a discriminatory statement – as discussed in Section A above, the comments of a few individual commissioners (not made in relation to this reallocation) do not constitute Board action. Further, the statements made by individual commissioners were not made contemporaneously with the action taken by The Board to allocate grant funding to other agencies. St. Vincent is attempting

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certain enforcement actions brought by the Federal Trade Commission, it instructed the agency to spend no money on such proceedings. See Hearings on H.R. 3685 before the Subcomm. on Courts, Civil Liberties, and the Administration of Justice, 96th Cong. 1st Sess. (1979) (investigating FTC’s initiation of proceedings to cancel or restrict the registration of certain trademarks which it believed had become generic); Wall St.J., May 22, 1980, at 5, col. 1 (noting Congress’s decision to restrict the Commission’s authority to expend funds on cancellation petitions). Similarly, in this case the district court ordered the executive to comply with the stay provisions of CICA, which that court held constitutional. The administration thereafter announced that it would not abide by that decision, but would continue to disobey CICA’s provisions until a “final decision” was rendered by “the courts.” Letter from Edwin Meese, III to the Editor, New York Times, May 13, 1985. But see 28 U.S.C. Sec. 1291 (defining final order). In response to this announcement the House Judiciary Committee approved legislation which would have eliminated all funding for the Office of the Attorney General until the administration agreed to obey the district court’s order in this case. See H.R. 2348, Department of Justice Appropriation Authorization Act, Fiscal Year 1986, 99th Cong. 1st Sess., and the Report thereon by the House Judiciary Committee, H.R. Rep. 99-113, 99th Cong. 1st Sess. (1986).

to tie together the comments made by individual Commissioners at a committee meeting regarding the contract for refugee services to the resolution for grant funding. These are two separate programs with separate funding.<sup>10</sup>

St. Vincent argues that “two Ingham County Commissioners made very clear that the Board should punish St. Vincent for asserting its right to seek a preliminary injunction in *Buck*.” *ECF No. 5-2 PageId 97*. However, there are 14 commissioners on the Ingham County Board of Commissioners. The comments of two Commissioners who were on the losing side of a contract vote do not reflect the views or motivations of the Board itself. Further, this case is distinguishable from *Buck*, which involved comments made by the Michigan Attorney General, the official policy maker for the Department of Attorney General. Individual County Commissioners are not the chief policymakers for the County or the County Board. The Board

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<sup>10</sup> The fact that the actions challenged by St. Vincent concern the expenditure of public funds, for which a resolution by the County Board of Commissioners is a statutory prerequisite, MCL 43.11(m); MCL 21.43, means that absolute legislative immunity also applies here. Absolute immunity is immunity from suit and applies whether the relief sought is money damages or injunctive relief. *Cagle v. Gilley*, 957 F.2d 1347, 1350 (6th Cir. 1992); *Alia v. Michigan Supreme Court*, 906 F.2d 1100, 1102 (6th Cir. 1990). The Supreme Court has held that local legislators are entitled to absolute immunity from § 1983 liability for their legislative activities. *Bogan v. Scott-Harris*, 423 U.S. 44, 54 (1998). The Supreme Court noted that absolute immunity for local legislators under § 1983 finds support not only in history but also in reason. *Id.* at 52. “The rationales for according absolute immunity to federal, state, and regional legislators apply with equal force to local legislators.” *Id.* The Supreme Court went on to note that, “[r]egardless of the level of government, the exercise of legislative discretion should not be inhibited by judicial interference or distorted by the fear of personal liability.” *Id.* The ultimate check on legislative abuse is through the electoral process. *Id.* at 53. Even if the motive of the legislator is to target an individual or organization, the subjective intent or motive of the legislator is not the focus of the analysis. *Id.* at 54. “Whether an act is legislative turns on the nature of the act, rather than on the motive or intent of the official performing it.” *Id.* “The privilege of absolute immunity would be of little value if [legislators] could be subjected to the cost and inconvenience and distractions of a trial upon a conclusion of the pleader, or to the hazard of a judgment against them based upon a jury’s speculation as to motives.” *Id.*, citing *Tenney v. Brandhove*, 341 U.S. 367, 377 (1951). The focus of the analysis is “whether, stripped of all considerations of intent and motive, [the officials’] actions were legislative.” *Id.* at 55. Not only should the request for preliminary injunction be denied, but this lawsuit should be dismissed before further predations on the public fisc be engendered by St. Vincent.

of Commissioners—all 14 members, or a majority of them, MCL 46.3(2)—is the chief policymaker for the County. MCL 46.3(2). St. Vincent has not demonstrated, and cannot demonstrate, a likelihood of success on the merits of its free exercise claim.

**C. The Board’s actions do not violate the Free Speech Clause.**

St. Vincent asserts that the Board wants St. Vincent to engage in speech about marriage that is contrary to its religious beliefs, and if it does not do so the Board will withhold contracts and grant funding for a separate program. This assertion is false, as evidenced by the fact that the Board approved a contract with St. Vincent for the full amount of funding and for the full proposed term: \$128,000 and twelve months. This is the *only* contract between the parties; there is no other contract to be considered for renewal. This single contract covers all refugee services provided by St. Vincent, including translation services. Although two individual commissioners made comments regarding the *Buck* case during a Committee meeting, the full Board of Commissioners approved the contract. No leveraging of governmental funding has taken place, as St. Vincent has not changed its position in *Buck*, while still obtaining a renewal of its contract. There has been no violation of the Free Speech Clause.

**II. St. Vincent will not suffer irreparable harm absent an injunction.**

In order to make the requisite showing of irreparable harm, it is incumbent upon St. Vincent to demonstrate that it is threatened by a harm “which cannot be redressed by a legal or equitable remedy...” “The preliminary injunction must be the only way of protecting the plaintiff from [the] harm.” *Campbell Soup Co. v. ConAgra, Inc.*, 977 F.2d 86, 91 (3d Cir. 1992). St. Vincent has not established any violation of its constitutional rights, as set forth above. As such, it has not established even the possibility of irreparable harm, still less actual harm. It was awarded a

\$128,000 contract, and there are no other contracts up for renewal or consideration in the foreseeable future.

**III. An injunction is not in the public interest and will create substantial harm to others.**

St. Vincent claims that an injunction is in the public interest, and that no one will be harmed by granting the injunction. False. The comprehensive injunction sought by St. Vincent would prohibit the Board from terminating, suspending, failing to renew, or otherwise modifying its contracts and grants with St. Vincent—a judicial interference with the Board’s statutory power under MCL 46.11 to conduct the business of the county *pendente lite*. While there are no pending contracts with or grants to St. Vincent up for consideration in the foreseeable future, the requested preliminary injunction would prohibit the Board from requesting or acting on proposals from other providers of refugee services for subsequent years. The RFP process is an important protection for County government, assuring the County obtains the best service at the lowest cost to taxpayers. Further, the County is not mandated or obligated by state or federal law to provide refugee relocation services; its ability to fund these services may change based on budget constraints. Locking the County into a contract with a particular provider is contrary to the public interest—indeed, Michigan law generally prohibits municipalities from making contracts that extend beyond the term of the officials who approve it<sup>11</sup>. *Inverness Mobile Home Community v. Bedford Twp.*, 263 Mich.App. 241, 248 (2004)<sup>12</sup>.

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<sup>11</sup> Here, the Ingham County Commissioners will stand for election in November, 2020, with their successors taking office on January 1, 2021. Mich Const. 1963, art 11, §2.

<sup>12</sup> “[W]hile a township board may, by contract, bind future boards in matters of a business or proprietary nature, a township board may not contract away its legislative powers. ‘ “The true test is whether the contract itself deprives a governing body, or its successor, of a discretion which public policy demands should be left unimpaired.” ’ *Harbor Land Co. v. Twp. of Grosse Ile*, 22 Mich.App. 192, 205 (1970), quoting *Plant Food Co. v. City of Charlotte*, 214 N.C. 518, 520 (1938).”

## CONCLUSION

The Board has not targeted St. Vincent's religious beliefs and has not violated any of St. Vincent's First Amendment rights. The Board approved the renewal of a contract with St. Vincent for the full amount and for the duration proposed, and awarded an unrelated grant to providers of similar services who offered lower overhead costs and thus higher direct benefits to recipients. The motion for preliminary injunction must be denied, and this case should be dismissed.

Respectfully submitted,

Dated: January 10, 2020

By: /s/ Bonnie G. Toskey  
Bonnie G. Toskey (P30601)  
Sarah K. Osburn (P55539)  
Attorneys for Defendant  
601 N. Capitol Avenue  
Lansing, MI 48933  
(517) 372-9000  
[btoskey@cstmlaw.com](mailto:btoskey@cstmlaw.com)  
[sosburn@cstmlaw.com](mailto:sosburn@cstmlaw.com)



**CERTIFICATION OF COMPLIANCE**

Defendant's Brief in Opposition to Plaintiff's Motion for a Preliminary Injunction complies with the page limit in W.D. Mich. L.Civ.R. 7.2(b)(i) because, excluding the parts of the document exempted by L. Civ. R. 7.2(b)(i), this document contains 6,576 words. This document further complies with the typeface requirements and the type-style requirements of L.Civ.R. 10.1 because this document has been prepared in 12 point Times New Roman typeface, a proportionally spaced, serif font typeface using Microsoft Word 2010.

Respectfully submitted,

Dated: January 10, 2020

By: /s/ Bonnie G. Toskey  
Bonnie G. Toskey (P30601)  
Sarah K. Osburn (P55539)  
Attorneys for Defendant  
601 N. Capitol Avenue  
Lansing, MI 48933  
(517) 372-9000  
[btoskey@cstmlaw.com](mailto:btoskey@cstmlaw.com)  
[sosburn@cstmlaw.com](mailto:sosburn@cstmlaw.com)

**EXHIBIT 1**

**MDHHS Bulletin MSA 18-41**



# Medical Services Administration **BULLETIN** MSA

**Bulletin Number:** MSA 18-41

**Distribution:** Local Health Departments

**Issued:** November 30, 2018

**Subject:** Clarification of Medicaid Outreach Policy

**Effective:** January 1, 2019

**Programs Affected:** Medicaid, Healthy Michigan Plan, MIChild

The purpose of this policy is to clarify requirements for administrative claiming of Medicaid outreach activity costs for Local Health Departments (LHDs) under federal funding regulations. **All outreach activities must be in support of the Medicaid program.** Activities that are part of a direct service are not claimable as Medicaid Outreach. Claiming for the costs of Medicaid-related administrative activities performed by LHD employees (community health workers, public health specialists, services specialists, health educators, etc.) are allowable provided that the LHD implements a system to appropriately identify the activities and costs in accordance with federal requirements.

## I. Approved Outreach Categories/Activities

### A. Medicaid Outreach and Public Awareness

Informing Medicaid-eligible and potentially Medicaid-eligible children and families about the benefits and availability of services provided by Medicaid. This category of outreach also includes coordinating and presenting information about Medicaid through media resources, health fairs and other community forums.

Examples of activities in this category include, but are not limited to:

- Developing, compiling, and/or distributing materials that inform individuals about the Medicaid program, Early and Periodic Screening, Diagnosis and Treatment (EPSDT) services, and how and where to obtain benefits.
- Contacting pregnant and parenting women about the availability of Medicaid services, including referral to family planning and well-baby care programs and services.

Examples of activities that are **not appropriate** for this category include, but are not limited to:

- Women, Infants, and Children (WIC) and Maternal Infant Health Program (MIHP) staff providing referral information about available health and community services. The State of Michigan mandates that these services be provided as a condition of operating the program.

## **B. Facilitating Medicaid Eligibility Determination**

Activities related to assisting potentially Medicaid-eligible individuals in applying for Medicaid benefits. This includes explaining the Medicaid program to individuals or families, providing a Medicaid application form, assisting an individual in completing a Medicaid application, and/or referring individuals to the local Michigan Department of Health and Human Services (MDHHS) office for determination of benefits. Community health workers may act as client advocates when additional assistance is needed to complete the application process. Community health workers can also help clients overcome other barriers such as linguistic, cultural, and cognitive challenges to the application and enrollment process.

Examples of activities in this category include, but are not limited to:

- Verifying an individual's current Medicaid eligibility status for purposes of the Medicaid eligibility process.
- Assisting the individual or family in collecting/gathering required information and documents for the Medicaid application.

Examples of activities that are **not appropriate** for this category include, but are not limited to:

- Verifying an individual's current Medicaid eligibility status for a direct service or billing of a medical appointment.
- Explaining the eligibility process for non-Medicaid programs.

## **C. Program Planning, Policy Development and Interagency Coordination Related to Medical Services**

Development of health programs and services targeted to the Medicaid population and collaboration between the LHD and other agencies to ensure the delivery of Medicaid-covered services. Activities in this category only apply to LHD staff whose position description includes program planning, policy development and interagency coordination, and/or those staff specifically appointed to appropriate committee or program performing required activities. This includes planning and developing procedures to track requests for referrals, and coordinating services with the Medicaid Health Plans.

Examples of activities in this category include, but are not limited to:

- Working with other agencies and/or providers that provide medical/dental/mental health services to improve the coordination and delivery of services, expand access to additional Medicaid populations, increase provider participation, and improve provider relations.
- Enhancing, improving, or streamlining health care service delivery systems in the community.
- Representing the LHD on a committee or program that is intended to improve access to Medicaid programs and services.

Examples of activities that are **not appropriate** for this category include, but are not limited to:

- Developing procedures for tracking requests by families for assistance with non-Medicaid services and the providers of such services.
- Creating a collaboration of health professionals to provide consultation and advice on the delivery of health care services to the non-Medicaid population.

#### **D. Referral, Coordination, and Monitoring of Medicaid Services**

Making referrals for, coordinating access to, and/or monitoring the delivery of Medicaid services. Working with Medicaid providers to improve the coordination and delivery of clinical health care services, expand access to specific Medicaid populations, and improve collaboration around early identification of medical/dental problems.

Examples of activities in this category include, but are not limited to:

- Making referrals for and/or scheduling appropriate Medicaid-covered services for Medicaid-enrolled individuals.
- Developing referral sources for the LHD, such as a list or brochure of the physicians, dentists or practitioners in the area who accept Medicaid patients for evaluation or treatment, or a list of other health agencies providing Medicaid services.
- Monitoring or coordinating the completion of the prescribed services, the termination of services, and the referral of the individual to other Medicaid services as necessary.

Examples of activities that are **not appropriate** for this category include, but are not limited to:

- Conducting quality assurance reviews when MDHHS requires the reviews as a condition of operating the program.
- Making referrals for, and coordinating access to, non-Medicaid services, such as child care, employment, job training, food assistance, and housing.
- Activities that are an integral part of or an extension of a direct medical service.

#### **E. Medicaid-Specific Training on Outreach Eligibility and Services**

Outreach activities that focus on coordinating, conducting, or participating in training and seminars for staff and/or contractors regarding the Medicaid program and available services, the benefits of the program, and how to assist families in accessing Medicaid services. These include trainings that enhance early identification, screening, and referral of children and adolescents for EPSDT services. This category also includes development and presentation of training modules regarding Medicaid eligibility and benefits to LHD staff.

Examples of activities in this category include, but are not limited to:

- Participating in or coordinating training that improves the delivery of Medicaid services.
- Attending or participating in a Medicaid Outreach in-service or webinar.
- Developing, participating in, or presenting training that addresses the clinical importance of pediatric or other clinical standards for preventive care offered through the Medicaid program.

Examples of activities that are **not appropriate** for this category include, but are not limited to:

- Participating in or coordinating training that improves the delivery of general LHD services.
- The time spent determining if a specific task can be considered Medicaid outreach.

#### **F. Arranging for Medicaid-related Transportation**

Assisting an individual in obtaining transportation for Medicaid-related services.

**NOTE: This does NOT include activities that contribute to the actual billing of transportation as a medical service.**

Examples of activities in this category include, but are not limited to:

- Scheduling or arranging transportation to and from Medicaid-covered services for a Medicaid-enrolled individual.
- Assisting with or arranging transportation for the parent/guardian of a Medicaid-enrolled individual in support of referral and evaluation activities.

Examples of activities that are **not appropriate** for this category include, but are not limited to:

- Transporting or accompanying a Medicaid-enrolled individual to a medical appointment.
- Assisting an individual in obtaining transportation for non-Medicaid services.

#### **G. Arranging for or Providing Medicaid-related Translation Services**

Arranging for or providing translation services related to a Medicaid-covered service when translation services are not included and/or paid for as part of a direct medical assistance service.

Examples of activities in this category include, but are not limited to:

- Arranging for or providing translation services (oral or signing services) to assist an individual with completing a Medicaid application.

- Arranging translation services that assist an individual in understanding the Medicaid services available.

Examples of activities that are **not appropriate** for this category include, but are not limited to:

- Developing translation materials that assist individuals in accessing and understanding non-Medicaid programs and services.
- Arranging for or providing translation services (oral or signing services) that assist the individual in accessing non-Medicaid services.
- Providing translation services to assist a Medicaid-enrolled individual in communicating as part of a direct medical service.

## II. Documentation and Reporting Requirements

Documentation maintained in support of administrative claims must be sufficiently detailed to allow determination of whether the activities were necessary for the proper and efficient administration of the Medicaid State Plan. The LHD bears the responsibility for all claiming determinations.

LHDs that bill for Medicaid outreach activities are expected to provide a quarterly summary report of Medicaid outreach activities. Guidelines and reporting requirements are described in the Comprehensive Agreement.

### **Manual Maintenance**

Retain this bulletin until the information is incorporated into the Michigan Medicaid Provider Manual.

### **Questions**

Any questions regarding this bulletin should be directed to Provider Inquiry, Department of Health and Human Services, P.O. Box 30731, Lansing, Michigan 48909-8231, or e-mailed to [ProviderSupport@michigan.gov](mailto:ProviderSupport@michigan.gov). When you submit an e-mail, be sure to include your name, affiliation, and phone number so you may be contacted if necessary. Providers may phone toll-free 1-800-292-2550.

### **Approved**



Kathy Stiffler, Acting Director  
Medical Services Administration

**EXHIBIT 2**

**Resolution 19-475**



**ADOPTED - NOVEMBER 12, 2019  
AGENDA ITEM NO. 39**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AGREEMENT WITH ST. VINCENT CATHOLIC  
CHARITIES**

**RESOLUTION # 19 - 475**

WHEREAS, Ingham County Health Department's (ICHD) Community Health Centers (CHCs) wish to enter into an agreement with St. Vincent Catholic Charities (SVCC) to sustain interpreter/translation services and supportive case management services effective October 1, 2019 through September 30, 2020; and

WHEREAS, ICHD has maintained an agreement with SVCC for assisting refugees with access to health care and management of their health issues; and

WHEREAS, until Fiscal Year 2020, these services had been supported under Medicaid Outreach funds; and

WHEREAS, per the State regulations, however, this is no longer an eligible expense under Medicaid Outreach; and

WHEREAS, ICHD's CHCs find these services essential and critical to ensure refugees receive the necessary medical care they need and are able to manage health conditions within the first 90 days of their arrival; and

WHEREAS, the term of the agreement shall not exceed \$128,000 and ICHD will cover up to \$70,537 of services which support client's services throughout non-health center/public health programs through the Fiscal Year 2020 general fund budget; and

WHEREAS, the remaining cost (\$57,463) will be covered through 340B savings as a reinvestment of funds to support enhanced patient care through the CHCs; and

WHEREAS, the Ingham Community Health Center Board of Directors supports entering into an agreement with St. Vincent Catholic Charities (SVCC) to sustain interpreter/translation services and supportive case management effective October 1, 2019 through September 30, 2020; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize entering into an agreement with St. Vincent Catholic Charities (SVCC) to sustain interpreter/translation services and supportive case management effective October 1, 2019 through September 30, 2020.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement not to exceed \$128,000 with St. Vincent Catholic Charities (SVCC) to sustain interpreter/translation services and supportive case management effective October 1, 2019 through September 30, 2020.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any budget adjustments consistent with this resolution.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any contract documents on behalf of the county after approval as to form by the County Attorney.

**HUMAN SERVICES: Yeas:** Tennis, Trubac, Slaughter, Stivers, Naeyaert  
**Nays:** Sebolt, Morgan **Absent:** None **Approved 11/04/2019**

**FINANCE: Yeas:** Grebner, Tennis, Schafer, Maiville  
**Nays:** Morgan, Crenshaw, Polsdofer **Absent:** None **Approved 11/06/2019**

**EXHIBIT 3**

**Minutes from November 18, 2019 Human Services Committee meeting**

HUMAN SERVICES COMMITTEE  
November 18, 2019  
Draft Minutes

Members Present: Morgan, Naeyaert, Sebolt, Slaughter, and Stivers

Members Absent: Tennis and Trubac

Others Present: Tim Morgan, Melissa Buzzard, Linda Vail, Adenike Shoyinka, Monica Jahner, Stuart Chavis, Sandra Kowalk-Thompson, Denise Paquette, Brady Calkins, Erika Brown-Binion, Marion Owen, Eric Hewitt, Susan Cancro, Judi Harris, Melissa Blood, Margaret Brown, Jared Cypher, Liz Noel, and others

The meeting was called to order by Acting Chairperson Sebolt at 6:30 p.m. in Personnel Conference Room "D & E" of the Human Services Building, 5303 S. Cedar Street, Lansing, Michigan.

Approval of the November 4, 2019 Minutes

MOVED BY COMM. NAEYAERT, SUPPORTED BY COMM. SLAUGHTER, TO APPROVE THE MINUTES OF THE NOVEMBER 4, 2019 HUMAN SERVICES COMMITTEE MEETING. Absent: Commissioners Tennis and Trubac

Additions to the Agenda

None.

Limited Public Comment

Linda Vail, Chief Health Officer, introduced Adenike Shoyinka, Medical Director, to the Committee.

Dr. Shoyinka thanked Ms. Vail for the introduction. She stated she looked forward to continuing the good work that the County did with health equity.

MOVED BY COMM. MORGAN, SUPPORTED BY COMM. SLAUGHTER, TO APPROVE A CONSENT AGENDA CONSISTING OF THE FOLLOWING ACTION ITEMS:

2. Facilities Department – Resolution to Authorize a Contract Renewal with Safety Systems, Inc. for Alarm Monitoring Services at Forest Community Health Center
4. Health Department
  - a. Resolution to Authorize a Michigan Agriculture Environmental Assurance Program (MAEAP) Clean Sweep Program Agreement with the Michigan Department of Agriculture and Rural Development (MDARD)

- b. Resolution to Authorize an Agreement with Redhead Design Studio for Dissemination of Mass Media Campaign to Reduce HIV Stigma
- c. Resolution to Authorize Agreements for the Region 7 Perinatal Collaborative

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioners Tennis and Trubac

THE MOTION TO APPROVE THE ITEMS ON THE CONSENT AGENDA CARRIED UNANIMOUSLY. Absent: Commissioners Tennis and Trubac

1. Community Agencies – Resolution Authorizing 2020 Agreements for Community Agencies

MOVED BY COMM. NAEYAERT, SUPPORTED BY COMM. SLAUGHTER, TO APPROVE THE RESOLUTION.

Acting Chairperson Sebolt asked those satisfied with the recommended level of funding for the agency to stand, state their name and agency, and affirm their support for the funding level provided. The following individuals did so:

- Stuart Chavis, Southside Community Coalition
- Sandra Kowalk-Thompson, Boys and Girls Club of Lansing
- Denise Paquette, Allen Neighborhood Center
- Brady Calkins, Capital Area Housing Partnership
- Erika Brown-Binion, Refugee Development Center
- Marion Owen, Tri-County Office on Aging
- Eric Hewitt, RSVP
- Susan Cancro, Advent House and Homeless Resolution Network
- Judi Harris, St. Vincent's Catholic Charities Refugee Services
- Melissa Blood, Lansing Area AIDS Network
- Margaret Brown, Rural Family Services

Monica Jahner, Northwest Initiative ARRO Program, stated that last year, the organization's application had not been submitted but the Committee had been generous enough to give Northwest Initiative half of the requested \$10,000. She further stated that she was grateful for the recommended funding amount this year, however, the organization's work was going to be more important in the coming years as there would be a reduction in jail admissions and more offenders would be staying in the community.

Ms. Jahner stated that Northwest Initiative was the only agency in the community that provided wraparound programs that included therapy and cognitive behavioral services.

Commissioner Slaughter asked how much the organization was requesting from the County.

Ms. Jahner stated last year, the organization had gotten \$5,000 when they had asked for \$10,000. She further stated that the organization would take what they could get from the County.

Commissioner Naeyaert asked what other sources of funding the agency had.

Ms. Jahner stated that the County was the only funding source for the reentry program, as the Capital Area United Way recently changed its programming funding stream. She further stated that a poetry reading fundraiser was held, but it usually did not generate funds.

MOVED BY COMM. MORGAN, SUPPORTED BY COMM. STIVERS, TO AMEND THE FUNDING LEVELS BY REMOVING \$4,500 IN FUNDING FOR ST. VINCENT CATHOLIC CHARITIES AND ADDING FUNDING IN THE AMOUNTS OF \$3,750 TO THE REFUGEE DEVELOPMENT CENTER AND \$750 TO THE HAVEN HOUSE.

Commissioner Morgan stated he wished the County had enough money to fund everything, but one of the strategic goals of the County was to provide funding for direct aid to the residents, including clothing, food, and shelter. He further stated this amendment would achieve that goal by supporting the Refugee Development Center and Haven House.

THE MOTION TO AMEND THE FUNDING LEVELS CARRIED UNANIMOUSLY. Absent: Commissioners Tennis and Trubac

THE MOTION TO APPROVE THE RESOLUTION, AS AMENDED, CARRIED UNANIMOUSLY. Absent: Commissioners Tennis and Trubac

Acting Chairperson Sebolt disclosed that he had a family member who worked for St. Vincent Catholic Charities.

3. Parks Department

- a. Resolution to Authorize an Amendment to the Contract with Spicer Group, Inc.

MOVED BY COMM. STIVERS, SUPPORTED BY COMM. NAEYAERT, TO APPROVE THE RESOLUTION.

Commissioner Morgan asked for a brief overview of the amendment to the contract with Spicer Group.

Melissa Buzzard, Trails and Parks Coordinator, stated that Spicer Group had done a bulk of the work for the County's wayfinding signage project, this year. She further stated that the company had to collect a large amount of data from communities and it was a significant amount of work.

Commissioner Morgan asked how often the County looked for other vendors available to provide a service.

Tim Morgan, Parks Director, stated that the agreement with the Spicer Group had been a two-year agreement with the option to renew the agreement for another two years. He further stated this was the first year of the renewal of the agreement, and the services would be up for Requests for Proposal in 2020, provided the Trails and Parks Millage renewal was approved in 2020.

Commissioner Stivers stated in a vote of confidence for the Spicer Group, the company made presentations to the Parks Commission, and she was impressed with the thoroughness of their

work and the attention to detail. She further stated she was confident in the wayfinding work the Spicer Group was doing.

Commissioner Morgan stated he did not have any issue with the Spicer Group, he just wanted there to be a check on contracts and vendors once in a while.

Mr. Morgan stated there had been two proposals submitted the previous time the contract had been up for bid. He further stated the process had been very thorough before Spicer Group had been selected over the Landscape Architects & Planners.

Commissioner Morgan asked how vendors were notified of the Request for Proposal.

Mr. Morgan stated that the Purchasing Department sent the Request for Proposal out to about 180 vendors across the state.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioners Tennis and Trubac

3. Parks Department

- b. Resolution to Authorize an Amendment to the City of Lansing Trails and Parks Millage Agreements

MOVED BY COMM. NAEYAERT, SUPPORTED BY COMM. STIVERS, TO APPROVE THE RESOLUTION.

Commissioner Morgan asked for a quick summary of the amendment to the City of Lansing Trails and Parks Millage agreements.

Mr. Morgan stated the City of Lansing Parks Department had been invited to the Committee meeting, but they were not in attendance.

Ms. Buzzard stated that there had been Department of Environmental Quality permits for endangered aquatic species and additional costs incurred for riverbank stabilization. She further stated that in the first agreement, no match was required of the City of Lansing, but match would be required for the additional funds.

Mr. Morgan stated that many bids had been coming in over-budget, even with the use of consultants. He further stated that the economy was doing well, and there were not a lot of bids put in for the projects because all companies were busy and the bids that were received were higher than expected.

Mr. Morgan stated that over the past few years, prices had not been low. He further stated that he did not remember the last time a project came in under-bid.

Commissioner Morgan asked if the high bids had been taken into consideration for future projects.

**EXHIBIT 4**

**Resolution 19-502**



**ADOPTED - NOVEMBER 26, 2019  
AGENDA ITEM NO. 25**

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AUTHORIZING 2020 AGREEMENTS FOR COMMUNITY AGENCIES**

**RESOLUTION #19 - 502**

WHEREAS, the 2020 Ingham County Budget has been approved by the Board of Commissioners; and

WHEREAS, under the Community Agency Program a number of agencies have been allocated funds to provide important services that are consistent with the County's Strategic Planning objective to Ingham County residents; and

WHEREAS, the 2020 budget includes \$200,000 allocated for community agencies; and

WHEREAS, the Controller/Administrator has provided recommended funding levels for each agency that were determined using the criteria set forth in Resolution #19-243.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby directs the County Attorney to draft contracts for the period of January 1, 2020 through December 31, 2020, in the amount specified for each community agency listed on the attached, for the services to Ingham County residents previously approved by the Human Services and Finance Committees.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to transfer up to \$17,300 from the 2020 contingency fund to the community agency fund.

BE IT FURTHER RESOLVED, that the Board Chairperson is hereby authorized to sign any necessary contract documents on behalf of the County after approval as to form by the County Attorney.

**HUMAN SERVICES: Yeas:** Sebolt, Morgan, Slaughter, Stivers, Naeyaert  
**Nays:** None **Absent:** Tennis, Trubac **Approved 11/18/2019**

**FINANCE: Yeas:** Grebner, Morgan, Crenshaw, Polsdofer, Maiville  
**Nays:** None **Absent:** Tennis, Schafer **Approved 11/20/2019**

ORGANIZATION	PROGRAM	2019 AMT. RECEIVED	2020 REQUEST	2020 CONTROLLER RECOMMENDED	2020 HUMAN SERVICES RECOMMENDED	2020 FINANCE RECOMMENDED
Advent House	Provides food, shelter, and advocacy services to those who struggle with homelessness and poverty in the community	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Allen Neighborhood	Distributes over 200 lbs of bread and 800-1,200 lbs of fruits and vegetables each week to approximately 120 neighbors	N/A	\$2,500.00	\$1,500.00	\$1,500.00	\$1,500.00
Boys & Girls Club	Serves lunch to more than 300 youth ages 6-18 during summer and snacks to 270 youth after school and dinner to approx. 30 children still at B&G after 7:00 pm	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00
Capital Area Community Services	Provides direct home heating assistance on behalf of low income homes	\$5,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Capital Area Housing Partnership - Ballentine Apartments	Provides housing for low-income and homeless populations	\$8,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$8,000.00
Capital Area Housing Partnership - Tuesday Toolmen	Provides free home repairs and modifications (wheelchair access, grab bar installation, smoke detector repair, etc) to help people remain safely in their homes	\$3,800.00	\$5,000.00	\$3,800.00	\$3,800.00	\$3,800.00

ORGANIZATION	PROGRAM	2019 AMT. RECEIVED	2020 REQUEST	2020 CONTROLLER RECOMMENDED	2020 HUMAN SERVICES RECOMMENDED	2020 FINANCE RECOMMENDED
Capital Area Housing Partnership - Walnut Street & Ferris Manor Support Services	Provides housing for low-income and homeless populations	N/A	\$10,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Cristo Rey Community Center - Community Kitchen	Provides daily hot meals Monday through Friday, twice a day, to those in need	\$4,250.00	\$4,250.00	\$4,250.00	\$4,250.00	\$4,250.00
Cristo Rey Community Center - Food Pantry	Provides eligible community members monthly with fresh and non-perishable items for their household as well as baked items daily for anyone in need	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00
Cristo Rey Community Center - Prescription Assistance	Provides services and bilingual staff to navigate the application process necessary for obtaining access to discounted and free prescriptions offered by pharmaceutical companies	\$6,750.00	\$6,750.00	\$6,750.00	\$6,750.00	\$6,750.00

ORGANIZATION	PROGRAM	2019 AMT. RECEIVED	2020 REQUEST	2020 CONTROLLER RECOMMENDED	2020 HUMAN SERVICES RECOMMENDED	2020 FINANCE RECOMMENDED
Edgewood	Supports Americorps member service on property focused on food insecurity, healthy eating, and care in the vulnerable populations and helping to amnage resources associated with the education and support of young children	\$3,100.00	\$12,000.00	\$3,100.00	\$3,100.00	\$3,100.00
EVE Inc	Provides safe shelter, supplies, security, facility repairs and manintenance, waste removal, telephone, and shelter insurance	N/A	\$20,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Gateway - Child and Family Services	Provides stable and safe living accomodations in a structured and supervised environment for children	\$15,300.00	\$20,000.00	\$15,300.00	\$15,300.00	\$15,300.00
Greater Lansing Food Bank	Provides registering and orienting new home & community gardeners, lends gardening tools, assists in diverse array of seed packets each growing season, distributes 40,000+ starter plants	\$11,500.00	\$20,000.00	\$11,500.00	\$11,500.00	\$11,500.00

ORGANIZATION	PROGRAM	2019 AMT. RECEIVED	2020 REQUEST	2020 CONTROLLER RECOMMENDED	2020 HUMAN SERVICES RECOMMENDED	2020 FINANCE RECOMMENDED
Greater Lansing Homeless Resolution Network	Provides direct assistance with basic needs and referral to area agencies to assist in development of Individual service plan and support to access resources quickly and ensure success for households in need of assistance with rent, utilities, food, and advocacy services to build stability and prevent homelessness	\$7,500.00	\$12,000.00	\$7,500.00	\$7,500.00	\$7,500.00
Haven House	Provides food to homeless Ingham County residents while they stay in the shelter	\$13,500.00	\$15,000.00	\$13,500.00	\$14,250.00	\$14,250.00
Lansing Area AIDS Network	Provides direct client assistance in form of housing, utilities, medical/mental health assistance for care and treatment, and transportation assistance toward improved medical outcomes	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00

ORGANIZATION	PROGRAM	2019 AMT. RECEIVED	2020 REQUEST	2020 CONTROLLER RECOMMENDED	2020 HUMAN SERVICES RECOMMENDED	2020 FINANCE RECOMMENDED
Leslie Outreach	Provides for personal needs items such as soap, toothbrushes, shampoo, toilet paper, etc for clients as well as help cover some of the cost for building rental	\$1,400.00	\$1,500.00	\$1,400.00	\$1,400.00	\$1,400.00
Listening Ear	Provides 12 hour/day crisis line to provide crisis intervention, emotional support, and information/referrals; hopes to provide 24-hour service by new year	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
MSU Safe Place	Provides services related to basic needs of survivors of domestic violence and stalking, including minor children, such as food and supplies, advocacy assistance funds, and shelter telephone service	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00

ORGANIZATION	PROGRAM	2019 AMT. RECEIVED	2020 REQUEST	2020 CONTROLLER RECOMMENDED	2020 HUMAN SERVICES RECOMMENDED	2020 FINANCE RECOMMENDED
Northwest Initiative	Provides services to all incarcerated individuals returning to Ingham County with focus on reducing and eliminating substance abuse with emphasis on opioids by helping clients navigate systems that will reduce barriers that originally brought them to the criminal justice system	\$5,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Refugee Development Center	Provides food and clothing to alleviate immediate suffering, orientation on resource location in community at reduced costs, English vocabulary necessary to access resources and communicate, education regarding steps to become self-sufficient	\$8,500.00	\$12,250.00	\$8,500.00	\$12,250.00	\$12,250.00
RSVP	Provides transportation to medical appointments and telephone reassurance services to provide assistance and social calls to elderly	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00

ORGANIZATION	PROGRAM	2019 AMT. RECEIVED	2020 REQUEST	2020 CONTROLLER RECOMMENDED	2020 HUMAN SERVICES RECOMMENDED	2020 FINANCE RECOMMENDED
Rural Family Services	Provides food bank and food and nutritional information, limited medical screening and services, clothing, furniture, and housing assistance, promotion and participation in community projects for betterment of community in rural Ingham County areas	N/A	\$14,000.00	\$14,000.00	\$14,000.00	\$14,000.00
Southside Community Coalition	Provides after school healthy and nutritious snacks to school children, monthly luncheons to seniors, bi-monthly food distribution days with GLFB, Thanksgiving baskets, breakfast/lunch/snack to children in summer, educates children on food cultivation, and helps seniors complete food stamp applications	\$6,500.00	\$10,000.00	\$6,500.00	\$6,500.00	\$6,500.00
Southside Community Kitchen	Provides well-balanced and generous meals M-Th to those in need	\$3,500.00	\$4,000.00	\$3,500.00	\$3,500.00	\$3,500.00



ORGANIZATION	PROGRAM	2019 AMT. RECEIVED	2020 REQUEST	2020 CONTROLLER RECOMMENDED	2020 HUMAN SERVICES RECOMMENDED	2020 FINANCE RECOMMENDED
St. Vincent Catholic Charities	Provides classes called "Living in America" to refugees including home/purchasing/home maintenance, small business development, academic ESOL, and computer literacy	\$4,500.00	\$10,000.00	\$4,500.00	\$0.00	\$0.00
Stockbridge Community Outreach	Assista clients with utility prevention assistance	\$4,500.00	\$5,000.00	\$4,500.00	\$4,500.00	\$4,500.00
Tri-County Office on Aging	Provides year-round 24-hour emergency response assistance to seniors experience crisis impacting basic needs and community-based services such as Meals on Wheels, Information and Assistance, housing assistance, evidence-based health and caregiver support programs, and elder abuse prevention and crisis services	\$4,500.00	\$6,000.00	\$4,500.00	\$4,500.00	\$4,500.00
WAI-IAM - Care Unit	Offers a supervised environment to house individuals while workign with care coordinators and a treatment team for stabilization	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00

ORGANIZATION	PROGRAM	2019 AMT. RECEIVED	2020 REQUEST	2020 CONTROLLER RECOMMENDED	2020 HUMAN SERVICES RECOMMENDED	2020 FINANCE RECOMMENDED
WAI-IAM - Recovery Community	Provides 5-phase program to slowly transition recovering addicts back into society on a solid foundation of sobriety with stable housing, activities, peer support services, and accountability	\$10,500.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
YMCA Downtown Lansing	Provides students with meals during mentoring program meetings that help students gain understanding of current job market and skills needed for successful employment	\$1,500.00	\$4,500.00	\$1,500.00	\$1,500.00	\$1,500.00
			\$297,950.00	\$217,300.00	\$217,300.00	\$217,300.00

**EXHIBIT 5**

**Resolution 19-243**

**ADOPTED – MAY 28, 2019  
AGENDA ITEM NO. 24**

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION APPROVING CRITERIA FOR EVALUATING 2020 APPLICATIONS  
FOR COMMUNITY AGENCY FUNDING**

**RESOLUTION # 19 – 243**

WHEREAS, since 1978, the Ingham County Board of Commissioners has provided financial support to various non-profit community organizations that provide a broad range of services for the purpose of advancing the County's adopted long-range objectives; and

WHEREAS, over the years the community agency process has grown to over 30 applications requesting funding, with total requests of approximately \$310,000 annually; and

WHEREAS, the Ingham County Board of Commissioners desires to make the process of awarding community agency funding efficient and effective; and

WHEREAS, the Ingham County Board of Commissioners desires to continue the Community Agency application process, focusing on the long term goal of assisting Ingham County residents in meeting basic needs.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes the 2020 community agency funding process, with priority given to those proposals that directly contribute to addressing the County's overarching long-term objective of "Meeting Basic Needs", such as food, clothing, and shelter, as well as priority given to those agencies that comply with the County's non-discrimination policies.

BE IT FURTHER RESOLVED, the Controller/Administrator is authorized to evaluate and determine funding levels for each applicant as a recommendation for approval by the Human Services Committee.

BE IT FURTHER RESOLVED, no agency shall receive more than 10% of the total available funding for community agencies in FY 2020.

BE IT FURTHER RESOLVED, the Board of Commissioners wishes for applicants to understand that solicitation of proposals is not a commitment to fund those proposals in fiscal year 2020.

**HUMAN SERVICES: Yeas:** Tennis, Trubac, Sebolt, Slaughter, Stivers, Naeyaert  
**Nays:** None **Absent:** Morgan **Approved 05/20/2019**

**FINANCE: Yeas:** Grebner, Morgan, Crenshaw, Polsdofer, Schafer, Maiville  
**Nays:** None **Absent:** Tennis **Approved 05/22/2019**

**EXHIBIT 6**

**St. Vincent's projected budget**

*St. Vincent*

**IV. PROJECT BUDGET**

The Proposed Line Item Budget should be structured to address four major areas: Personnel Services, Professional and Contractual Services, Operating Expenses, and Direct Services to Ingham County Residents. Please be advised that for 2020 emphasis will be placed on provision of direct services to county residents and use of Community Agency funds for personnel related expenditures is strongly discouraged.

		<b>COUNTY REQUESTED AMOUNT</b>	<b>OTHER SOURCES</b>
<b>1</b>	<b><u>Personnel Services</u></b>		
	a. Salaries & Wages	7660	
	b. FICA		
	c. Unemployment	690	
	d. Fringe Benefits (may be further subdivided)	1650	
	e. Overtime		
	f. Temporary		
	g. Work Study Wages		
<b>2</b>	<b><u>Professional and Contractual</u></b>		
	a. Medical Services (for recipient population)		
	b. Accounting Services		
	c. Membership/Subscriptions		
	d. Federal or State grant match		
	e. Office Equipment Leases		
	f. Maintenance Agreements		
<b>3</b>	<b><u>Operating Expenses</u></b>		
	a. Telephone		
	b. Rent		
	c. Utilities		
	d. Postage		
	e. Office Supplies		
	f. Travel		
	g. Insurance		
<b>4</b>	<b><u>Direct Services to Ingham County Residents</u></b>		
	a. Food		
	b. Utilities		
	c. Shelter/Housing		
	d. Other Direct Assistance		
	<b>TOTAL</b>	<b>10,000</b>	

**EXHIBIT 7**

**Project Budgets for Haven House and Refugee Development Center**



Refugee Development Center

**IV. PROJECT BUDGET**

The Proposed Line Item Budget should be structured to address four major areas: Personnel Services, Professional and Contractual Services, Operating Expenses, and Direct Services to Ingham County Residents. Please be advised that for 2020 emphasis will be placed on provision of direct services to county residents and use of Community Agency funds for personnel related expenditures is strongly discouraged.

		<b>COUNTY REQUESTED AMOUNT</b>	<b>OTHER SOURCES</b>
<b>1</b>	<b><u>Personnel Services</u></b>		
	a. Salaries & Wages	\$10,000	\$71,550
	b. FICA	\$765	\$5,474
	c. Unemployment	\$425	\$1,717
	d. Fringe Benefits (may be further subdivided) workers compensation	\$60	\$429
	e. Overtime		
	f. Temporary		
	g. Work Study Wages		
<b>2</b>	<b><u>Professional and Contractual</u></b>		
	a. Medical Services (for recipient population)		
	b. Accounting Services		
	c. Membership/Subscriptions		
	d. Federal or State grant match		
	e. Office Equipment Leases		
	f. Maintenance Agreements		
<b>3</b>	<b><u>Operating Expenses</u></b>		
	a. Telephone		\$600
	b. Rent		
	c. Utilities		
	d. Postage		
	e. Office Supplies		\$500
	f. Travel		
	g. Insurance		
<b>4</b>	<b><u>Direct Services to Ingham County Residents</u></b>		
	a. Food	\$500	\$1,000
	b. Utilities		
	c. Shelter/Housing		
	d. Other Direct Assistance (interpreters and transportation)	\$500	\$1,000
	<b>TOTAL</b>	<b>\$12,250</b>	<b>\$82,270</b>

Haven House

**IV. PROJECT BUDGET**

The Proposed Line Item Budget should be structured to address four major areas: Personnel Services, Professional and Contractual Services, Operating Expenses, and Direct Services to Ingham County Residents. Please be advised that for 2020 emphasis will be placed on provision of direct services to county residents and use of Community Agency funds for personnel related expenditures is strongly discouraged.

		COUNTY REQUESTED AMOUNT	OTHER SOURCES
<b>1</b>	<b><u>Personnel Services</u></b>		
	a. Salaries & Wages	0	\$426,000.00
	b. FICA	0	\$33,000.00
	c. Unemployment	0	0
	d. Fringe Benefits (may be further subdivided)	0	\$88,700.00
	e. Overtime	0	0
	f. Temporary	0	0
	g. Work Study Wages	0	0
<b>2</b>	<b><u>Professional and Contractual</u></b>		
	a. Medical Services (for recipient population)	0	0
	b. Accounting Services	0	\$500.00
	c. Membership/Subscriptions	0	\$2,000.00
	d. Federal or State grant match	0	0
	e. Office Equipment Leases	0	0
	f. Maintenance Agreements	0	0
<b>3</b>	<b><u>Operating Expenses</u></b>		
	a. Telephone	0	\$3,200.00
	b. Rent	0	0
	c. Utilities	0	\$16,000.00
	d. Postage	0	\$2,000.00
	e. Office Supplies	0	\$7,200.00
	f. Travel	0	\$6,500.00
	g. Insurance	0	\$16,500.00
<b>4</b>	<b><u>Direct Services to Ingham County Residents</u></b>		
	a. Food	\$15,000.00	0
	b. Utilities	0	\$25,000
	c. Shelter/Housing	0	\$158,800.00
	d. Other Direct Assistance	0	0
	<b>TOTAL</b>	\$15,000.00	\$785,400.00

**EXHIBIT 8**

**History of St. Vincent's grant funding**

<b>History of St. Vincent Community Agency Contracts with Ingham County</b>		
<b>Year</b>	<b>Amount Requested</b>	<b>Contract Amount</b>
2010	\$5,000	\$5,000
2011	\$5,000	\$5,000
2012	\$5,000	\$5,000
2013	\$5,000	\$2,500
2014	\$7,500	\$2,500
2015	\$0	\$0
2016	\$0	\$0
2017	\$20,000	\$4,000
2018	\$5,000	\$4,500
2019	\$10,000	\$4,500
2020	\$10,000	\$0

**History of St. Vincent Community Agency Contracts with Ingham County**

**Brief Description of Service**

St. Vincent's Housing Services Program for homeless residents of Ingham County

Mental health counseling to clients in St. Vincent's Permanent Housing Services Program

Case management to clients in St. Vincent's Permanent Housing Services Program

Mental health counseling to clients in St. Vincent's Permanent Housing Services Program. *Requests by agencies that did not "meet basic needs" as defined by the Board of Commissioners, were funded at half their 2012 allocation.*

Mental health counseling to clients in St. Vincent's Permanent Housing Services Program

No contract – *Housing program turned over to Lansing Housing Commission on 6/1/14*

No contract – No funding application received by Ingham County

Rent payment assistance to refugee families in St. Vincent's Refugee Housing "Pre-Paycheck" Assistance Program

Rent payment assistance to refugee families in St. Vincent's Refugee Housing "Pre-Paycheck" Assistance Program

"Living in America" classes to resettled refugees

No contract – *Funding not approved by the Board of Commissioners*

- Community Agency agreements are discretionary annual contracts, authorized each year by resolution of the Board of Commissioners. Agencies must apply for funding each year. Funding for these contracts come from the County General Fund.