

CITY OF MUSKEGON

CITY COMMISSION WORKSESSION

October 7, 2024 @ 5:30 PM

**MUSKEGON CITY COMMISSION CHAMBERS
933 TERRACE STREET, MUSKEGON, MI 49440**

☐ **CALL TO ORDER:**

☐ **NEW BUSINESS:**

A. Apple Avenue Design Update Public Works

B. FY 2023 CAPER Community & Neighborhood Services

C. Opioid Settlement Funding & Management Agreement Manager's Office

☐ **PUBLIC COMMENT:**

☐ **ADJOURNMENT:**

AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE CITY OF MUSKEGON AND ANY OF ITS COMMITTEES OR SUBCOMMITTEES

To give comment on a live-streamed meeting the city will provide a call-in telephone number to the public to be able to call and give comment. For a public meeting that is not live-streamed, and which a citizen would like to watch and give comment, they must contact the City Clerk's Office with at least a two-business day notice. The participant will then receive a zoom link which will allow them to watch live and give comment. Contact information is below. For more details, please visit:

www.shorelinecity.com

The City of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting with twenty-four (24) hours' notice to the City of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the City of Muskegon by writing or by calling the following:

Ann Marie Meisch, MMC. City Clerk. 933 Terrace St. Muskegon, MI 49440. (231)724-6705.
clerk@shorelinecity.com

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 7, 2024	Title: Apple Avenue Design Update															
Submitted by: Dan VanderHeide, Public Works Director	Department: Public Works															
Brief Summary: Staff will present an update on the Apple Avenue design, including potential lane reductions and non-motorized facilities.																
Detailed Summary & Background:																
Goal/Focus Area/Action Item Addressed:																
Key Focus Areas:																
Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life - Improved transportation connections throughout the community																
Amount Requested: N/A	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X									
Yes		No		N/A	X											
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X									
Yes		No		N/A	X											
Recommended Motion: N/A (A resolution of support is on the agenda for the following evening)																
Approvals: <table border="1"><tr><td>Immediate Division Head</td><td>X</td><td></td></tr><tr><td>Information Technology</td><td></td><td></td></tr><tr><td>Other Division Heads</td><td></td><td></td></tr><tr><td>Communication</td><td></td><td></td></tr><tr><td>Legal Review</td><td></td><td></td></tr></table>	Immediate Division Head	X		Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No
Immediate Division Head	X															
Information Technology																
Other Division Heads																
Communication																
Legal Review																

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 7, 2024	Title: FY 2023 CAPER									
Submitted by: Sharonda Carson, CNS Director	Department: Community & Neighborhood Services									
Brief Summary: Community and Neighborhood Services CAPER Presentation for FY 2023.										
Detailed Summary & Background: The Consolidated Annual Performance Evaluation Report (CAPER) is an important and necessary communication tool between the City of Muskegon, the US Department of Housing and Urban Development (HUD) and the public. Its purpose is to inform and report on the progress the City of Muskegon's Community and Neighborhood Services Department has made toward the goals it set forth in its 2021-2026 Consolidated Plan and respective Action Plan . The CAPER is available on our website for citizen review and comment period of 15 days from September 29 -October15, 2024.										
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> 2027 Goal 3: Community Connection										
Amount Requested: NA	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;"></td> <td style="width: 15%;">No</td> <td style="width: 15%;"></td> <td style="width: 15%;">N/A</td> <td style="width: 15%;">x</td> <td style="width: 15%;"></td> </tr> </table>	Yes		No		N/A	x			
Yes		No		N/A	x					
Fund(s) or Account(s): NA	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;"></td> <td style="width: 15%;">No</td> <td style="width: 15%;"></td> <td style="width: 15%;">N/A</td> <td style="width: 15%;">x</td> <td style="width: 15%;"></td> </tr> </table>	Yes		No		N/A	x			
Yes		No		N/A	x					
Recommended Motion: NA										
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">x</td> <td style="width: 30%;"></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> </table>	Immediate Division Head	x		Information Technology			Other Division Heads			Guest(s) Invited / Presenting: No
Immediate Division Head	x									
Information Technology										
Other Division Heads										

Communication			
Legal Review			



CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT

Fiscal Year 2023

City of Muskegon

Community and
Neighborhood Services
CNSMail@shorelinecity.com
933 Terrace Street, Room 202
Muskegon, MI 49440
(231) 724-6717



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Executive Summary

The Consolidated Annual Performance Evaluation Report (CAPER) is an important and necessary communication tool between the City of Muskegon, the US Department of Housing and Urban Development (HUD) and the public. Its purpose is to inform and report on the progress the City of Muskegon's Community and Neighborhood Services Department has made toward the goals it set forth in its [2021-2026 Consolidated Plan](#) and respective Action Plan.

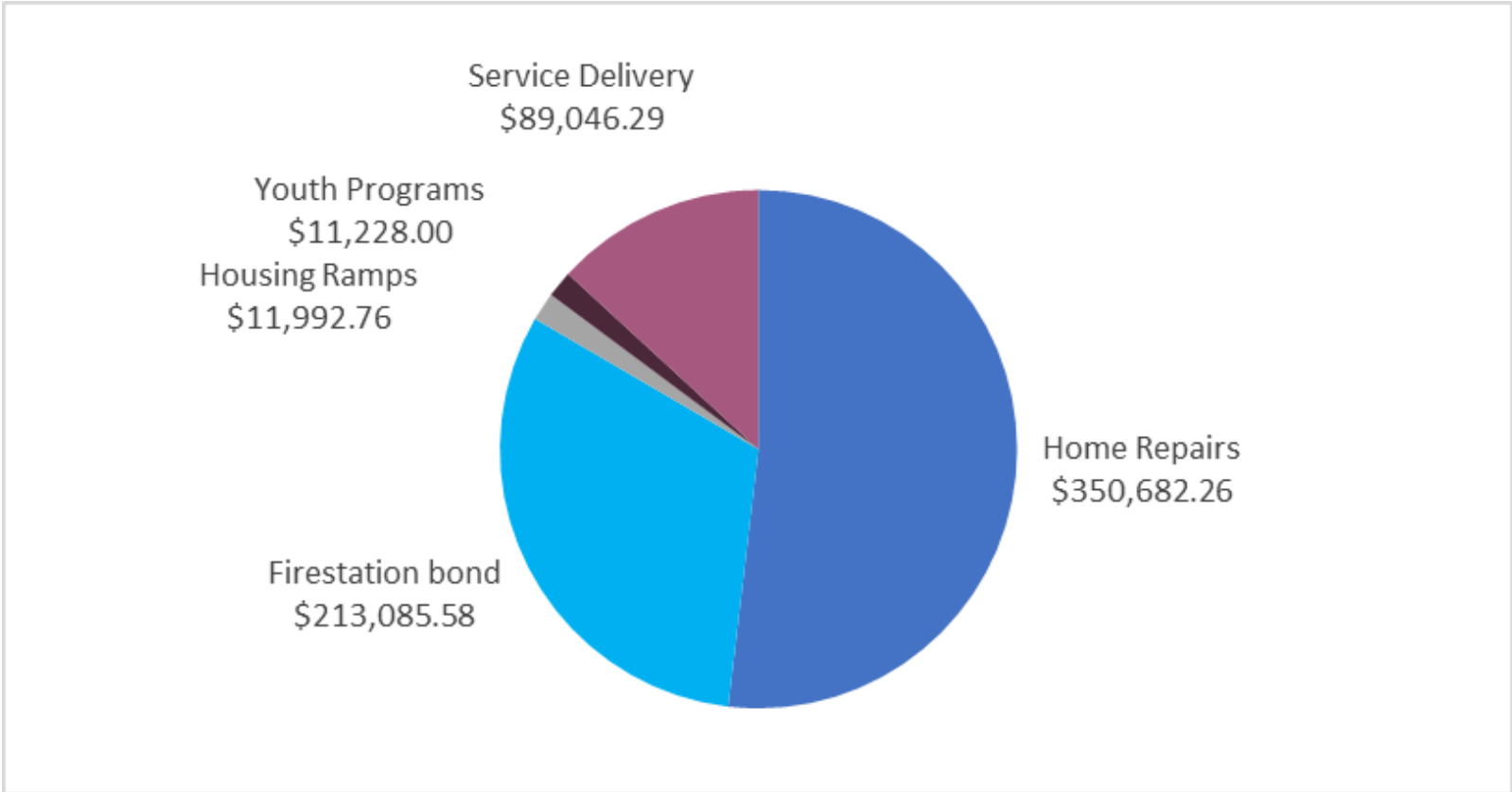
Resources and Investments

Source of Funds	Resources Made Available	Amount Expended This Year
CDBG	\$901,291	\$989,117.89
HOME	\$325,495	\$109,939.86



Goals and Outcomes

The city utilized funding for home repairs, façade improvements, park improvements, creating new homeowners through homebuyers’ assistance, and the rehabilitation of homes to create affordable homes for the community.



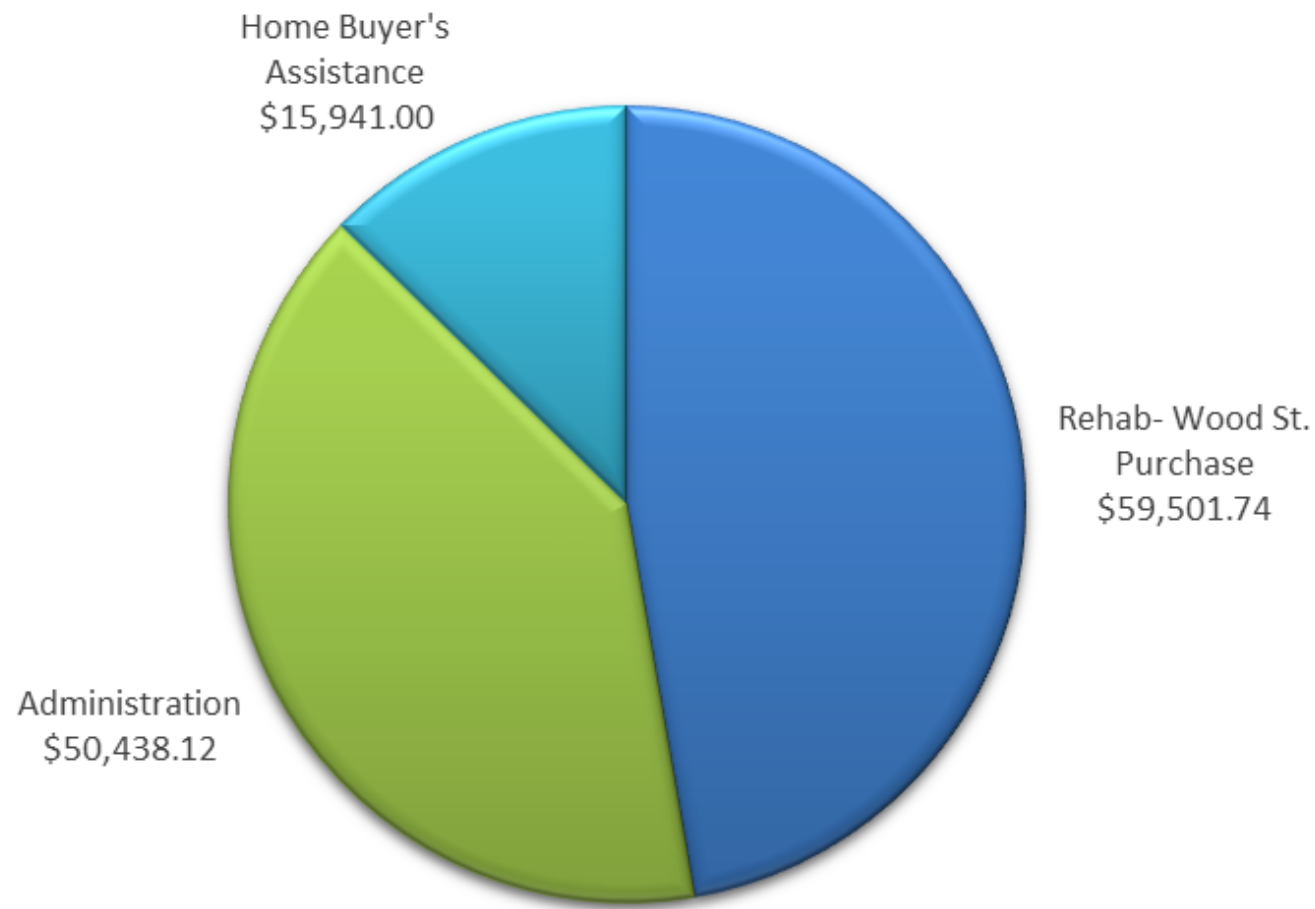
Investment	Persons Served
Priority Home Repair & Residential Façade Programs - \$350,682.26	46 Homes Repaired
Kids Power of Produce – \$8,000 Youth Services - \$2,100	587 Youth Served
Love INC– Housing Ramps - \$11,992.76	2 Ramps installed



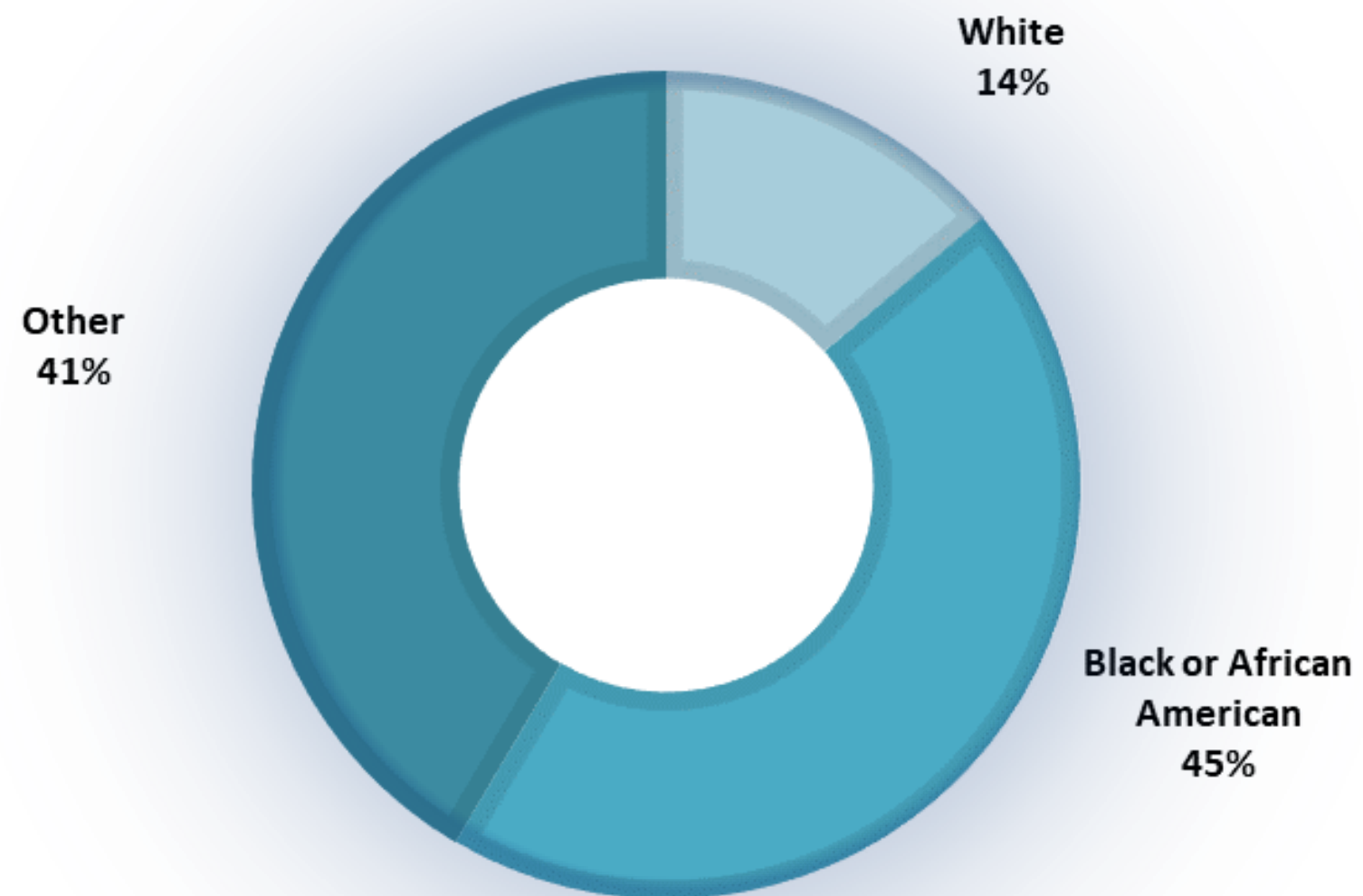


Goals and Outcomes

The city invested \$109,939.86 in HOME Investment Partnerships Program funds in the City of Muskegon as follows:



Demographics



**7 OUT
OF 10**

Program Income

Balance on hand July 1, 2023	Amount Received FY 22	Amount Spent	Balance on hand June 30, 2024
\$322,096.18	\$16,959.38	\$15,941.00	\$323,114.56

Thank You!

Contact Us



Phone
(231) 724-6717



Mail
CNSMail@shorelinecity.com



Website
<https://muskegon-mi.gov/city-services/development-services/community-neighborhood-services/>



Address
933 Terrace Street, Room 202

CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT CITY OF MUSKEGON



Fiscal Year 2023

Community and Neighborhood Services
CNSMail@shorelinecity.com
933 Terrace Street, Room 202
Muskegon, MI 49440
(231) 724-6717

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Executive Summary

The Consolidated Annual Performance Evaluation Report (CAPER) is an important and necessary communication tool between the City of Muskegon, the US Department of Housing and Urban Development (HUD) and the public. Its purpose is to inform and report on the progress the City of Muskegon's Community and Neighborhood Services Department has made toward the goals it set forth in its [2021-2026 Consolidated Plan](#) and respective [Action Plan](#).

Resources and Investments

This section details the resources that were made available to the City of Muskegon through HUD entitlement programs, leveraged funds and program income. All funds were invested in programs that served people in need within the limits of the City of Muskegon. For 2023, the City of Muskegon was awarded \$901,291 and \$325,495 in Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funding, respectively. The amount spent this year exceeds these award numbers, because program income and past-year funding was carried forward and invested in programming.

Source of Funds	Resources Made Available	Amount Expended This Year
CDBG	\$901,291	\$989,117.89
HOME	\$325,495	\$109,939.86

Leveraging

Leveraging refers to the use of federal funds to acquire additional resources. While these funds weren't budgeted as leverage in state, federal, or local grant applications, we used CDBG funds allocated to repair programs to increase the impact of all of our programs and vice versa. The City of Muskegon used the following current grant programs in tandem with CDBG funding to maximize the impact on our community: Healthy Homes Production Grant (HUD), Medicaid CHIP Lead Abatement Grant (State of Michigan), Senior Millage Grant (Senior Resources, Muskegon County), DTE Energy Efficiency Grant (DTE Energy).

There was no public or privately owned land utilized this year, nor a match requirement for the city.

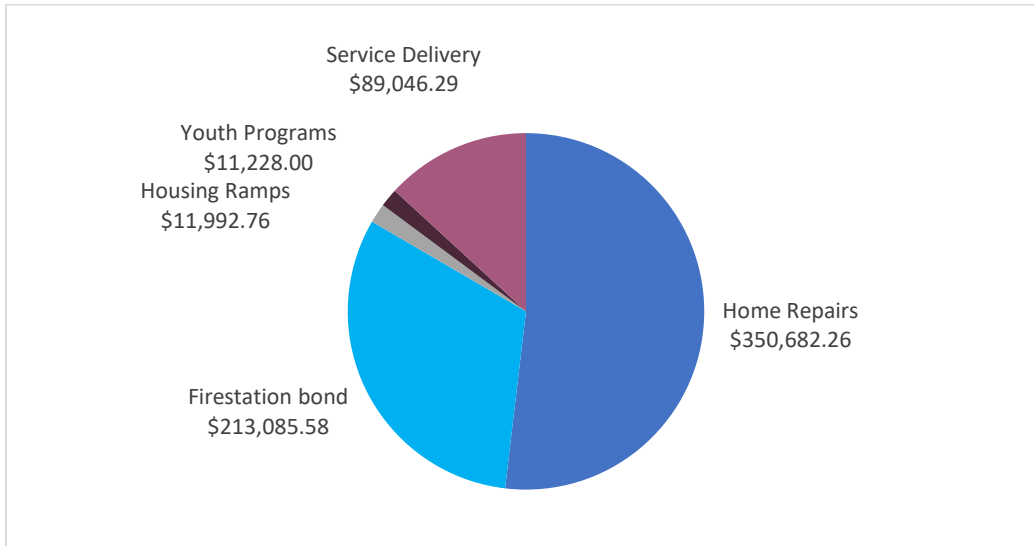
Goals and Outcomes

This section details information showing the projects the City of Muskegon has completed this year as it relates to the goals set by the Consolidated and Annual Action Plans. It demonstrates how the use of funds addresses the priorities and specific objectives identified in the plan.

The city utilized funding for home repairs, façade improvements, park improvements, creating new homeowners through homebuyers' assistance, and the rehabilitation of homes to create affordable homes for the community. We identified through our efforts that there is a great need for housing repairs due to the many applications we receive and the community has benefited from the opportunity to become homeowners.

Of the \$986,117.89 in CDBG funds invested this year, the majority of funds went toward home repairs for homeowners within the City of Muskegon that fell within income requirements, as shown below.

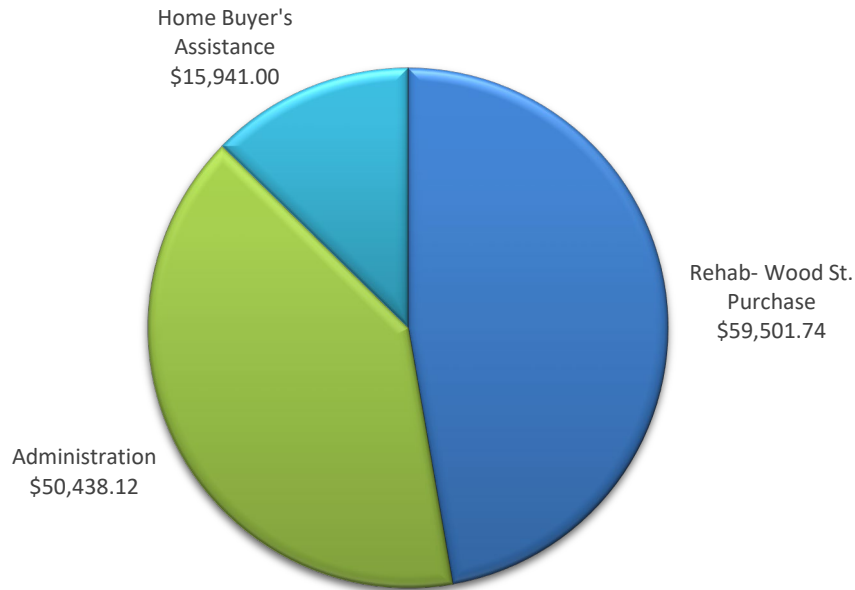
This was followed by the Fire Station Bond Repayment, Administration, Service Delivery, Youth Services, and Housing Ramps.



These investments resulted in 635 citizens receiving various services in the City of Muskegon. For a breakdown of services see below:

Investment	Persons Served
Priority Home Repair & Residential Façade Programs - \$350,682.26	46 Homes Repaired
Kids Power of Produce – \$8,000 Youth Services - \$2,100	587 Youth Served
Love INC– Housing Ramps - \$11,992.76	2 Ramps installed

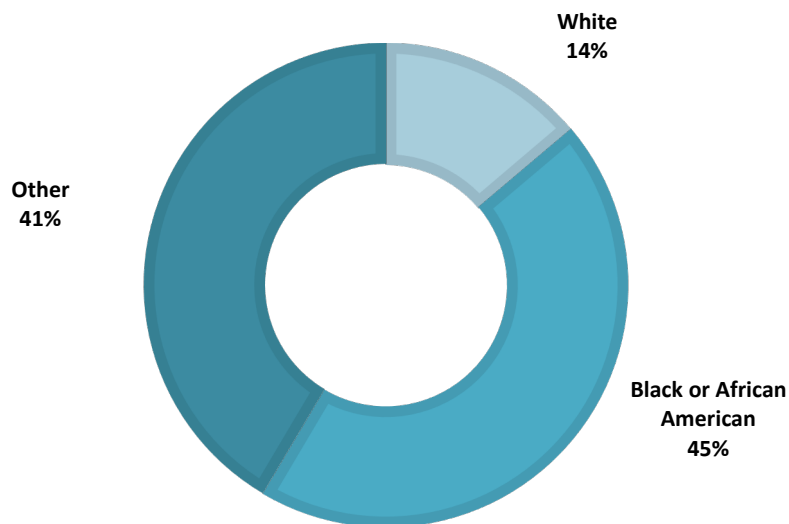
The city invested \$109,939.86 in HOME Investment Partnerships Program funds in the City of Muskegon as follows:



These investments resulted in the creation of one unit of affordable housing, and two low-income homebuyers purchasing homes.

Racial Demographics of Persons Served

The City of Muskegon's programming is built to serve its citizens. Those served were primarily Black or African American that were considered low or extremely low income. The bulk of these were youth served through partnerships with Kids power of produce and fire response. Of the 1556 served, 10 were of Hispanic origin.



Affordable Housing

This section compares the goals toward preserving and creating affordable housing with the results of the past year and summarizes the income levels of the households served. The table below details our goals versus actual accomplishments. Total, fifty-eight non-homeless households were served this program year.

Activity	Goal	2023 Accomplishment
Rental Assistance	1	2
New Unit Production	0	0
Rehab of Existing Units	2	48
Acquisition of Existing Units	2	5

We exceeded our goals to provide affordable housing by providing home repair services to families. We set a goal to provide rental assistance and exceeded the goal by providing rental units to low income families who were either living or at risk to becoming homeless. This is a service that we do not normally offer but is something that we strongly support due to the housing shortage in our area. We have worked with outside agencies to assist families in meeting the goal of affordable or appropriate housing. We were able to meet the goal of acquiring units to create housing opportunities for those experiencing homelessness. Although this is not something that we normally offer, we are piloting the program for opportunities to grow in this area in order to help combat the negative effects of homelessness in our community.

Income of Persons Served

The majority of those served by our programming were considered Extremely Low Income, meaning their household income was at or below 50% of the area median income. Around 70% met this definition, with the other 30% of persons served having incomes between 51%-80% of area median.



These outcomes will impact future annual action plans. Given our recent housing study conducted, it was evident that we need to increase our footprint in the housing industry. Our community has about 400 units of housing that is considered substandard and families are contributing over 30% of their income toward rent. Our community also is very limited in the types of housing we need to be able to provide. Aside from that, our current waitlist, families served and the study combined will help us gauge where the need is so that we are able to respond and provide resources to the families. The city is very proud and feel that we have had a very productive year that will only get better in the future. The community is becoming more aware of our program offerings and they are taking advantage of the opportunity. Our services have impacted many neighborhoods throughout the city and the impact is noticeable.

Homelessness & Other Special Needs

The purpose of this section is to evaluate the city's progress in meeting objectives for reducing and ending homelessness through outreach, emergency shelter, and avoiding homelessness. The city has made great progress as a board member of the Continuum of Care (CoC) to help reduce homelessness in our community. The CoC is an organization in pursuit of helping homeless persons find affordable housing in our community. The City has participated in a board capacity to structure and facilitate housing opportunities that prevent housed homeless families from experiencing another homeless scenario. Staff serve on various committees that seek additional funding for partners, plan for upcoming years and engage with other agencies to ensure that all available resources are made available to all community members. Regionally, the cities of Muskegon Heights and Norton Shores are represented as well, and our focus is to meet objectives set by the CoC board to reach this critical population. We have continued to explore and navigate opportunities to assist our youth.

The city is investigating developing more units that will be utilized for rental housing for families who are or will be experiencing homelessness. We have invested our HOME ARP funding to assist with addressing housing needs. Families who are currently seeking shelter are referred out to community partners that house homeless families. We are also working to collaborate with TrueNorth Community Services who was recently voted as the Muskegon HARA to strengthen the housing needs that may be made available in the community.

Our home repair program is designed to assist homeowners who have a priority housing issue that could displace them from their home because of plumbing, electrical, mechanical or critical structure deficiencies. The help provided by the city that allows a household to receive assistance allows them the ability to remain in their home.

In addition, we also offer homebuyers assistance to those who are wanting to transition to a more permanent housing solution and purchase a home. These funds offer down payment assistance that are applied to closing cost.

Public Housing

This section describes the status of the Public Housing Authority (PHA), and the efforts the PHA and city has made to engage residents and address needs. The PHA is not designated as troubled, and therefore hasn't received assistance from the City of Muskegon financially.

Public housing residents are known to be at a fixed-income status and because of this their likelihood to become a homeowner is rare. In addition, homeownership has not been advantageous given rise in the housing market of the past 5 years. The PHA has a Homeownership Program but other strategies to encourage tenant management have been encouraged more so than homeownership. The public housing residents are managed by staff with monthly reporting of income status. Annually housing staff will meet with each tenant to assess income and empower tenants to manage their living situation by giving them options like homeownership, outside rental opportunities, or housing facilities that fit their income and household needs. Currently, the Rental Assistance Demonstration option is being presented to give tenants encouragement with the proposed changes. No other actions have been taken by the city at this time.

Tenants are included in management through Tenant Advisory meetings where decision making and changes to the public housing facility are discussed. The resident board has been actively working with PHA staff to oversee the tenants' issues and concerns and manage the housing facility. Recently, the PHA has awarded vouchers to developers which offer housing choice/opportunities that are newer and different from the current conditions of the public housing venue. The highlight for the Housing Commission is that the facility is embarking on a revitalization renovation through the RAD (Rental Assistance Demonstration) process offered to PHAs.

Monitoring

This section describes the standards and procedures used to monitor activities and projects to ensure compliance. It explains the process for citizen participation and comprehensive planning efforts.

Standards and procedures utilized to monitor activities carried out in furtherance of the plan to ensure long-term compliance is documenting each application received, tracking demographic information, household size and amounts associated with projects. Monthly we meet with our finance team to compare expenditures and outcomes of our programming. We ensure that all of our accomplishments are entered quarterly and draws are completed on a monthly basis. We ensure that every bid is competitive by soliciting to all trades and selecting the lowest, most reliable bid. All files are reviewed for required documentation and approval for compliance purposes. Another way we ensure compliance is by reviewing policies so that they are current and follow federal guidelines.

The city provides citizens with reasonable notice and an opportunity to comment on performance reports by providing notice to the public at least 10 days in advance for 15-, 20- and 30-day comment periods via social media, company website and email. The city has also started releasing a newsletter to help the community stay informed and offer opportunities to engage. There is also a news blast that allows residents to sign up to receive alerts to receive up to date information in real time.

Other Actions

The purpose of this section is to detail the additional efforts the City of Muskegon takes in addressing barriers to meeting underserved populations' needs, to mitigate negative effects of public policies that serve as barriers to affordable housing, and address lead-based paint hazards among others.

The city is consistently reviewing old zoning policies that negatively affect or create barriers to housing options within the city. The approach taken to complete an updated view of housing choice for our community and developers was achieved through Rezoning parcels in our eligible census tracts. Additionally, our city is designated as a redevelopment ready community. The city is being strategic about creating housing that will fit the needs of every living situation. The city is seeking to adopt Form Based Code throughout additional neighborhoods. This will help to remove barriers to development and allow for additional types of housing like mother-in-law suites, "tiny" homes and mixed-use spaces with housing above. Also, this change will provide property owners with more flexibility to use their property for income generating purposes by allowing for smaller rentals in current residential spaces.

To meet the needs of the underserved, we have become more diligent in ensuring the community has accurate information about programs administered through our offices. We have also engaged in more outreach opportunities with community events with partners and those of our own. We ensure that 211, a local resource that provides citizens with information about assistance programs and

organizations in the community, has accurate information about programs and that all applications are current in person and online. We have also sought to inform a wider audience through television appearances and increased presence on social media platforms.

We seek to address lead-based paint hazards in our community through a state funded program for but mostly, every affordable housing unit produced is cleared of Lead-based paint hazards through abatement and remediation. Our HOME funded units through Rental Rehab or Homebuyers programs address lead as a required feature of renovations. Our programs include this action up front before rehabilitation can take place, and the properties are cleared to ensure safety of future residents. In addition to the above, we have instituted structures into all home repair programs to address lead rather it is paint, water, or sewer lines.

To reduce the number of poverty-level families, we continue to serve on boards and strengthen partnership with our CoC, to stay abreast of needs of the homeless population. the goal is to increase awareness, resources and access to resources while removing barriers.

Our social service agencies in our community have always been a partner to address the needs of our income challenged families. We have worked with the State and local Departments of Health and Human Services, Community Foundation and other nonprofit agencies to meet expressed needs of our citizens. Our services are limited to income qualifying households but we do not limit our coordination to offer and receive referrals from many organizations that focus on housing, health and public needs. The City of Muskegon also coordinates with the PHA through the appointments of 3 city staff to the Housing Board. The Board Officers have continued to impress that social service options must be present inside the building. This year, the executive director has managed to enhance the building with the participation of social service partners, local programs that give financial, food resources and social supports onsite as possible because of the pandemic. Institutional structure is developed through trial and success of building a strong community. The city supports organized Neighborhood Associations, BLIGHT fight task force and a number of community relation committees.

Our response to overcoming impediments identified of our jurisdiction is to ensure that we are mindful of the impediments and the negative effects they have on programing and low income families. A lot of our impediments are surrounded around a lack of housing that meets the needs of the community. We are consistently looking into ways to navigate the housing shortage and ensuring that all departments internally are working together to create access to housing as well as working with outside agencies and developers.

HOME Investment Partnerships Program (HOME)

Under the HOME Investment Partnerships Program, HUD allocates funds by formula among eligible State and local governments to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing, with primary attention to rental housing, for very low-income and low-income families. Generally, HOME funds must be matched by nonfederal resources, but the City of Muskegon is exempt from this requirement. The City of Muskegon is considered a participating jurisdiction (PJ) which allows for the use of HOME funds to carry out multi-year housing strategies through acquisition, rehabilitation, new construction of housing, and tenant-based rental assistance. Funds must be distributed within the City of Muskegon's boundaries, or in jointly funded

projects within the boundaries of contiguous local jurisdictions which serve residents from both jurisdictions (24 CFR 92.201(a)).

Rental Inspections

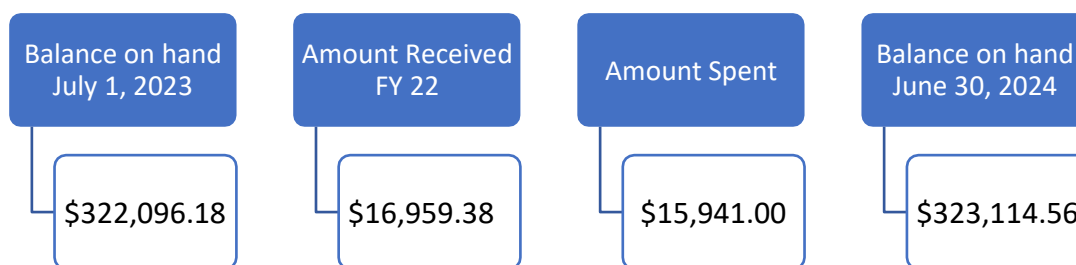
There were no required inspections scheduled this year.

Affirmative Marketing

Recently, the Affirmative Marketing Plan was rewritten to be more detailed. While we have no rental projects that contain five or more rental units, therefore not triggering the affirmative marketing requirements at 24 CFR 92.351, the City of Muskegon believes Affirmative Marketing is crucial to ensure success of our programs. As such, our newly revised plan allows us to be well equipped to market our programs appropriately. Our homebuyer programs adhere to these regulations by utilizing the equal housing opportunity logo on our programs to inform the public of our fair housing practices. We advertise our properties and programs throughout the community via 211, newspaper, online, social media, and by postings. Our assessment of the Affirmative Marketing Plan is that is sufficient at this time.

Program Income

The City of Muskegon acquires program income through the sale of homes to low-income families, rents on city-owned affordable rental properties, lien repayments, and application fees from the Rental Rehabilitation Program. These funds are reinvested into programming to support affordable housing in our community through homebuyer assistance and housing rehabilitation for sale to low-income households. We started the fiscal year on July 1, 2023 with \$106,416.09 in program income from previous years. Through the sale of 769 Catawba and 548 E Dale Ave to income qualifying households and lien repayments, \$273,639.25 was generated in program income. A total of \$47,350.18 was used to assist low-income households toward purchasing homes within the City of Muskegon through the Homebuyer's Assistance Program, and the remaining \$10,608.98 was used to pay final invoices for Dale and Catawba. All this leaves the city with \$322,096.18 to allocate to future programming in the [2023 Action Plan](#).



Community Development Block Grant (CDBG)

This section is meant to detail any changes to program objectives and indications of how the city would change its programs as a result of its experiences. Currently there has not been any changes to in the city of Muskegon's objectives but we are invested in ensuring all citizens have access to housing that fits their needs and desires. If there is to be a suggested change the objective it would be to ensure that the city is addressing the housing shortage which has been a crisis for this community.

The City of Muskegon has no open Brownfields Economic Development Initiative (BEDI) grants.

Section 3

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] represents HUD's policy for providing preference for new employment, training, and contracting opportunities created from the usage of covered HUD funds to low- and very low-income residents of the community where certain funds are spent (regardless of race or gender), and the businesses that substantially employ these persons. The City of Muskegon doesn't have any projects that trigger Section 3 requirements.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 7, 2024	Title: Opioid Settlement Funding & Management Agreement
Submitted by: Peter Wills, Director of Governmental Relations	Department: Manager's Office
Brief Summary: Staff requests approval to enter into a Funding and Management Agreement with the County of Muskegon to allocate the City's Opioid Settlement Funds to help fund the county's existing opioid grant program.	
Detailed Summary & Background: In 2021, a \$26 billion nationwide settlement was reached to resolve all opioid litigation brought by states and local units of governments against various pharmaceutical distributors. The State of Michigan is estimated to receive approximately \$1.6 billion , by 2040. Settlement funds are distributed to state and local governments (county, city, townships). A state-subdivision agreement between the State of Michigan and local government directs how opioid settlement funds are distributed. Payments are based on a national allocation formula which considers opioid overdose fatalities, prevalence of opioid use disorder and distribution of opioids. Fifty percent of funds go to county, city, and township governments. The estimated <u>local government share</u> is \$725 million. Fifty percent of funds go to the state's designated fund, The Michigan Opioid Healing and Recovery Fund . The estimated <u>state share</u> is \$887 million. Local governments can combine funds with counties, cities, townships and municipalities. Payment amounts will differ among the various settlements and may not be received annually. The City expects to receive approximately \$605,256.92 through 2040. Since February 2023, the City has received \$171,244.19 . Settlement funds are intended to serve those most profoundly impacted by the drug overdose crisis, with <u>allowable uses focusing on prevention, harm reduction, treatment and recovery</u> . The City's Settlement Funds would help fund the County's Opioid Settlement Fund grant program, established in 2023. An Opioid Settlement Funding and Management Agreement would exist between the City and County. Terms of the Agreement would stipulate that - - City-contributed funds would be for the benefit of city residents, only; - The City participates in the review and approval of applicants providing services to City residents; - The City annually reviews, with the County, the Agreement as well as the Grant Program; - Funds would be used for activities that meet the definition of opioid remediation, be evidence-based strategies or promising practices and align with approved uses; - 5% of funds to be used for administrative expenses, including any reporting requirements. - The City would receive an annual accounting report of the grant program, including total funds awarded, name of the grantee, category of assistance, target audience, project summary and amounts approved.,	

Goal/Focus Area/Action Item Addressed:**Key Focus Areas:**

Strong ties among government and community agencies

Goal/Action Item:

2027 GOAL 3: COMMUNITY CONNECTION - Strong ties among government and community agencies

Amount Requested:

NA

Budgeted Item:

Yes	X	No		N/A		
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Fund(s) or Account(s):

101-000-684-004800

Budget Amendment Needed:

Yes		No	X	N/A		
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Recommended Motion:

Work session item

Approvals:

Immediate Division Head		
Information Technology		
Other Division Heads	X	
Communication		
Legal Review	X	

Guest(s) Invited / Presenting:

Yes

**CITY USE OF OPIOID SETTLEMENT FUNDS
FUNDING AND MANAGEMENT AGREEMENT
BETWEEN
THE CITY OF MUSKEGON
AND
THE COUNTY OF MUSKEGON**

THIS AGREEMENT made and entered into by and between the **CITY OF MUSKEGON**, a municipal corporation and political subdivision of the State of Michigan, **990 Terrace St, Muskegon, Michigan 49442**, hereinafter referred to as the “City”), and **The County of Muskegon** (hereinafter referred to as the “Recipient”). Collectively, the signatories are referred to as the Parties, and individually, as a Party.

RECITALS:

WHEREAS, the City has received and will continue to receive funding from defendants of the national opioid litigation (the “Opioid Litigation”) and the resulting settlement of which the City was participant. The City’s claims formed part of the basis of the national settlement and payments to plaintiffs from defendants, with some payments scheduled to continue until ca. 2040 (“Settlement Payments”). The Opioid Litigation parties have agreed to the described Settlement Payments subject to the ongoing financial viability of each of the Opioid Litigation defendants. The Opioid Litigation settlement provides for the Settlement Payments to be expended for enumerated treatment and prevention programs and services; and

WHEREAS, the Recipient developed and adopted a Plan of Implementation (the “Plan”) that prescribes how it will allocate the settlement funds for programs, services, targeted audience, intended outcomes and entities who will receive funding. Prior to adopting the Plan, the Recipient received input and review of the Plan from outside third parties and concurrence on the Plan; and

WHEREAS, the City has determined that the Recipient has the capacity to initiate and coordinate programs eligible for the use of Settlement Payments; and

WHEREAS, the Recipient operates or collaborates with a variety of programs for which opioid settlement funds can be used, and possesses the expertise or connections necessary to utilize the funds most efficiently; and

WHEREAS, the City has determined to grant funding to the “Recipient” and the funding will be directed to the Recipient’s Opioid Settlement Funding grant program. Eligible organizations shall use the funds to support the development, implementation, enhancement, or expansion of opioid prevention, harm reduction, treatment, and recovery programs and services for the benefit of City of Muskegon residents (the “Program”). Funding will be provided in amount not less than Five Hundred and 00/100 Dollars (\$500.00) on a quarterly basis (the “Award Amount”); and

WHEREAS, no more than five percent (5%) of the Award Amount shall be allocated by Recipient toward its administrative expenses, including reporting requirements; and

WHEREAS, the City has determined that the Program is consistent with the abatement strategies set forth in the Opioid Litigation settlement List of Opioid Remediation Uses, attached hereto as Exhibit B (originally marked Exhibit “E” in the settlements); and

WHEREAS, the Parties understand and acknowledge by executing this Agreement the City will not provide additional funding in excess of the Award Amount, and any costs of the Program, including any overruns or other expenses not expressly agreed to in writing prior to the expenses being incurred, will not be a liability on the part of the City, and will be the sole responsibility of the Recipient; and

WHEREAS, the Recipient, a qualified and experienced provider of the services herein.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

1. **Term and Termination**. This Agreement shall commence on its effective date and continue until it expires or is terminated as provided for herein.

A. **Effective Date**. This Agreement shall become effective on the date (the “Effective Date”) that all of the following has occurred: (i) the approval of the Plan by the Board of Commissioners of the Recipient; (ii) the approval by the governing body of the City; (iii) the execution by an authorized officer of the City; and (iv) the execution by an authorized officer of the Recipient.

B. **Term and Expiration**. This Agreement shall commence on the Effective Date. This Agreement shall expire with no further action on behalf of the parties when the Plan has been implemented by the Recipient, all allowed costs have been paid by the City to the Recipient, and the Award Amount has been spent; provided, no additional extension of this agreement for continued services and requisite funding award has been executed by the Parties. The Parties may extend this Agreement for additional terms as outlined in an amendment to this Agreement.

C. **Termination without Cause**. The City or the Recipient may terminate this Agreement without cause by providing thirty (30) days written notice to the other Party.

D. **Termination for Cause**. Either Party may immediately, upon written notice to the other Party, terminate this Agreement for cause if the other Party is in breach of any provision hereof or is in breach of any provision of Applicable Law, including the failure of the City to provide all necessary assistance the Recipient requires to comply with the provisions of its related regulations and any reporting of program and service data.

2. **Scope of Services**. The services the Recipient shall provide shall be as set forth in the attached Exhibit A. The attached Exhibit A is incorporated by reference into this Agreement and made a part thereof. In the event there are conflicting terms and conditions between Exhibit

A and this Agreement, the terms of this Agreement will prevail.

The Recipient may elect to enter into sub-recipient agreements with other qualified entities. If it elects to provide some or all of the services by way of sub-recipients, the Recipient shall enter into contractual agreements incorporating the requirements contained herein.

If the Recipient intends to use Award Funds for administrative expenses, they must be included in Exhibit A. No more than five percent (5%) of the Award Amount shall be allocated by Recipient toward its administrative expenses, including reporting requirements.

3. Compensation. It is expressly understood and agreed the total compensation the Recipient is to receive under this Agreement for the services performed shall not exceed the Award Amount. Further, it is understood that the Award Amount shall equal the Settlement Payments.

The Award Amount shall be used by Recipient solely for the purposes set forth in this Agreement and must directly benefit residents of the City of Muskegon. The Award Amount may not be used to benefit non-residents. Recipient understands that the Settlement Funds are not in the City's control and may not be received on a predictable schedule. Award Amount may be lower than anticipated depending on the financial viability of defendants in the Opioid Litigation.

Payment by the City to the Recipient is subject to the availability of funds as determined by and in the sole discretion of the City.

4. Future Funding. City is not, as a result of entry into or performance by either party under this Agreement, obligated to provide future grants, program-related investments, or other financial or technical support to Recipient, or to extend the relationship with Recipient in any respect, or to engage in any other transaction or relationship with Recipient. Recipient acknowledges that City has not made to Recipient any representations, promises, or assurances about future funding or other support.

5. Reports. Recipient shall provide the City timely and reasonable access to all data and information in the Recipient's possession or control related to the Plan and/or necessary to comply with this Agreement. This includes program evaluation and reporting on clients served, including residency of clients, types of services, outputs, outcomes, daily counts, etc., as determined by the City in its sole discretion. These types of reporting obligations related to the Plan are required as the City works to measure successful outcomes and determine best uses of Settlement Funds in ensuing years and to ensure that the Award Amount is used to solely benefit City of Muskegon residents. Recipient shall provide the City or its designated agent(s) information on program services related to Award Amounts. Failure to do so in an accurate and timely manner may result in termination for cause.

6. Selection Committee. The City Manager or their designee, shall be entitled to one (1) seat on Recipient's Opioid Settlement Funding Grant Committee.

7. Right of Audit. The City or its designee may audit the Recipient to verify

compliance with this Agreement. The Recipient must retain and provide to the City or its designee and/or auditor general upon request, all financial and accounting records related to this Agreement through the Term of this Agreement and for three (3) years after the later of the date of submission of the final expenditure report for the Award Amount. If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, the Recipient must retain the records until all issues are resolved. This right of audit is limited to matters within the scope of this Agreement unless there is a separate constitutional or statutory basis for such audit.

8. Right of Inspection. Within ten (10) calendar days of providing notice, the City and its authorized representatives or designees have the right to enter and inspect Recipient's premises or any other places where work is being performed under this Agreement or in any location where records are kept related to the Project, and examine, copy, and audit all records related to this Agreement. The Recipient must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Agreement must be paid or refunded within forty-five (45) calendar days.

9. Recipient Monitoring. The Recipient will comply with the City's policy for Recipient monitoring, if any, and provide all required documentation upon request of the City including (1) written responses for Recipient services provided, (2) all financial or non-financial reporting requested by the City related to the Award, (3) written responses to internal control questionnaires.

10. Compliance with the Law. The Recipient shall administer the program and provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The laws of the State of Michigan will control in the construction and enforcement of this Agreement.

11. Applicable Law and Venue. This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan, without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by Federal law.

In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, in the district and division in which the City is located.

12. Independent Contractor. The employees, servants and agents of the Recipient or the beneficiaries of the Award Amount shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the City. The Recipient's employees, servants and agents shall not be entitled to any fringe benefits of the City such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or

longevity. The Recipient shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Recipient shall carry workers' compensation insurance coverage for its employees, as required by law and shall provide the City with proof of said coverage.

13. Nondiscrimination. The Recipient, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, programs and services provided, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, 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 political affiliation. The Recipient shall include the language of this assurance in all subcontracts for services covered by this Agreement. Breach of any provisions of this section shall be regarded as a material breach of this Agreement.

14. Indemnification and Hold Harmless. The Recipient shall, at its own expense, protect, defend, indemnify and hold harmless the City, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Recipient or any of its officers, employees, agents or subcontractors which may arise out of this Agreement. This includes any repayment which may be required in the event any portion of the Award Amount is not spent in conformance with this Agreement or the limitations of Exhibit B such that the City is required to return or forego any portion of the Settlement Payments.

The Recipient's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the City, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Recipient pursuant to the requirements of this Agreement.

15. Insurance. The Recipient shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in State of Michigan and with insurance carriers acceptable to the City and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

A. Workers' Compensation Insurance. Workers' Compensation Insurance including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan.

B. Commercial General Liability Insurance. Commercial General Liability Insurance on an "occurrence basis" only with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following: (1) Broad Form General Liability Endorsement or equivalent if not in policy

proper; (2) Contractual Liability; (3) Products and Completed Operations; and (4) Independent Contractors coverage.

C. Motor Vehicle Liability. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) per occurrence, and/or aggregate, combined single limit, bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.

D. Additional Insured. The Commercial General Liability Insurance as described above shall include the following as "Additional Insured"; the City, and all of the City's elected and appointed officials, employees and volunteers, all boards, commissions and/or authorities and board members including employees and volunteers thereof. Said insurance shall be considered to be primary coverage to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds whether said other available coverage be primary, contributing or excess.

E. Deductibles and SIRs. The Recipient shall be responsible for paying any deductibles and self-insured retentions (SIRs) in its insurance coverages.

F. Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance as described above, shall include on their certificates of insurance, which are to be submitted to the City as required below, an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: _____ City, [address]." In the event the Recipient's insurer refuses to provide such an endorsement the Recipient shall be responsible for providing the required notice.

G. Proof of Insurance. The Recipient shall provide to the City at the time this Agreement is returned by it for execution, with two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of policies shall be furnished.

16. Waivers; Remedies. No delay on the part of any of either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of the either Party of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which the parties hereto may otherwise have at law or in equity.

In the event the Recipient is in breach of any provision of Applicable Law, or misuses the

Award Amount funding in any way, it shall immediately, upon written demand from the City, repay all of the funds previously received pursuant to this Agreement.

17. Modifications, Amendments or Waiver of Provisions of the Agreement. All modifications, amendments or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.

18. Assignment or Subcontracting. Neither Party may assign, subcontract, or otherwise engage any subrecipient to coordinate programs eligible for the use of the Award Amount, without advance written consent of the other Party.

19. Purpose of Section Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

20. Complete Agreement. This Agreement, the Exhibits A and B, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

21. Survival Clause. All rights, duties and responsibilities of any party that either expressly or by their nature extend into the future, including warranties and indemnification, shall extend beyond and survive the end of the Agreement 's term or the termination of this Agreement.

22. Invalid/Unenforceable Provisions. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

23. Force Majeure. Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, epidemics, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, that prevent the claiming Party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

24. Non-Beneficiary Contract. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assignees any legal or equitable right, remedy or claim under or in respect of this Agreement, it being the intention of the Parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such Parties or such successors and permitted assignees. The Recipient's suppliers or providers are not considered the Recipient's assignees and are not third-party beneficiaries.

25. Notice. Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by either electronic mail with confirmation of receipt or by first class mail. All such written notices shall be addressed as provided below. All correspondence shall be considered delivered to a Party as of the date that the electronic confirmation of receipt is received (if notice is provided by electronic mail) or when notice is deposited with sufficient postage with the United State Postal Service. A notice of termination shall be sent via electronic mail with confirmation of receipt or via certified mail to the address specified below. Notices shall be mailed to the following addresses:

If to City: City Manager
 933 Terrace St.
 Muskegon, MI 49440

With Copy to:
 City Attorney
 Parmenter Law
 601 Terrace St.
 Muskegon, MI 49440

If to Recipient: _____

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

27. Entire Agreement. This Agreement sets forth the entire agreement between the

Parties and supersedes any and all prior agreements or understandings between them in any related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

28. Certification of Authority to Sign Agreement. The people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the party they represent and that this Agreement has been authorized by the party they represent.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

CITY OF MUSKEGON

By: _____

Kenneth Johnson, Mayor
City of Muskegon

Date: _____

By: _____

Ann Meisch, Clerk
City of Muskegon

Date: _____

COUNTY OF MUSKEGON

By: _____

(Signature)

Name: _____

(Print or Type)

Title: _____

(Print or Type)

Date: _____

Exhibit A
Scope of Work

1. Funding will be provided, from the City to the Recipient, in an amount not less than Five Hundred and 00/100 Dollars (\$500.00) on a quarterly basis (the "Award Amount").
2. The Recipient shall direct the Award Amount to the Recipient's Opioid Settlement Grant funding program each eligible grant year, unless notice is provided to terminate the Agreement.
3. Eligible organizations shall use the Award Amount to support the development, implementation, enhancement, or expansion of opioid prevention, harm reduction, treatment, and recovery programs and services for the benefit of City of Muskegon residents.
4. No more than five percent (5%) of the Award Amount shall be allocated by the Recipient to the administrative expenses, including any reporting requirements, of the Recipient's Opioid Settlement Grant funding program.
5. The Recipient shall provide to the City an accounting report of the grant program. The report shall include, but not be limited to, total funds awarded, name of the grantee, category of assistance, target audience, project summary and amounts approved.
6. The Recipient shall include the City on the Recipient's Opioid Settlement Funding Grant Committee to review and select applications originating from the City of Muskegon, as well as annually review the grant program.
7. The City may audit the Recipient to verify compliance with this Agreement.

Exhibit B
List of Opioid Remediation Uses

Schedule A
Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“Core Strategies”).

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with cooccurring Opioid

Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“NAS”)

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant/need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

**Schedule B
Approved Uses**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("OUD") and any co-occurring Substance Use

Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any cooccurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or

underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“DATA 2000”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“PAARI”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“DART”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“LEAD”) model;
 5. Officer intervention strategies such as the Leon City, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any cooccurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any cooccurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any cooccurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-parent dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD

and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any cooccurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention

strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("SAMHSA").
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer

support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any cooccurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid or health-related indicators and supports as identified through collaborative

statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any cooccurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

2022 National Opioid Settlement Funding

Resources to learn more information

Michigan Office of Attorney General

- <https://www.michigan.gov/opioids/opioidsettlements>
- <https://www.michigan.gov/ag/initiatives/opioids>

National Opioids Settlement <https://nationalopioidsettlement.com/>

MML – Opioid Resources for communities

https://mml.org/resources-research/information/opioid_resources/

Michigan Association of Counties [Opioid Settlement Resources](#)

What is an Opioid?

Class of drugs that derive from, or mimic, natural substances found in the opium poppy plant.

Fentanyl; pain relievers available legally by prescription, such as oxycodone (OxyContin®), hydrocodone (Vicodin®), codeine, morphine; heroin; and many others.

All opioids activate an area of nerve cells in the brain and body called opioid receptors that block pain signals between the brain and the body.

What are the Opioid Settlements?

In 2021, a \$26 billion nationwide settlement was reached to resolve all opioid litigation brought by states and local units of governments against the three largest pharmaceutical distributors: McKesson, Cardinal Health and AmerisourceBergen (“Distributors”), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”).

According to the [National Opioid Settlement](#), settlements have been reached with defendants **Janssen, Cardinal, McKesson, AmerisourceBergen, Teva, Allergan, CVS, Walgreens, Walmart, and Kroger Co.**

Each of the agreements dictate the terms of the settlements.

Opioid settlement funds are intended to serve those most profoundly impacted by the drug overdose crisis, with allowable uses focusing on prevention, harm reduction, treatment and recovery.

About the Opioid Settlements

State of Michigan estimated to receive approximately [\\$1.6 billion](#), by 2040.

Settlement funds distributed to Michigan's state and local governments (county, city, townships).

Fifty percent of funds go to county, city, and township governments. The estimated local government share is \$725 million.

Fifty percent of funds go to the state's designated fund, [The Michigan Opioid Healing and Recovery Fund](#). The estimated state share is \$887 million.

A state-subdivision agreement between the State of Michigan and local government directs how opioid settlement funds are distributed.

Payments are based on a national allocation formula which considers opioid overdose fatalities, prevalence of opioid use disorder and distribution of opioids.

Local governments also have the ability to combine funds with counties, cities, townships and municipalities.

Payment amounts will differ among the various settlements and may not be received annually.

How much will my local government receive?

Since February 2023, the City of Muskegon has received **\$171,244.19**.

02/01/2023	OPIOID SETTLEMENT	60,359.82
08/03/2023	OPIOD SETTLEMENT	7,935.82
11/02/2023	OPIODS SETTLEMENT FUND	3,182.11
11/02/2023	OPIODS SETTLEMENT FUND	3,979.52
8/31/24	OPIODS SETTLEMENT FUND	16,444.56
06/03/2024	DISTRIBUTOR PAYMENT 7	7,238.03
06/03/2024	TEVA PAYMENT 1	3,493.79
8/31/24	TEVA PAYMENT 2	3,576.33
06/03/2024	WALMART PAYMENT 1	40,697.35
06/03/2024	CVS PAYMENT 1	4,269.65
8/31/24	CVS PAYMENT 2	3,114.12
06/03/2024	ALLERGAN PAYMENT 1	4,481.01
8/31/24	ALLERGAN PAYMENT 2	4,529.45
06/03/2024	WALGREENS PAYMENT 1	5,107.81
06/03/2024	WALGREENS PAYMENT 2	2,834.82
		171,244.19

The City expects to receive approximately **\$605,256.92** through 2040.

Estimated payments by settlement can be found through the Opioid Settlement Payment Estimator under “Resources” on the [Michigan Department of Attorney General Opioids website](#).

Distributor	\$280,994.04
Janseen	\$65,360.09
Teva	\$50,706.06
Allergan	\$30,208.23
CVS	\$67,072.34
Walmart	\$37,982.03
Walgreens	\$72,934.14
Total	\$605,256.92

Other Muskegon County governmental units receiving settlement funding

Muskegon County	\$11,450,648.78
Egleston Twp	\$34,302.66
Fruitport Twp	\$74,900.16
Muskegon Twp	\$124, 939.82
Muskegon Heights	\$173,266.31
Norton Shores	\$242,987.17

How will the settlement funds be spent?

The majority of funds must be spent on opioid remediation, according to the [national opioid settlement](#).

Opioid remediation: Care, treatment, and other programs and expenditures designed to:

1. *Address the misuse and abuse of opioid products.*
2. *Treat or mitigate opioid use or related disorders.*
3. *Mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic.*

Are there restrictions on how funds can be used?

Each of the 2022 National Opioid Settlements include a list of approved uses for the settlement’s remediation funds.

[Exhibit E](#) is a non-exhaustive list of possible ways that opioid settlement funds can be spent. The document includes a list of “Core Strategies” and “Approved Uses”.

Core Strategies

- Naloxone or other FDA-approved drug to reverse opioid overdoses
- Medication-assisted Treatment (MAT) distribution and other opioid-related treatment
- Address needs of pregnant and postpartum women
- Expanding treatment for Neonatal Abstinence Syndrome (NAS)

- Expansion of warm hand-off programs and recovery services
- Treatment for incarcerated population
- Prevention programs
- Expanding syringe service programs
- Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the state

Approved Uses

Approved Uses – Treatment:

- Treat Opioid Use Disorder (OUD)
- Support people in treatment and recovery
- Connect people to the help they need (connections to care)
- Address the needs of criminal justice-involved persons
- Address the needs of pregnant or parenting women and their families, including babies with NAS

Approved Uses – Prevention:

- Prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids
- Prevent misuse of opioids
- Prevent overdose deaths and other harms (harm reduction)

Approved Uses – Other Strategies:

- Support first responders
- Leadership, planning and coordination
- Training
- Research

Local Reporting on Opioid Settlement Funds

Michigan Opioid Settlement County Reporting: Data Overview

Local governments in Michigan are required to report expenditures that do not align with the definition of “opioid remediation” and Exhibit E, on a biannual basis. These reports can be found on the [Non-Opioid Remediation Use Reporting website](#).

MI Association of Counties (MAC) Opioid Settlement Reporting Survey

- According to a June 2024 survey of county opioid settlement spending –
 - o Most counties are in planning processes with development of steering committees and community assessments.
 - o Half of the counties indicated that no funds had yet been spent.
 - o Counties are primarily funding treatment in jail settings, primary prevention, and harm reduction activities (naloxone access only).
 - o Most counties are not combining funds with other governments and have created a separate fund to ensure settlement funds are not combined with general funds.

- Recommendations include:
 - Increased education on harm reduction, recovery support strategies, data collection, and treatment for pregnant and parenting people and infants.
 - Increased education around the importance and process of including those with lived and living experience with substance use in planning efforts.
 - Increased education around how to ensure funds reach those most profoundly impacted by substance use and the drug overdose crisis.
 - Increased understanding of funding schedules and how to determine average annual amounts for spending or which funding models counties are utilizing.
 - Increased opportunities for collaboration across local governments.
 - Increased awareness of how local gov's can leverage state opioid settlement funds.

Limitations of Opioid Settlement Funding

Some local units have created a separate fund to ensure settlement funds are not combined with general funds.

The inconsistent annual distribution and payment schedule of funds to local units are not enough to create new city programming around this issue.

Unlike the City's Marihuana Social Equity Grant & Loan Program where flexibility exists on the eligible uses of those funds, Opioid Settlement funds are limited to prevention, harm reduction, treatment and recovery.

County of Muskegon's FY24 Opioid Settlement Fund Grant, established in 2023.

- 3/16/23 – county staff presented preliminary proposal to board. Board directed staff to receive community input.
 - Public Health aligned their efforts with the MI Association of Counties Public Facing Planning Process to understand the current landscape.
 - County consulted with the Muskegon Community Opiate Task Force to serve as subject matter experts and an advisory group.
 - County reviewed most recent Medical Examiner's reports, statistics on drug-related deaths, etc.
 - County reference the Coalition for a Drug Free Muskegon's Strategic Plan for 2023-2028.
- 9/21/23 – Public Health presented Opioid Settlement Funds Proposal to the Board.
- 12/19/23 – Board approved Distribution Plan

- 1/22/24 – Public Health issued an invitation to apply for grant funds via an RFP. (Year 1 of the grant program)
- 4/16/24 – Board approved 7 opioid settlement funding grant awards totaling \$233,710 for the period April 1, 2024 – Sept 30, 2024.
 - o The intent was to solicit proposals “for the purposes of reducing the adverse impacts of the drug overdose crisis, preventing initiation of substance abuse and supporting treatment and recovery for those most profoundly impacted by this crisis.”
- 6/12/24 – Public Health issued an invitation to apply for grant funds via an RFP for Oct 1, 2024 – Sept 30, 2025. (Year 2 of the grant program)

County Opioid Settlement Fund Distribution Plan

- County plans to allocate \$600,000 per year
- County plans to annually review program
- 5% of settlement funds are set aside for admin expenses
- 25% to internal county operations (excluding HealthWest and Public Health)
- 10% to be held in an emergency/contingency fund. Organizations that provide services for county residents affected by substance-abuse may apply for these funds. Unused funds are rolled over.
- Municipalities will be invited to contribute to this grant and process for distribution.
- Remaining 60% will be allocated for activities in the strategic categories of prevention, treatment, harm reduction, recovery, and criminal/legal.
- In 2023, 7 grants awarded totaling \$233,710. Grantees could apply up to \$35,500 each. Grantees enter into an extensive Grant Agreement.

Agency	Category	Amount
Fresh Coast	Prevention, recovery, harm reduction	\$23,913
Life Align	Harm Reduction	\$35,500
Life Align	Recovery	\$35,500
Health Project	Prevention, harm reduction	\$33,500
Red Project	Harm reduction	\$35,000
Arbor Circle	Treatment	\$34,816
Arbor Circle	Recovery	\$34,981

Local allocations as of 9/21/23

	0.0057198661%	0.0124893804%	0.0208333463%	0.1009248080%	1.9100367830%	0.0288916451%	0.0405173975%	
	Egelston Township	Fruitport Charter Township	Muskegon Charter Township	Muskegon City	Muskegon County	Muskegon Heights City	Norton Shores City	Total Local
DistributorsYR1	\$413	\$901	\$1,503	\$7,279	\$137,763	\$2,084	\$2,922	\$152,864
DistributorsYR2	\$450	\$982	\$1,638	\$7,936	\$150,188	\$2,272	\$3,186	\$166,652
DistributorsYR3	\$450	\$982	\$1,638	\$7,936	\$150,188	\$2,272	\$3,186	\$166,652
Janssen1-5	\$2,559	\$5,587	\$9,319	\$45,145	\$854,380	\$12,924	\$18,124	\$948,036
	\$3,871	\$8,452	\$14,098	\$68,296	\$1,292,518	\$19,551	\$27,418	\$1,434,203

Funds available for Muskegon County?

Muskegon County: Plus interest earned to date of \$15,587 = **\$1,308,105** available as of 9/21/23

Timing of future payments or exact amounts to be received each year are not known.

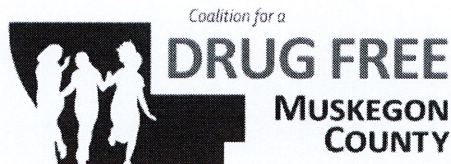
Using current estimated settlement total of \$10,642,684 divided by 18 years:

We project estimated funds available per year to be **\$600,000** including interest earnings.

Next, we aligned our efforts with the *Public Facing Planning Process* as outlined in the Michigan Opioid Settlement Funds Toolkit: A Guide for Local Spending provided by the Michigan Association of Counties

Understand the current landscape (specific to Muskegon County)

- Reached out to the *Muskegon Community Opiate Task Force* to request assistance as subject matter expert/advisory group
- Reviewed the most recent Medical Examiner's report, statistics on drug-related deaths
- Referenced the *Coalition for a Drug Free Muskegon's Strategic Plan for 2023 - 2028*
- Participated in numerous discussions/meetings at state level (MALPH and MDHHS)
- Attended Technical Assistance Learning Series on July 27th - Treating Opioid Use Disorder in Jails
- Watched several webinars and virtual learning sessions John Hopkins, UofM, MAC links
- Opiate Task Force Summit - August 18th
- Opioid Settlement Funds Stakeholder discussion - August 18th
- Attorney Dana Nessel visit for opioid settlement group discussion - September 11th
- Continued meetings and discussions



Wednesday, July 26, 2023 - initial discussion of settlement input goals at Opioid Task Force meeting (virtual)

Family Outreach Center Red Project HealthWest Life Align	Trinity Health Public Health Battle Creek VA Wedgewood	Michigan Opioid Collaborative Cherry Health Michigan Public Health Institute Michigan Department of Health and Human Services
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- Use of State guideline categories: Prevention, Harm Reduction, Linkage to Care, Criminal/Legal System, Treatment, Recovery Supports, Data/Research, Pregnant Women
- Community issue priorities

14 th Circuit Court Medical Examiner Office Public Health Family Outreach Center Eastside Outpatient Services Muskegon Recovery Court Child Protective Services	Every Woman's Place Fresh Coast Alliance Trinity Health Lazarus Consulting Prosecutor's Office Arbor Circle County Commission	Lakeshore Regional Entity HealthWest Muskegon Area Medication Disposal Program Health Project/Drug Free Muskegon County Sheriff LifeAlign
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- Community input based approach that assesses community needs
- Meeting the organizations that provide services
- Understand how communities and individuals are impacted

County Sheriff Recovery Court Fresh Coast Alliance Health Project/Drug Free Muskegon	Public Health Family Outreach Center Red Project	LifeAlign Trinity Health Prosecutor's Office
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- Input on strategy and evaluation design
- Initial project goals
- Re-evaluating process after year one
- Discussion of innovative strategies

HealthWest Health Project/Drug Free Muskegon Fresh Coast Alliance Red Project LifeAlign	Family Outreach Center Trinity Health Eastside Outpatient Services Public Health	Arbor Circle Lazarus Consulting Cherry Health 14 th Circuit Court
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- Re-review of community priorities
- Project scope and purpose of funding
- Request for proposal input

Community Prioritized Issues

1. Transportation to and from services
2. Family member education
3. Addressing social determinants of health (underlying/root causes)
4. Innovation (new ideas/not evidence base)
5. Innovation (evidence based programs/new to Muskegon)
6. Peer Recovery support expansion
7. Reducing substance use disorder stigma
8. Certification of peer support staff
9. Increase access to treatment/counseling for incarcerated
10. Increase community-based organization capacity
11. Improve healthcare provider links to referring patients to treatment and other resources
12. Improve rural resident access to resources
13. Incentivize referrals
14. Implement a community hub model to reduce duplication of services
15. Healthcare, business, and first responder Narcan training

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District 7

MUSKEGON COUNTY

M I C H I G A N

Wednesday, June 12, 2024

Opioid Prevention Grant Proposals
REQUEST FOR PROPOSAL
24-2550

Requesting Agency	Public Health
Solicitation Type	Request for Proposals
Description	The County of Muskegon invites organizations addressing opioid prevention, harm reduction, treatment, and recovery to apply for funding to support the development, implementation, enhancement, or expansion of programs and services for the Muskegon County population. This includes programs addressing substance use disorders, polysubstance use, and co-occurring mental health disorders.
Deadline for Questions	Tuesday, July 9, 2024 at 2:00 PM
Response to Questions	Friday, July 12, 2024
Proposal Deadline	Thursday, July 18, 2024 at 2:00 PM
Zoom Link	Click here for Link Passcode: 2550

The Muskegon County Board of Commissioners would like to thank you for the interest in this solicitation being presented. A set of conditions and specifications/requirements are enclosed.

The time of receipt shall be determined by the time clock stamp in the electronic Bidnet system. Respondents are responsible for ensuring that their proposal response is submitted by the deadline indicated.

No late proposal responses will be accepted.

Sincerely,

Angela Gasiewski

Angela Gasiewski, CPA
Finance Director

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PROPOSAL PACKET CHECKLIST

Please complete the required/requested forms below and check them off this list as you complete them. Return the completed forms to the Muskegon County Procurement Office with your proposal response.

<u>Complete</u>	<u>Not Applicable</u>	
☐	☐	Proposal Invitation Cover Letter
☐	☐	Proposal Certification/Non-Collusion Affidavit & Minority Supplier Certification
☐	☐	Addenda Summary (Go to https://www.bidnetdirect.com/mitn/muskegon-county for Addenda.)
☐	☐	References / Work Experience
☐	☐	Debarment, Suspension and other Responsibility Matters
☐	☐	Non-Discrimination Statement
☐	☐	No Proposal Response Form
☐	☐	Narrative Components: Problems to be Addressed Goals and Objectives Program/Project Design Measuring Successes and Quality Improvement Sustainability Organizational Description and Capacity
☐	☐	Budget Summary (Excel Form provided)
☐	☐	Budget Narrative (Please submit in either Word or PDF format – no more than 1-page total)
☐	☐	Supporting Documents: Resume and/or biography of Project Director Letters of support from partner organizations IRS W-9 IRS Determination Letter

PROPOSAL CERTIFICATION/NON-COLLUSION AFFIDAVIT

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment, or service, that it meets or exceeds all specifications contained herein, and is in all respects fair and without collusion or fraud. The Respondent's signature declares under penalty of perjury of the laws of the United States that the Responder submitting this proposal, its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal for the above project. I agree to abide by all conditions of this proposal and certify that I am authorized to sign for the Responder.

Proposal Number: 24-2550 Opioid Prevention Grant Proposals

Responder: _____

Responder Address: _____

Phone Number: _____

Fax Number: _____

Signature: _____

Name Printed: _____

Title: _____

Date Signed: _____

E-Mail: _____

Website: _____

MINORITY VENDOR CERTIFICATIONS

Please check all that apply:

The Responder represents that it ☐ IS ☐ IS NOT a woman or women-owned business.

The Responder represents that it ☐ IS ☐ IS NOT a minority-owned business.

The Responder represents that it ☐ IS ☐ IS NOT a disadvantaged business enterprise.

The Responder represents and warrants that the company meets the above and can provide supportive documentation upon request. Any lines left unchecked will be considered as if the "IS NOT" box has been checked.

Authorized Agent Signature

Date

Authorized Agent Printed Name

COUNTY OF MUSKEGON
CERT. REGARDING DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency.
2. Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default, have ever been on the Prevailing Wage Violator's Registry or are currently being investigated under current name or any DBA's, corporate names, subsidiaries or other business entities under which you have operated in the last three years; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the bid, been convicted or had a civil judgment rendered against it.
 - A. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction.
 - B. For the violation of federal or state antitrust statutes, including that proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging, or
 - C. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name/Title of Authorized Representative

Name of Participant Agency or Firm

Signature of Authorized Representative

Date

☒ I am unable to certify to the above statement. Attached is my explanation.

COUNTY OF MUSKEGON
NON-DISCRIMINATION STATEMENT

Responder Name: _____

Project Name: Opioid Prevention Grant Proposals

Project #: 24-2550

The Respondent's signature indicates that respondent agrees that no individual shall, on the grounds of race, creed, age, color, national origin or ancestry, religion, sex, marital status or handicap be excluded from participation, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity provided by this respondent.

Respondent further agrees that every subcontract entered into for the performance of this contract will contain a provision prohibiting discrimination against minority, women and handicapper owned businesses in subcontracting, and making discrimination a material breach of contract.

Authorized Signature

Date

Note: Failure to submit the signed statement as part of the proposal will be cause for rejection of the proposal.

NO PROPOSAL RESPONSE FORM

Muskegon County Procurement Office
Central Services Building, 2nd Floor
141 E. Apple Avenue, East Entrance
Muskegon, MI 49442
bids@muskegoncounty.net
Fax (231) 724-3337

We would appreciate you completing this form if you do not intend to respond to this request.

Proposal: 24-2550 **Name:** Opioid Prevention Grant Proposals

- | | <u>Response</u> |
|--|------------------------|
| 1. Specifications are too tight, i.e., geared toward one (1) brand or manufacturer only (explain below). | _____ |
| 2. Specifications are unclear (explain below). | _____ |
| 3. We are unable to meet specifications. | _____ |
| 4. Insufficient time to respond. | _____ |
| 5. Our schedule would not permit us to perform within the required time. | _____ |
| 6. We are unable to meet bond requirements. | _____ |
| 7. We are unable to meet insurance requirements. | _____ |
| 8. We do not offer this product or service. | _____ |
| 9. Other (explain below). | _____ |

REMARKS:

Company Name: _____

Signature: _____ Printed Name: _____

Title: _____ Date: _____

ADDENDA SUMMARY

If the County of Muskegon finds it necessary to post revisions, clarifications or additional information in regards to 24-2550 they will be posted to <https://www.bidnetdirect.com/mitn/muskegon-county>. The County is not bound by any oral representations, clarifications, or changes made in the RFP by the County or its agents, unless such clarifications or change is provided in written addendum from the County of Muskegon Procurement Office.

Please initial below acknowledging receipt of any addenda (give number and date of each). If none were received, please indicate this as well.

Addendum Number	Addendum Date	Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Company Name: _____

Printed Name: _____

Signature: _____

NOTE: Failure to acknowledge all issued Addenda may be cause for rejection of proposal. Go to <https://www.bidnetdirect.com/mitn/muskegon-county> for Addenda.

REFERENCES/WORK EXPERIENCE

Do not include County of Muskegon personnel. The Responder must furnish at least three (3) references from persons who can attest to the quality of similar prior work performed:

1. Company Name: _____
 Street Address: _____
 City/State/Zip Code: _____
 Contact Person: _____
 Telephone No.: _____
 Email Address: _____

2. Company Name: _____
 Street Address: _____
 City/State/Zip Code: _____
 Contact Person: _____
 Telephone No.: _____
 Email Address: _____

3. Company Name: _____
 Street Address: _____
 City/State/Zip Code: _____
 Contact Person: _____
 Telephone No.: _____
 Email Address: _____

PROPOSAL SUMMARY

Please complete the Excel Opioid Settlement Fund Budget Summary which has been provided in the documents section. For your reference, the Budget Summary appears like this:

Fund BUDGET SUMMARY									
View at 100% or Larger				COUNTY OF MUSKEGON					
Use WHOLE DOLLARS Only									
PROGRAM				DATE PREPARED			Page		Of
GRANTEE ORGANIZATION				BUDGET PERIOD					
				From:			To: 9/30/2025		
MAILING ADDRESS (Number and Street)				BUDGET AGREEMENT			AMENDMENT #		
				☐ ORIGINAL ☐ AMENDMENT					
CITY	STATE	ZIP CODE	FEDERAL ID NUMBER						
Phone:									
Fax:									
				TOTAL BUDGET					
BUDGET CATEGORY				(Use Whole Dollars)					
1. SALARY & WAGES									
2. FRINGE BENEFITS									
3. TRAVEL									
4. SUPPLIES & MATERIALS									
5. CONTRACTUAL (Subcontracts/Subrecipients)									
6. EQUIPMENT >= \$5,000									
7. OTHER EXPENSES									
COMMUNICATIONS									
SPACE COST									
OTHER									
8. TOTAL DIRECT									
9. INDIRECT COSTS: Maximum 10% total request									
10. TOTAL EXPENDITURES									
SOURCE OF FUNDS:									
11. FEES & COLLECTIONS									
12. OPIOID SETTLEMENT FUND									
13. IN-KIND									
15. OTHER(S)									
16. TOTAL FUNDING									

PROPOSAL SPECIFICATIONS

If there are any questions regarding the following specifications, please contact the Procurement Office at the Bidnet Hub website at: <https://www.bidnetdirect.com/mitn/muskegon-county>

Note: The County of Muskegon reserves the right to weigh each specification as to its importance to the needs of the department.

Muskegon County Public Health Department Opioid Prevention Grant Proposals

Background

In 2021, a nationwide settlement was reached to resolve all opioid litigations brought by states and local political subdivisions against the three largest pharmaceutical distributors: McKesson, Cardinal Health and AmerisourceBergen (“Distributors”), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”).

Michigan is slated to receive a portion of the national settlement funds over 18 years. Fifty percent (50%) of the settlement amount is being sent directed to county and local governments. The national agreement also requires significant industry changes that will help prevent this type of crisis from ever happening again.

In 2022, additional settlements with pharmacies and manufacturers were announced, including CVS, Walmart, Allergan, and Teva. These four settlements are expected to bring more dollars to Michigan, divided, with fifty percent (50%) directed to local governments.

Michigan can also expect additional funds received through companies Purdue Pharma, Mallinckrodt PLC, and Endo, which are pursuing bankruptcy plans that include funding opioid abatement trusts. The dollar amount of these settlements has not been disclosed as of June 2024.

Purpose

Use of Muskegon County opioid settlement funds are intended to improve the quality of life, decrease dependence, and increase support for the recovery of individuals, families, and communities affected by the opioid crisis. Programs and activities funded by this program should be data driven, considered evidence-based or a promising practice as established through research and study, and enhance existing community programs and services. Expected long-term community outcomes include an increase in persons seeking treatment, a decrease in criminal justice involvement, more individuals reporting an increase in recovery capital, and ultimately a decrease in overdose related deaths.

Eligibility

1. Any public, private, or non-profit organization, other than departments or agents of the County of Muskegon, may apply as long as they serve persons that reside or work in Muskegon County.
2. Proposal Review Committee members, and the agencies they represent, are not eligible for funding.

Match Requirement

There is no match requirement for this program; however, applicants are asked to report any additional funding sources for the project in the application.

Fiscal Year (FY) 2025 Available Funds

While the selection process will use a competitive Request for Proposals (RFP) process, the number of awards will be dependent on the amount of funds available for annual allocation. The total amount available for all allocations in FY25 is \$590,000, of which \$355,000 will be distributed via award process.

The County of Muskegon expects to evenly distribute awards for proposals addressing the categories of prevention (20%), treatment (20%), recovery (20%), harm reduction (20%) and criminal/legal (20%) for FY25 (See Michigan Opioids Task Force 2020 Annual Report for information, definitions, and examples of categories).

The County of Muskegon is planning to award a total of ten (10) proposals for up to \$35,500 each. A single agency may submit multiple proposals; however, they must address different categories (see Proposal Cover Sheet question #12). Up to two (2) proposals may be awarded to a single (1) organization.

Funded Organization Requirements

1. Funds must be used to serve persons residing or working in Muskegon County.
2. Funds must be expended within the associated County of Muskegon fiscal year (Ending September 30).
3. All activities must align with Exhibit E and the definition of opioid remediation (see Appendix A).
4. Provide data on program outputs, outcomes, impact, and effectiveness following agreed upon metrics with Review Committee.
5. Submit timely and complete periodic and final narrative and financial reports (see page 1 of this RFP).
6. Participate in an annual community needs assessment survey.
7. Will be highly encouraged to participate in Muskegon Community Opioid Task Force, Overdose Fatality Review Team, and other related collaborative group meetings.
8. Multiple year projects can be proposed; however, future funding will be evaluated through the reapplication process annually.
9. Only expenditures made on or before September 30 for any fiscal year, will be reimbursed.
10. Must retain receipts for all expenditures and be available for audit upon request.

Allowable Costs

- Awarded funds may be used for match in other applications.
- Compensation related to personnel or consulting services must be reasonable and comparable to that paid for similar work in the labor market.
- Equipment purchase with a unit cost of \$5,000 or greater may be allowed with prior approval. Please include a detailed description of use in the budget narrative. Rationale will be evaluated by Review Committee and at time of award.
- Expenses such as food, stipends, or incentives may be approved for up to 10% of total budget. Applicants are required to include a detailed description of use in the budget narrative. Final approval for the use of funds will be made by the Grantor at time of award.
- Travel expenses should follow the state rates for food and travel.
<https://www.michigan.gov/dtmb/services/travel>.

Unallowable Costs

- Advertising unless those that are solely for program outreach and specific purposes necessary to meet goals of the project.
- Alcoholic Beverages.
- Capital expenditures such as building or land purchase or construction.
- Entertainment except where it has a programmatic purpose.
- Funding that reimburses past programs or expenditures in the care and/or treatment of opioid related disorders.
- Fundraising activities.
- Goods or services for personal use.
- Lobbying activities.

Due Dates and Submission Requirements

- Project narratives should be single-spaced, 11pt font, and submitted in either Word or PDF format.
- Please limit the use of acronyms. If they are used, they must be spelled out when first referenced.
- Proposal narratives greater than 5 pages, excluding cover page, budget, budget narrative, and other supporting documents (letters of support, memorandums of understanding, resumes, etc.) will not be reviewed.

- Proposals, including all supporting documents, must be submitted through Bidnet no later than **2:00 PM , Thursday, July 28, 2024.**

Scoring

Problems to be Addressed (10%)

This section of the program narrative must clearly:

- 1) Identify the proposal target population. Applicants are welcome to include data, anecdotal stories, etc. to demonstrate why this is a population of focus for this project/effort.
- 2) Discuss the problems and gaps in service to be addressed.
- 3) Explain how your proposed program/project/activity will fill those gaps without unnecessarily duplicating community efforts.
- 4) How will this award enhance the work that your organization, and community, is already doing to serve the population of focus?

Goals and Objectives (20%)

This section of the program narrative must reflect:

- 1) Allowable Uses of Funds & Funding Restrictions (Appendix A)
- 2) The 2020 Michigan Opioid Task Force Annual Report's State of Michigan Opioid Strategy categories of Prevention, Treatment, Harm Reduction, Recovery, Criminal/Legal
- 3) The high-risk target audiences identified in the *Proposal Cover Sheet* in application packet
- 4) Objectives written in a SMART format (Appendix B)

Project/Program Design (20%)

Please provide no more than 2 paragraphs describing program/project implementation, quality assurance, and evaluation. In addition, provide a grant period timeline (through September 30) containing each project goal, related objective, activity, completion time, and responsible party.

Measuring Successes and Quality Improvement (20%)

Please share how your organization will measure project/program successes as well as identify and correct failures in processes and/or programming.

Sustainability (10%)

Please include how your organization plans to sustain the project/program after the funding cycle. Describe any community collaborations or partnerships that will help sustain the proposed project/program.

Organizational Description and Capacity (15%)

This section of the program narrative must:

- 1) Identify principal individuals and their positions in the project/program along with a description of credentials/licenses held with the Michigan Certification Board of Addiction Professionals (MCBAP) or other State licensing agency
- 2) Address organizational capacity to successfully execute proposed program
- 3) Share your organizational mission statement

Budget (Appendix C for instructions) and Budget Narrative (not included in narrative score)

The applicant must provide a budget that is:

- 1) Complete, allowable, and cost effective in relation to the proposed activities.
- 2) Shows the cost calculations demonstrating how the applicant arrived at the total amount requested.
- 3) Includes in-kind contributions or other sources of funding for the proposed project.
- 4) Provides brief supporting narrative to link costs with project implementation.

Selection Criteria

Applications that meet all the eligibility requirements will be evaluated and rated by a Review Committee appointed by the County Board of Commissioners. Due to the specificity of this funding and the need to assure use of evidence-based and/or best practices are part of funded proposals, the review team may consult with substance use disorder experts, who have no conflict of interest, to determine funding eligibility.

The Review Committee will use scoring matrix method (Appendix D) for selecting awardees. Proposals with the highest scores will receive the highest consideration for funding. The number of awards, and award amounts, will vary depending on the amount funding available for the particular funding cycle.

In the case where a project is not funded, a representative from the Review Committee will contact the submitting organization and be available for a constructive proposal critique in an effort to improve the applicant's chances of success in future year funding cycles.

Questions

Inquiries regarding this request for proposal are to be submitted through Bidnet Direct website, see Proposal Conditions/Instructions for details.

PROPOSAL CONDITIONS/INSTRUCTIONS TO RESPONDERS

These conditions are an integral part of the request for proposals and the Responder must comply with them.

1. Proposal Submittals

Responder must submit proposals on these forms as requested. Proposals may be submitted electronically through the Bidnet site.

Proposals may also be submitted in a physical package, please call 231-724-6281 to make appointment for delivery/drop-off.

For electronic submittal, proposals may be submitted at the Bidnet site only. Proposal offers sent by other electronic devices are NOT acceptable and will be rejected upon receipt.

- A. Responses submitted electronically will be submitted through the online Bidnet Portal at: <https://www.bidnetdirect.com/mitn/muskegon-county>. Electronic submissions by other methods will not be accepted. Preferred viewing browsers are Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled.
- B. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bidnet Portal. The maximum upload file size is 1000 MB. Documents should not be embedded with uploaded files, as the embedded files will not be accessible or evaluated.

2. Specification Inquiries / Proposal Procedure Inquiries

The sole point of contact concerning the Request for Proposal (RFP) is the Muskegon County Procurement Office at the Bidnet portal at: <https://www.bidnetdirect.com/mitn/muskegon-county>.

Contacting any other personnel, agent, consultant or representative may result in disqualification.

To contact the County of Muskegon or ask questions in relation to this RFP, respondents must register with the Muskegon County's public purchasing portal at <https://www.bidnetdirect.com/mitn/muskegon-county> (the "Portal") and initiate the communication electronically through the Opportunity Q&A. The Organization will not accept any respondent's communications by any other means, except as specifically stated in this RFP.

Questions must be submitted no later than the time and date specified on the cover of this document. In the interest of transparency, only written questions will be accepted. Answers to questions will be posted on <https://www.bidnetdirect.com/mitn/muskegon-county>

3. Response Preparation.

Responders must follow the instructions and provide a complete response to all specifications. Responder should include its company name in the header of all response documents. All cost associated with the submittal and preparation shall be borne by the respondent. This solicitation does not require the County to offer a contract.

4. Recommended Pre-Proposal Meeting

A representative from the responder's company is encouraged to attend the recommended pre-proposal meeting. This is a non-mandatory meeting and therefore failure to attend the meeting will not result in the respondent being disqualified from bidding.

5. Clarification Request

If the County determines, after the deadline to submit proposals, that a responder's proposal is not clear, the County reserves the right to issue a request ("Clarification Request") to a responder to clarify its proposal. Failure to respond to a Clarification Request may be cause for disqualification.

6. Reservations
The County reserves the right to discontinue the RFP process at any time for any reason. The issuance of an RFP, your preparation and submission of a proposal and the County's subsequent receipt and evaluation of your proposal does not commit the County to award a Contract to you or anyone, even if all the requirements in the RFP are met.
7. Vendor/Respondent Complaints or Protests
The County of Muskegon has established administrative procedures for handling vendors complaints in a fair and timely manner. Vendors should observe the following steps in order to file complaints:

Step 1
The vendor must contact the Director of Finance within seven (7) days of the incident about which he or she has a complaint. The Director of Finance will reply verbally or in writing to the vendor after discussion with the County Administrator.

Step 2
If the vendor is dissatisfied with the Director of Finance's reply, an appeal must be made in writing within seven (7) days to the Muskegon County Board of Commissioners.
8. Freedom of Information Act
Proposals will be available for public inspection after the award announcement, except to the extent that a respondent designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A respondent's designation of material as confidential will not necessarily be conclusive and the respondent may be required to provide justification why such material should not be disclosed, on request, under the Michigan Freedom of Information Act.
9. Rights to Information Contained in Proposals
All Proposals will be considered the property of Muskegon County.
10. Responder Samples, Brochures and Literature
Include brochures, literatures and samples if available. Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Responder at the Responder's expense. Samples of selected items may be retained for comparison purposes.
11. Commission Privilege
The Board of Commissioners reserves the right to accept or reject any or all proposals, reserves all rights granted to it by law, reserves the right to waive formalities and to take such action, as it deems necessary in the best interest of the County of Muskegon.
12. Legal Requirements
Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of proposals and disputes about proposals. Lack of knowledge by a Responder about applicable law is not a defense.
13. Forum Selection
Any litigation regarding the agreement or its contents shall be filed in the County of Muskegon, if in a State Court, or in the United States District Court of the Western District of Michigan, if in Federal Court.
14. Execution of Counterparts
The agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed; shall together constitute one and the same instrument.

15. Respondent/Offeror Representation

Each respondent/offeror must sign the proposal with his/her usual signature and shall give his/her full business address on the form provided in this Request for Proposals.

Proposals by partnership shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary or other person authorized to bind it in the matter.

16. Subcontracting

No portion of this proposal may be subcontracted without the prior written approval by the County. It may be in the best interest of the awardee to subcontract some parts of any given job; however, the successful Respondent will be held responsible by the County for the quality, delivery and all terms and conditions of this proposal.

17. Assignment

Any purchase order awarded shall not be assignable by the successful Respondent without the express written approval of the County and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

18. Civil Rights

- A. The responder assures that in accordance with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686); the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.); the Regulations issued thereunder (45 CFR Parts 80, 84, 86, and 91); the Michigan Persons with Disabilities Civil Rights Act 220 of 1976, as amended; the Handicapper Business Opportunity Act, Public Act 112 of 1988 (MCL 450.791-45.795); the Qualified Service-Disabled Veteran-Owned Preference, Public Act 91 of 2005 and 133 of 2008 (MCL 18.261); the Americans with Disabilities Act, Public Law 101-336 of 1990 and the ADA Amendments Act public Law 110-325, and the Michigan Elliot-Larsen Civil Rights Act 453 of 1976 that no individual shall, on the grounds of membership in a protected class be excluded from participation, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity provided by this responder.

Assurance is given to the County that good faith efforts will be made to identify and encourage the participation of minority, women, handicapper and disadvantaged business enterprises in contract solicitations. The responder shall incorporate language in all contract awards: 1) prohibiting discrimination against minority, women, handicapper and disadvantaged businesses in subcontracting; and 2) making discrimination a material breach of contract.

- B. The responder assures that it meets the requirements of the Drug Free Workplace Act of 1988, 34 CFR Part 85, Sub-Part F.
- C. The County of Muskegon operates on an equal opportunity basis in its bidding policy (Title VII of Civil Rights Act of 1964, Equal Opportunity Clause, Executive Order 11246, Chapter 60, Sub-Part A, 60-I.4, Revised Order No. 4). Bidding is open to all interested parties, in compliance with national, state and local laws.

The decision of the County of Muskegon, acting through the Director of Finance or their authorized representative, shall be final as to what constitutes acceptable deviations from specifications.

19. Michigan Iran Economic Sanctions Act, 2012 P.A. 517

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as that term is defined in the Act.

20. Responder Arrears
No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the County upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the County, or that is deemed irresponsible or unreliable by the County. If requested, respondents/offerors shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid and that they have the necessary financial resources to provide the proposed supply/service as described in the Specifications.
21. Errors/Omissions/Discrepancies
Any errors, omissions or discrepancies in the specifications discovered by a prospective successful Responder and/or service provider shall be brought to the attention of the Director of Finance as soon after discovery as possible. Further, the successful Responder and/or services provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.
22. Solicitation Opening
Solicitations will be opened and the responder names read publicly online via Zoom meeting. A meeting invite is embedded in the cover page of the solicitation or you can request an invite by sending an email to bids@muskegoncounty.net.
23. Proposal Changes
No late proposals will be accepted. Proposals, amendments thereto, or withdrawal requests received after the time advertised for proposal opening will be void regardless of when they were mailed.
24. Proposal Results
Responders who submitted a proposal and who wish to know the results before the award may visit the Bidnet web site at <https://www.bidnetdirect.com/mitn/muskegon-county>.
25. Gender
For the benefit of brevity, when the pronouns “he” or “his”/“she” or “her” are used, it is not intended to denote the gender of any person.
26. Exceptions
The respondent shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions and specifications. **Failure to furnish the statement will mean that the respondent agrees to meet all requirements of the terms, conditions and specifications.**
27. Ownership and Use of Documents
A. All documents prepared in connection with the Submittal will become the property of the County whether any project related to this agreement is executed or not.

B. The successful Responder will retain all of its records and supporting documentation relating to this RFP, and not delivered to the County, for a period of three years, except that in the event the successful Responder goes out of business during that period, it will turn over to the County all of its records relating to the project for retention by the County.
28. Termination for Convenience
Muskegon County may terminate a solicitation or contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving notice to the successful Responder. Muskegon County does not pay for cost associated with the solicitation process. Muskegon County shall pay all reasonable costs incurred by the successful Responder up to the date of termination. However, in no event shall the successful Responder be paid any amount, which exceeds the price bid for the work performed. The successful Responder will not be reimbursed for any profits, which may have been earned up to the date of termination.

29. Termination for Default

When the successful Responder has not performed or has unsatisfactorily performed the contract or in the event, any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the contract and/or purchase order for default. Upon termination for default, payment will be withheld at the discretion of Muskegon County. Failure on the part of the successful Responder to fulfill the contractual obligations shall be considered just cause for termination of the contract. The successful Responder will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in procuring and completing the work.

30. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the successful Responder shall be reimbursed for a reasonable value of any non-recurring costs incurred, but not amortized in the price of the supplies or services delivered under the contract.

31. Rights and Remedies of County for Default

If any item furnished by the successful Responder fails to conform to specifications, or to the sample submitted by the successful Responder, the County may reject it. Upon rejection, the successful Responder must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the successful Responder fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the successful Responder the difference between the prices named in the purchase order and the actual cost to the County. If the successful Responder fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the successful Responder the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract.

32. Avoidance of Conflict of Interest and Confidentiality

The successful Responder may provide consultation services to other government organizations in Michigan and elsewhere. In order to preserve the trust and confidence of their client, the successful Responder must adhere to a set of principles that enables them to perform their work in a manner that is free of real or perceived conflicts of interests. These principles are as follows:

- A. The successful Responder will not discuss, distribute or use in any way the data or information acquired in the course of providing services to Muskegon County without prior approval by the County.
- B. The successful Responder will not undertake a specific activity, which may be viewed as adverse to the interests of another client without obtaining the agreement of both parties.
- C. The successful Responder states that no County officer or employee, nor any business entity in which they have an interest: a) has an interest in the contract awarded; b) has been employed or retained to solicit or aid in the procuring of the resulting contract; c) will be employed in the performance of such contract without immediate disclosure of such fact to the County.

33. Incorporation of Instructions

Proposal conditions/instructions to respondent, specifications/requirements may become part of a contract for this product/service.

34. Debarment

If a respondent is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency, which prohibits your firm from participating in any procurement, the respondent must provide the County with that information as part

of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.

35. Respondent Registration

Successful Respondent registration, as well as the request for proposal materials, is available on the Bidnet web site at <https://www.bidnetdirect.com/mitn/muskegon-county>.

COUNTY OF MUSKEGON
INSURANCE REQUIREMENTS

The successful Responder, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to County of Muskegon. The requirements below should not be interpreted to limit the liability of the successful Responder. All deductibles and SIRs are the responsibility of the successful Responder.

The successful Responder shall procure and maintain the following insurance coverage:

1. **Worker's Compensation Insurance**, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include, but not limited to, the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
3. **Automobile Liability**, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. Commercial General Liability and Automobile Liability Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies), including but not limited to additional insured and primary/non-contributory coverage.
5. **Additional Insured**: Commercial General Liability Insurance shall include an endorsement stating the following shall be **Additional Insureds**: The County of Muskegon, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the County of Muskegon as additional insured, coverage afforded is considered to be primary and any other insurance the County of Muskegon may have in effect shall be considered secondary and/or excess.
6. **Cancellation Notice**: Policies, as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation or Non-Renewal shall be sent to the Certificate Holder: (County of Muskegon, Attention: Procurement, 1903 Marquette Avenue, Suite A106, Muskegon, Michigan 49442).
7. **Proof of Insurance Coverage**: The successful Responder shall provide the County of Muskegon at the time the contracts are returned by him/her for execution a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

8. If any of the above coverages expire during the term of this contract, the successful Responder shall deliver renewal certificates, endorsements, and/or policies to County of Muskegon at least ten (10) days prior to the expiration date.
9. **HOLD HARMLESS AGREEMENT:** All contracts must contain the following Hold Harmless Agreement:

To the fullest extent permitted by law, the successful Responder shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury to or death of any person or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from the work; provided, however, that in compliance with MCL 691.991, the successful Responder has no obligation to defend or indemnify the County or any other party for any amount greater than the degree of fault of the successful Responder. The successful Responder will include a similar provision in favor of the County in all subcontracts. The foregoing indemnity of the County shall include, but is not limited to, claims alleging or involving the negligence of the successful Responder, its subcontractors, or the joint negligence of the successful Responder, its subcontractors, and/or the County, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the County or as limited by MCL 691.991.

Appendix A

Allowable Uses of Funds & Funding Restrictions

Specific to the J&J, Distributor, CVS, Teva, Allergan and Walmart settlements, funds must be spent on opioid remediation. Opioid Remediation is defined as¹,

Care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic.

Activities must meet the definition of opioid remediation, be evidence-based strategies^{2, 3} or promising practices and align with allowable uses outlined by Exhibit E⁴. These strategies include:

- 1.) Core Strategies
 - Naloxone or other FDA-approved drug to reverse opioid overdoses
 - Medication-assisted Treatment (MAT) distribution and other opioid-related treatment
 - Address the needs of pregnant and postpartum women
 - Expanding treatment for Neonatal Abstinence Syndrome (NAS)
 - Expansion of warm hand-off programs and recovery services
 - Treatment for incarcerated population
 - Prevention programs
 - Expanding syringe service programs
 - Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the state
- 2.) Approved Uses - Prevention
 - Prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids
 - Prevent misuse of opioids
 - Prevent overdose deaths and other harms (harm reduction)
- 3.) Approved Uses - Treatment
 - Treat Opioid Use Disorder (OUD)
 - Support people in treatment and recovery
 - Connect people who need help to the help they need (connections to care)
 - Address the needs of criminal justice-involved persons
 - Address the needs of pregnant or parenting women and their families, including babies with NAS
- 4.) Approved Uses – Other Strategies
 - Supporting first responders
 - Leadership, planning and coordination
 - Training
 - Research

¹ <https://nationalopioidsettlement.com/>

² <https://www.lac.org/assets/files/TheOpioidEbatement-v3.pdf>

³ <https://www.attorneygeneral.gov/wp-content/uploads/2021/12/Exhibit-E-Final-Distributor-Settlement-Agreement-8-11-21.pdf>

Appendix B

Writing SMART Objectives

To use an objective to monitor your progress, you need to write it as a SMART objective. A SMART objective is:

1. Specific:

- Objectives should provide the “who” and “what” of program activities.
- Use only one action verb since objectives with more than one verb imply that more than one activity or behavior is being measured.
- Avoid verbs that may have vague meanings to describe intended outcomes (e.g., “understand” or “know”) since it may prove difficult to measure them. Instead, use verbs that document action (e.g., “At the end of the session, the students will list three concerns...”)
- Remember, the greater the specificity, the greater the measurability.

2. Measurable:

- The focus is on “how much” change is expected. Objectives should quantify the amount of change expected. It is impossible to determine whether objectives have been met unless they can be measured.
- The objective provides a reference point from which a change can clearly be measured.

3. Achievable:

- Objectives should be attainable within a given time frame and with available program resources.

4. Relevant:

- Objectives are most useful when they accurately address the scope of the problem and programmatic steps that can be implemented within a specific time frame.
- Objectives that do not directly relate to the program goal will not help toward achieving the goal.

5. Time-Bound:

- Objectives should provide a time frame indicating when the objective will be measured or a time by which the objective will be met.
- Including a time frame in the objectives helps in planning and evaluating the program.

SMART Objective Examples:

Increase by 10 percentage points (to 35%) by Oct. 2015 the proportion of local residents who report awareness of social and legal consequences of underage drinking.

Increase media’s voluntary coverage of drug-related topics by 300% (triple the number of earned coverage episodes) by Sept. 2015

Reduce by 15% the percentage of 12-17-year-olds reporting 30-day use of marijuana by February 2016. Baseline measure shows 25% of 12-17-year-olds reported 30-day use of marijuana.

Appendix C Budget Glossary

Budgeted expenditures are to be entered for each program element as follows:

Direct Costs

- **Salaries and Wages-** Includes the compensation budgeted for all permanent and part-time employees on the payroll of the Grantee and assigned directly to the program. This does not include contractual services, professional fees or personnel hired on a private contract basis. Consulting services, vendor services, professional fees or personnel hired on a private contracting basis should be included in "Other Expenses." Contracts with secondary recipient organizations such as cooperating service delivery institutions or delegate agencies should be included in Contractual (Sub-contract) Expenses.
- **Fringe Benefits -** Includes all Grantee costs for social security, retirement, insurance, and other similar benefits for all permanent and part-time employees assigned to the specified elements.
- **Capital Expenditures for Equipment and Facilities -** Includes expenditures for budgeted stationary and movable equipment used in carrying out the objectives of each program element, project or service group. The cost of a single unit or piece of equipment includes necessary accessories, installation costs, freight and other applicable expenses associated with the purchase of the equipment. Only budgeted equipment items costing \$5,000 or more may be reported under this category. Small equipment items costing less than \$5,000 are properly classified as Supplies and Materials or Other Expenses.
- **Contractual (Subcontracts/Subrecipient) -** Use for expenditures applicable to written contracts or agreements with secondary recipient organizations such as cooperating service delivery institutions or delegate agencies. Payments to individuals for consulting or contractual services, or for vendor services are to be included under Other Expenses. Specify subcontractor(s) address, amount by subcontractor and total of all subcontractors.
- **Supplies and Materials -** Use for all consumable items including equipment type items costing less than \$5,000 each. This includes office, printing, postage, project materials, subscriptions, and educational supplies.
- **Travel -** Travel costs of permanent and part-time employees assigned to each program element. This includes costs of mileage, per diem, lodging, meals, registration fees and other approved travel costs incurred by the employee. Travel of private, non-employee consultants should be reported under Other Expenses.
- **Communication Costs -** These are costs for telephone, Internet, data lines, websites, fax, email, etc., when related directly to the operation of the program element.
- **Space Costs -** These are costs of building space necessary for the operation of the program.
- **All Others -** These are costs for all other items purchased exclusively for the operation of the program element and not appropriately included in any of the other categories including items such as consultant services, vendor services, equipment rental, etc.

Indirect Costs

This cost category is used to describe costs of general administrative operations that have not been directly charged to individual subrecipient programs. Indirect Cost is capped at 10% of the total requested amount.

In-Kind or Additional Funding Sources

This category includes a description of either expected or already received funding, outside of this proposal, that will contribute to the management, implementation, or evaluation of the proposed project/program.

Appendix D

OPIOID SETTLEMENT FUND - REQUEST FOR PROPOSALS SCORING SHEET			
CRITERIA		Reviewer Name:	
Organization and Project Name:		Scores available from 1-5 (low to high). Reasoning for scoring must be listed with specific examples. Highlighted score items are not included in the overall average score or final score.	
1. Adherence to RFP Instructions	As Measured By	Score	REASONING
Timeliness	Submission by deadline	Yes or No	If no, proposal not accepted
Completeness	All required documents submitted and complete	0	
Overall Quality & Level of Professionalism	Articulation of all RFP requirements	0	
Average Score		0	
2. Problems to be Addressed		score	REASONING
Target population identification	Alignment with cover sheet question #13	0	
Description of population specific problems and current gap in services	Data relevant and current community gap accuracy	0	
Proposed project fit with need and gaps in services	Extent proposed program will address need and gaps in services	0	
Proposed project community/agency enhancement	Project fit into current community/agency programming	0	
Average Score		0	
3. Goals and Objectives		score	REASONING
Alignment with Allowable Uses of Funds & Funding Restrictions	Identified as allowable in link	Yes or No	If response is no, can allow under 15% rule.
Objectives specific, measurable, achievable, relevant, time-bound	Level of detail	0	
Alignment with Exhibit E	Identified as allowable in link	Yes or No	If response is no, can allow under 15% rule.
Reflect high risk target audiences as listed on cover sheet	Level of detail	0	
Viability of Project Objectives	Likelihood of completion with intended outcomes	0	
Average Score		0	
4. Project/Program Design		score	REASONING
Feasibility of program/project implementation, quality assurance, and evaluation	Alignment with funding period	0	
Evidence based or best practice support	Identified and verified evidence-base	0	
Appropriateness of grant period timeline	Likelihood of completion within timeframe	0	
Average Score		0	
5. Measuring Successes and Quality Improvement		score	REASONING
Realistic methods of measuring proposal success	Description of how data is collected and feasibility of collection	0	
Identification and ability to address program/project improvement needs	Demonstrates how organization addresses quality needs	0	
Average Score		0	
6. Sustainability		score	REASONING
Collaboration/Partnerships	Identification of partners and intention of collaboration to sustain programming	0	
Feasibility of sustainability plan	Likelihood of proposed program/project continuing past funding cycle	0	
Average Score		0	
7. Organization Description and Capacity		score	REASONING
Project Leadership	Project leadership identified and licensing/certification verified when applicable	0	
Capacity	Staffing/resources available to be successful	0	
Organizational Mission	Proposed project fits well into organization Mission statement	0	
Average Score		0	
8. Budget		score	REASONING
Detailed Narrative	detail adequate	Yes or No	no score
Budget Summary Form	completed	Yes or No	no score
Average Score		0	

***Total score should = 1.00**

CRITERIA SCORES	WEIGHT	WEIGHTED SCORE	NOTES
1. Adherence to RFP Instructions	0.05	0.00	
2. Problems to be Addressed	0.10	0.00	
3. Goals and Objectives	0.20	0.00	
4. Project/Program Design	0.20	0.00	
5. Measuring Success and Quality Improvement	0.20	0.00	
6. Sustainability	0.10	0.00	
7. Organizational Description and Capacity	0.15	0.00	
8. Budget	0.00		
Total Score	1.00	0.00	

FY25 County of Muskegon Opioid Settlement Fund Proposal Cover Sheet

1. Organization Name
2. Address (street, city, zip)
3. Project Director Contact Name
4. Project Director Contact Email Address
5. Project Director Contact Phone Number
6. Name of Authorized Representative
7. Title of Authorized Representative
8. Signature of Authorized Representative
9. Date
10. Total Amount of Funding Requested
11. Project Name

12. This proposal targets one or more of the following: (check all that apply)

See Appendix A in the RFP for definitions and examples.

- | | |
|---|---|
| ☐ Prevention | ☐ Treatment |
| ☐ Recovery | ☐ Harm Reduction |
| ☐ Criminal/Legal | ☐ Other <input type="text"/> (please list) |

13. This proposal targets one or more of the following high-risk target audiences: (check all that apply)

- | | |
|---|--|
| ☐ Pregnant Women | ☐ Persons of Color |
| ☐ Recently Incarcerated | ☐ Rural Residents |
| ☐ Seniors (age 55+) | ☐ Teens and/or Young Adults (13 to 25) |
| ☐ Identified high-risk geographic area | ☐ Families of persons with substance use disorder |

14. Activities in this proposal are considered either evidence-based or a best practice. ☐ Yes ☐ No

15. Please cite up to three sources of information (Peer Review Journal citation, NREPP or other Federal source citation, etc.) that support your selection in question 14, along with hyperlinks, below.

16. If you answered no to question 14, please provide your rational for proposing the project/program/activity.

County of Muskegon Opioid Settlement Funds Timeline

In 2022, County internal departments met several times to complete an assessment of opioid issues and needs within the County. A preliminary proposal was presented to the Muskegon County Board Work Session on March 16, 2023. The Board directed the County Administrator to receive community input and the project was reassigned to Public Health.

Public Health aligned efforts with the Michigan Association of Counties Public Facing Planning Process to understand the current landscape.

- Reached out to the Muskegon Community Opiate Task Force to request assistance as the subject matter expert/advisory group.
- Reviewed most recent Medical Examiner's report, statistics on drug-related deaths.
- Referenced the Coalition for a Drug Free Muskegon's Strategic Plan for 2023 – 2028.

Public Health presented the Opioid Settlement Funds Proposal at the Muskegon County Board Work Session on September 21, 2023.

The Muskegon County Board of Commissioners approved the County of Muskegon Opioid Settlement Funding Distribution Plan on December 19, 2023.

On January 22, 2024, an invitation to apply for funds via a Request for Proposal submitted on Bidnet.

On April 16, 2024, the Muskegon County Board of Commissioners approved the seven (7) opioid settlement funding grant awards totaling \$233,710 for the period of April 1, 2024 – September 30, 2024.

On June 12, 2024, an invitation to apply for funds via the Request for Proposal processes was submitted on Bidnet for the period of October 1, 2024 – September 30, 2025.