

## **AGREEMENT FOR HEALTHY START BEHAVIORAL HEALTH SERVICES**

between

**GENESEE COUNTY HEALTH DEPARTMENT**  
(the "Department") for the County of Genesee, a Michigan municipal corporation.

And

**GLOBAL CLINICAL, LLC**  
(the "Subrecipient") a human service agency at 34505 West 12 Mile Road, Suite 210,  
Farmington Hills, Michigan, 48331  
Commencing November 1, 2024 through October 31, 2025

### **RECITALS**

**WHEREAS**, there is evidence that behavioral health services decreases the prevalence of poor perinatal outcomes;

**WHEREAS**, the Subrecipient has demonstrated its interest and ability to assist the Department in decreasing poor perinatal outcomes in Genesee County residents; and

**WHEREAS**, the Department has entered into an Agreement with the federal awarding agency, the Health Resources and Services Administration (HRSA), which authorizes the Department to subcontract for the provision of behavioral health services to reduce poor perinatal outcomes are available and accessible to Genesee County Healthy Start participants; and

**WHEREAS**, the Department can obtain funds from HRSA to support Behavioral health services; and

**WHEREAS**, the Federal Award Date is May 1, 2024; and

**WHEREAS**, the Federal Award Identification Number (FAIN) is H4900148; and

**WHEREAS**, the CFDA Number is 93.926; and

**WHEREAS**, the Subrecipient, understands and acknowledges that this is a subrecipient award pursuant to 2 CFR § 200.332 and that Subrecipient must comply all federal regulations in relation to this Agreement; and

**WHEREAS**, the Parties agree that this is not a research and development project; and

**WHEREAS**, the Subrecipient's Unique Entity Identifier is X8LJB9JCXR78

**NOW, THEREFORE**, the Department and the Subrecipient agree as follows:

## ARTICLE I TERMS

### A. **Purpose**

The Department desires to contract with the Subrecipient to assist the Department in providing behavioral health services to Genesee County Healthy Start participants.

### B. **Period of Agreement**

This Agreement shall commence on November 1, 2024 and continue through October 31, 2025.

### B.1 **Extension Terms**

The Department has the option to extend this Contract for up to four (4) additional one- year terms (the "Extension Terms").

### C. **Behavioral Health Services**

Allowable costs for providing Behavioral health services include: salaries/wages, participant intakes, counseling appointments, case conference meetings, trainings, and travel costs.

Indirect cost is allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Sub-Recipients with a negotiated cost rate agreement that desire to charge indirect costs to an award must provide a fully executed copy of their negotiated indirect cost rate agreement at the time of application. Sub-Recipients that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon an agreement or proposal submission.

#### **Exhibit A: Healthy Start NOFO Guidance**

### D. **Statement of Work**

In accordance with the U.S. Department of Health and Human Services HRSA Notice of Funding Opportunity for fiscal year 2024, HRSA-24-033 HS, the Subrecipient agrees to provide behavioral health services to enrolled Healthy Start participants.

#### **EXHIBIT A – Healthy Start fiscal year 2024 NOFO guidance for clinical services.**

#### **1. The Subrecipient agrees to:**

- a. Provide Behavioral Health Services to Healthy Start clients. In that regard, the Subrecipient will:**
  - (i) Provide clinical services including mental health screenings and assessments.**
  - (ii) Provide home-visits that will evaluate needs and goals based on mental health screenings and assessments.**
  - (iii) Facilitate monthly mental health support groups for program participants.**
  - (iv) Visits should primarily occur in the home, but due to program participants' work and school schedules, visits may sometimes be scheduled virtually, via phone, at worksites, schools, or other locations.**
  - (v) Assist in facilitating professional development opportunities for the program**

staff.

- (vi) Participation in case conferences with Genesee County Healthy Start staff. Behavioral health consultant(s) will prepare notes from all program participant visits and will brief the following for each program participant at case conference: date and location of visit(s) since last case conference, goals worked, referrals, and date of next planned visit.
- b. Provide project oversight for behavioral health service activities related to the Healthy Start project. In that regard, the Subrecipient will:
  - (i) Designate a program coordinator to work directly with the Healthy Start Coordination Team, oversee Healthy Start staff activities, prepare required reports, and oversee proper completion of required paperwork.
- c. Participate in Healthy Start Team activities. In that regard, the subrecipient will:
  - (i) Participate in Healthy Start All Staff meetings.
  - (ii) Participate in Healthy Start Director/Coordinator meetings.
  - (iii) Participate in required Healthy Start trainings and activities.
- d. Prepare and submit Behavioral Health Service reports and FSRs to the Department by the 15<sup>th</sup> of the following month. Reports will incorporate the Subrecipient's Healthy Start program activities and expenditures for each month.

#### **Exhibit B: Description of Services**

- 2. The Department agrees to:
  - a. Make payments to the Subrecipient within sixty (60) days of Department's receipt of monthly Behavioral Health Service FSR and approval of the Subrecipient's completed and signed invoice(s) with supporting documentation.
  - b. Identify a Department employee to act as program liaison for issues pertaining to this Agreement.
  - c. Provide consultation and technical assistance to the Subrecipient as resources allow.
  - d. Conduct annual site visits to review adherence to the requirements of this Agreement. This may include:
    - (i) Financial evaluation (that is, FSR monitoring, site review, of information/data that supports the items in the FSR, etc.
    - (ii) Contract evaluation (that is report monitoring, compliance checklist, records review, etc.).

**E. Method of Payment**

1. The reimbursement to the Subrecipient for services rendered through this Agreement will consist of expenses incurred by the Subrecipient in the performance of this Contract. Said reimbursement will be further reduced by the Department's annual indirect cost allocation. Final reconciled reimbursement is not to exceed **\$119,690 per year** during the term of this Agreement. The Subrecipient may utilize funds received from local or private foundations, local contributors or donors, and other non- state/non-federal grant Agreements as the allowable source for Behavioral health services.
2. The amount of federal funds obligated by this action is \$119,690.00 per year. The Department has not committed any additional funds from this federal award to this Subrecipient.
3. The Department will issue monthly payments to the Subrecipient in the amount of 100% of the FSR submitted by the Subrecipient for each month.
4. The Subrecipient shall prepare and submit an FSR to the Department on a monthly basis for the full cost of Behavioral health services with allowable expenditures.
5. Submit invoices requesting reimbursement to:

Healthy Start Project Director  
Porsha Black  
[pblack@geneseecountymi.gov](mailto:pblack@geneseecountymi.gov)

**Exhibit C: Negotiated Cost Proposal**  
**Exhibit D: Subrecipient Budget**

**F. Reporting Requirements**

1. The Subrecipient shall provide the following records and reports to Department:

**EXHIBIT H: Reporting Requirements**

**a. Financial Reports**

- Monthly Report 15<sup>th</sup> of each month with FSR
- Request for Amendment, as soon as possible when any budget change of more than \$500 is needed
- Financial Status Report 15<sup>th</sup> of each month
- Staff Change Notification within 10 business days of staff change

**b. Genesee County Healthy Start forms:**

- Consent to Participate
- Authorization for Use/Disclosure of Information, submit with consent form
- Healthy Start Progress Notes preferred weekly; no later than the 1<sup>st</sup> of the following month
- Healthy Start Screenings and assessments
- Discharge Forms
- Personal Activity Form 15<sup>th</sup> of each month with FSR
- Monthly Report form 15<sup>th</sup> of each month with FSR

- c. In addition to the reports required above, the Subrecipient shall prepare and submit to the Department reports containing such information as requested by the Department.

## **ARTICLE II GENERAL PROVISIONS**

### **A. Responsibilities - The Subrecipient**

**1. Publication Rights**

Any copyrighted materials (for example, brochure, film, book) issued by the Subrecipient and supported by this Agreement shall reserve HRSA and the Department a right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, and authorize others to use and reproduce such materials. Copyrighted materials must be pre-approved by HRSA and the Department prior to reproduction and use.

**2. Program Operation**

Provide the necessary administrative, professional, technical staff and materials (e.g., equipment, supplies) for the provision of services under this Agreement.

**3. Reporting**

Utilize all report forms and reporting formats required by the Department at the effective date of this Agreement and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for future use.

**4. Record Maintenance/Retention**

Maintain adequate program and fiscal records and files including source documentation to support program activities and all expenditures made under the terms of this Agreement, as required by the Department and law. Subrecipient will adhere to all terms of this Agreement; including maintaining detailed documentation for the Behavioral health services provided under this Agreement for a period of not less than six (6) years from the date of termination of this Agreement or until the date of submission of the final expenditure report or litigation or audit findings have been resolved, whichever is later. The subrecipient's record maintenance and retention must at all times comply with the requirements of 2 CFR § 200.332 and all other federal regulations related to this award.

**5. Authorized Access**

Permit, upon reasonable notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files, and documentation related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation. Access to the Subrecipient's records, as required by this Agreement, shall be permitted to the Department and any auditors as necessary for the Department to meet the requirements of 2 CFR § 200.332.

6. Notification of Modifications

Provide timely notification to the Department, in writing, of any action by the Subrecipient or its governing board, or any funding source matter which would require or result in significant modification in the provision of services under this Agreement.

7. Terms

Abide by the terms of this Agreement including any attachments.

8. Minimum Program Requirements

Where applicable, the Subrecipient will comply with Department's "Minimum Program Requirements" for scope, quality and administration of the delivery of required and allowable health services, promulgated in accordance with 1978 P.A. 368, as amended.

**B. Responsibilities – the Department**

1. Report Forms

Provide the Subrecipient with any report forms and reporting formats required by the Department at the effective date of this Agreement, and to provide the Subrecipient with any new report forms and reporting formats proposed for issuance thereafter at least thirty (30) days prior to required usage to afford the Subrecipient an opportunity for review and commentary.

2. Terms

Abide by the terms of this Agreement including any attachments.

3. Notification of Modifications

Notify the Subrecipient in writing of modifications to Federal or State laws, rules and regulations affecting this Agreement.

4. Modification of Funding

Notify the Subrecipient in writing within thirty (30) calendar days of becoming aware of the need for any modification of the funding commitments under this Agreement that are made necessary by action of the Federal Government, the Governor, the Legislature or the Department of Management and Budget on behalf of the Governor or the Legislature. Implementation of the modifications will be determined jointly by the Subrecipient and the Department.

5. Monitor Compliance

Monitor compliance with all applicable provisions contained in federal and state grant awards and their attendant rules, regulations, and requirements pertaining to this Agreement.

6. Technical Assistance

Make technical assistance available to the Subrecipient for the implementation of this Agreement,

as resources allow.

### **ARTICLE III MISCELLANEOUS**

#### **A. Termination**

This Agreement is in full force and effect for the period specified in the heading of this Agreement.

1. This Agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating the reasons for termination and the effective date.
2. This Agreement may be terminated immediately without further liability to the State or the Department if the Subrecipient, or an official of the Subrecipient, is convicted of any activity referenced in the Assurances related to debarment and suspension.
3. This Agreement may be terminated as provided in Section 3 AVAILABILITY OF FUNDS.

#### **B. Final Reporting**

Should either party terminate this Agreement, within thirty (30) days after the termination, the Subrecipient shall provide the Department with all reports required as a condition of this Agreement. The Department will make payments to the Subrecipient for allowable reimbursable costs not covered by previous payments. The Subrecipient shall immediately refund to the Department funds not authorized for use and any payments made to the Subrecipient in excess of allowable reimbursable expenditures. Any dispute arising as a result of this Agreement shall be resolved in the State of Michigan.

#### **C. Availability of Funds**

Each payment obligation of Department is conditioned upon the availability of appropriated or allocated funding for the payment of this obligation. If funds are not allocated by HRSA, this Agreement may be terminated by either party at the end of the period for which funds are available. The Department shall notify the Subrecipient at the earliest possible time of the services that will or may be affected by the shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any further payments due or for any damages as a result of termination under this section.

#### **D. Severability**

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

#### **E. Amendments**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

#### **F. Indemnification and Hold Harmless**

The Subrecipient agrees to indemnify, defend, and hold harmless the Department, Genesee County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Subrecipient's performance of the Services or presence on the Department's and Genesee County's property or worksite.

#### **G. Insurance**

The Subrecipient agrees to procure and maintain general liability, errors and omissions, and professional liability insurance, worker's compensation and employer's liability providing coverage for its actions of its officers, employees, agents and the Subrecipients, during the term of this Agreement. The Subrecipient shall name Genesee County, all employees, elected and appointed officials and volunteers as additional insured and supply the correct endorsements for each policy. Coverage must be primary and non-contributory and provide a waiver of subrogation in favor of Genesee County. This insurance policy shall contain a clause requiring the insurer to notify the Department thirty (30) days before it cancels. The insurance policies shall carry policy limits of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The Subrecipient agrees to furnish a binder or certificate of the insurance, with proper coverage endorsements upon the Subrecipient's execution of this Agreement.

#### **Exhibit D: Subrecipient Insurance**

##### **H. Confidentiality**

Both the Department and the Subrecipient shall assure that the health services to and information contained in medical records of persons served under this Agreement, or other such recorded information required to be held confidential by federal or state law, rule or regulation shall not be divulged without the written consent of either the patient or a person responsible for the patient, except as may be otherwise required by applicable law, or regulation. Such information may be disclosed in summary, statistical or other form which does not directly or indirectly identify particular individuals.

To the extent that the Department and the Subrecipient are HIPAA Covered Entities and/or Programs under 42 CFR Part 2, as amended, each agrees that it will comply with HIPAA's Privacy Rule, Security Rule, Transaction and Code Set Rule and Breach Notification Rule and 42 CFR Part 2 (as now existing and as may be later amended) with respect to all Protected Health Information and substance use disorder treatment information that it generates, receives, maintains, uses, discloses or transmits in the performance of its functions pursuant to this Agreement. To the extent that the Subrecipient determines that it is a HIPAA Business Associate and/or a Qualified Service Organization of the Department then the Department and the Subrecipient shall enter into a HIPAA Business Associate Agreement and a Qualified Service Organization Agreement that complies with applicable laws and is in a form acceptable to both the Department and the Subrecipient as attached hereto as Exhibit C.

The Department and the Subrecipient shall maintain the confidentiality, security and integrity of any individual's information that is used in connection with the performance of this Agreement to the extent and under the conditions specified in HIPAA, the Michigan Mental Health Code (PA 258 of 1974, as amended), the Michigan Public Health Code (PA 368 of 1978 as amended), and 42 CFR Part 2.

##### **I. Waiver**

Any clause or condition of this Agreement found to be an impediment to the intended and effective operation of this Agreement may be waived in writing by the Department or the Subrecipient, upon presentation of written justification by the requesting party. Such waiver may be temporary or for the life of this Agreement and may affect any or all program elements covered by this Agreement.

The failure of either party to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if no such forbearance or waiver has occurred.

##### **J. Relationship of Parties**

The parties agree that the Subrecipient is an independent contractor for the purposes of this Agreement. The Subrecipient shall not be considered an agent, employee, or partner of the Department for any purpose, and neither the Subrecipient nor its employees are entitled to any of the benefits that the Department provides for its employees. The Subrecipient shall not be subject to or covered by any of the Department's



employee handbooks, collective bargaining agreements, or personnel policies.

1. The Department shall not be responsible for covering the Subrecipient under any worker's compensation insurance or unemployment compensation insurance plans. The Subrecipient represents and warrants that it: (a) is covered by a worker's compensation insurance policy procured and paid for by it; or (b) has a valid Notice of Exclusion on file with the Michigan Bureau of Workers' Disability Compensation; or (c) is a "sole proprietor" within the meaning of the Michigan Workers' Disability Compensation Act and has no employees. The Subrecipient shall notify the Department immediately if the status of said coverage, notice or sole proprietorship changes.
2. The Subrecipient shall have no authority or right to obligate the Department in any way whatsoever. The Subrecipient shall identify itself as an independent contractor and shall not hold itself out as an employee or agent of the Department.
3. Department does not agree to use the Subrecipient exclusively and remains free to enter into contracts for similar or other services with other individuals or entities during the course of this Agreement.

**K. Conflict of Interest**

The Department is subject to the provisions of Public Act No. 317 of 1968, as amended (MCL 15.321 et seq., MSA 4.1700 (51) et seq.); and Public Act No. 196 of 1973, as amended (MCL 15.341 et seq., MSA 4.1700(71) et seq.).

**L. Contacts**

The Federal Awarding Official is as follows:

U.S. Department of Health and Human Services HRSA  
Mary Emanuele  
MEmanuele@hrsa.gov

The Genesee County Health Department Authorizing Official is as follows:

Genesee County Board of Commissioners  
James Avery, Chairperson  
javery@geneseecountymi.gov

The Genesee County Health Department Project Director is as follows:

Porsha Black  
Director of Community Health Promotion & Education  
pblack@geneseecountymi.gov

**M. Entire Agreement**

This Agreement, together with any affixed schedules and exhibits, shall constitute the entire Agreement between the parties. Any prior understanding, representation or negotiation of any kind preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

**Exhibit G: Business Associate Agreement**

**N. Assignment of Rights**

The rights and obligations of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior, express and

written consent of the other party. In the event of a proper assignment, this Agreement will be binding upon and inure to the benefit of the parties' successors and assigns.

#### **ARTICLE IV ASSURANCES**

The Subrecipient assures the Department that:

**A. Non-Discrimination**

The Subrecipient agrees not to discriminate against any employee or applicant for employment or service delivery and access, with respect to their hire, tenure, terms, conditions or privileges of employment, programs, and services provided or any manner directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, gender expression, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position or to receive services.

The Subrecipient further agrees that every subcontract entered into for the performance of any contract or purchase order contain a provision requiring non- discrimination in employment, service delivery and access, as herein specified binding upon each Subrecipient.

**B. Business Subcontracts**

The Subrecipient assures that efforts will be made to identify and encourage the participation of minority owned and women owned businesses, and handicapped owned businesses in contract solicitations.

**C. Debarment and Suspension**

The Subrecipient assures that it will comply with federal regulations 45 C.F.R., Part 76 and certifies to the best of its knowledge and belief it:

1. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Has not within the three-year period preceding this Agreement been convicted of or had a civil judgement rendered against it for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Is not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in (b) above; and
4. Has not within the three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

This Agreement may be terminated immediately without further liability to Department if the Subrecipient or an official or employee of the Subrecipient is convicted of any activity referenced in this Section during the term of this Agreement or any extension thereof.

**Exhibit F: SAM.gov Entity Active Registration**

**D. Return of Disallowed Funds**

In the event the Health Resource and Services Administration (HRSA) disallows any costs already reimbursed by the Department to the Subrecipient, the Subrecipient will be solely liable for the return of those funds to HRSA.

**E. Smoke-Free Environment/Clean Air Act**

The Subrecipient also assures that any service or activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment.

Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the Subrecipient. If activities or services are delivered in facilities or areas that are not under the control of the Subrecipient (e.g., a mall, restaurant, or private site), the activities or services shall be smoke-free.

**F. Master Agreement**

The Subrecipient will be subject to the Master Agreement (Comprehensive Planning, Budgeting and Contract Agreement) between the Health Resource and Services Administration (HRSA). In the event of a conflict between this Agreement and provisions of the Master Agreement, the provisions of the Master Agreement shall prevail. A copy of the Master Agreement shall be provided to the Subrecipient prior to the Subrecipient signing this Agreement.

**G. Promotion of Funding Source**

The Subrecipient agrees to include the following statement and the Genesee County Healthy Start logo in all printed materials, newsletter, program and registration materials, special events, center's website, advertisements, program presentations, surveys, etc. funded in whole or in part with Healthy Start grant funding: "This [project/publication/program/website, etc.] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$997,416 with 0% financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS, or the U.S. Government. For more information, please visit HRSA.gov.

**CERTIFICATION**

The persons signing below certify that they are duly authorized to sign this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have fully executed this Agreement on the day and year first above written.

**GLOBAL CLINICAL, LLC**

By \_\_\_\_\_

Zach Donisch  
Director of Operations and Strategy

Date \_\_\_\_\_

11/26/24

**COUNTY OF GENESEE**

By \_\_\_\_\_

James Avery, Chairperson  
Board of Commissioners

Date \_\_\_\_\_

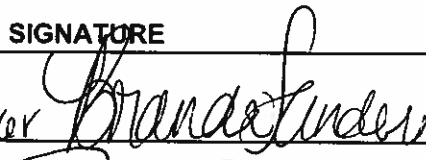
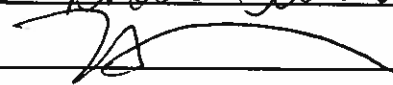
## Attachment H.7

### SIGNATURE CERTIFICATION

**Healthy Start Partner Agency**    Global Clinical, LLC

The purpose of this form is to authorize persons who may sign legal documents related to Healthy Start. This form must be completed each fiscal year, or when necessary to revise during a fiscal year. Signatures may be added or deleted on a new form without duplicating all of the original signatures if it is clearly stated that the form is an addendum to the original.

Please list the persons authorized to sign along with their signature and documents for which each has authority to commit your agency. Only authorized signatures will be accepted on documents indicated on the form. A signature written, then initialed by another, is not acceptable. Examples of documents which require an authorized signature include, but are not limited to: contracts, amendments, financial status reports, quarterly reports, etc.

NAME/POSITION (Print)	SIGNATURE	DOCUMENTS
Brandie Sanders <sup>Clinical</sup> Social Worker		Progress notes + Clinical documentation
Zach Quisch <sup>Director</sup> Ops + Strategy		Administrative Docs + Contract

If necessary, attach an additional sheet in the same format.