

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the “Contract”) is by and between the County of Genesee, a **Michigan Municipal Corporation**, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the “County”), Voices for Children, a **Michigan Non-Profit**, whose principal place of business is located at 515 East Street, Flint, Michigan 48503 (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Term

1.1 Initial Term

The initial term of this Contract commences on January 1, 2025 and shall be effective through December 31, 2025 (the “Initial Term”).

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the “Extension Terms”).

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the “Services”).

3. Compensation

Unit Rate. The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed **\$29,194.00**. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County’s acceptance of the invoice and supporting documentation.

- 3.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.
- 3.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.
- 3.3 The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any supporting documentation such as time sheets and receipts for incurred expenses. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

4. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. **Contract Administrator**

The contract administrator for this Contract is **Porsha Black** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. **Warranties**

The Contractor warrants that:

- 6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.
- 6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual identity, gender, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by

the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

11. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

12. Audit Rights

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13. Identity Theft Prevention

- 13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.
- 13.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided*

at the discretion of the County's Risk Manager or other authorized representative of the County.

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of \$1,000,000 _____ per occurrence and a \$2,000,000 _____ aggregate limit. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

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, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

14.1 Insurance Certificate and Additional Insured Coverage

- 1. Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

- 2. Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

- a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.
- b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

14.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

16.1.1. The Contract – This Professional Services Contract

- 16.1.2. Exhibit A – The Scope of Work
- 16.1.3. Exhibit B – The Contractor’s Budget
- 16.1.4. Exhibit C – Sam.gov Verification

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

16.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

16.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person’s attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

16.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

16.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

VOICES FOR CHILDREN

By: _____
Claudnyse Holloman
Voices for Children

Date: _____

COUNTY OF GENESEE

By: _____
James Avery, Chairperson
Board of County Commissioners

Date: _____

EXHIBIT A **Description of the Services**

- 1. Convene and facilitate the Community Consortium on behalf of the Healthy Start Initiative:**
 - 25% of the Community Consortium membership must consist of enrolled Healthy Start participants, women of reproductive age, mothers, fathers, partners, and other people with lived experience who are residents of Genesee County.
 - Community Consortium must have representation from Title V, public health departments, hospitals, health centers under section 254b, State substance abuse agencies, and other significant sources of health care services. Other categories of partners can include community leaders; representatives from service agencies; community-based organizations; state/non-profit organizations/faith-based organizations addressing housing, employment, education, transportation, and health care.
 - The Community Consortium should work to build meaningful, sustainable partnerships with partners and establish and work towards goals that are reflective of the priorities of the Genesee County population.
 - As a best practice, the Community Consortium chair or co-chair should preferably be a current or former HS participant.
- 2. Develop a Community Consortium plan to address Social Determinants of Health (SDOH) by obtaining community buy-in/approval. Plan should:**
 - Be based on results of the 2020 Genesee County Community Needs assessment.
 - Be community-driven and address the factors and conditions beyond clinical care that contribute to disparities in perinatal outcomes.
 - Describe strategic partnerships and strategies to address the “upstream factors” and unique SDOH contributing to disparities in perinatal outcomes within the project area.
 - Include a minimum of five performance measures corresponding to plan activities. Examples of performance measures include: increase access to nutritious foods by ensuring _ percent of eligible residents of the project area are enrolled in WIC; increase access to prenatal care by coordinating _ group prenatal care offerings within less than a _ minute walk from public transportation; and, increase access to employment opportunities for participants by increasing the completion rate of job training programs in the project area by _ percent.
 - The Community Consortium should regularly report out/disseminate information to community members and partners on the plan and progress made towards achieving goals/objectives.
- 3. Participate in HS Community Consortium Community of Practice activities through the Supporting Healthy Start Performance Project.**
 - HS Community Consortium Coordinators are expected to participate in the Community of Practices and other technical assistance opportunities. These activities may focus on peer support across HS projects, sharing of best practices in partnership engagement, plan implementation, and creation of new knowledge. The Community Consortium Coordinator may invite community partners to engage in select Community of Practice activities.

EXHIBIT B
Contractor's Projected Budget

J		Partner Agency: a Voices for Children					
DETAILED BUDGET FOR NEXT BUDGET U PERIOD--DIRECT COSTS ONLY			FROM	THROUGH	GRANT NUMBER		
a							
PERSONNEL (Applicant organization only)			%	DOLLAR AMOUNT REQUESTED (omit)			
NAME	ROLE ON PROJECT	TYPE APPT. (MONTHS)	EFFORT ON PROJ.	SALARY REQUESTED	FRINGE BENEFITS	TOTALS	
Supervisor	Coordinate and assist the Parent Coordinator with facilitating the meeting, developing the agenda, and ensuring meeting success	12	25%	7,000	1330	8,330	
Parent Coordinator	Facilitate the Meeting (10 hours per week * \$20)	12	25%	9,000	1710	10,710	
	SUBTOTALS----->			16,000	3040	19,040	
CONTRACTUAL COSTS							
EQUIPMENT (Itemized)							
SUPPLIES (Itemize by category)							
Parent Supplies	C			1000			
Meeting Supplies	e			1000			
Working Meeting Food	m			4000		6000	
OTHER							
Community Outreach Materials	b			1000			
	e						
PATIENT Care COSTS							
Childcare						1000	
Leadership Training Stipends (\$100 per day)							
Meetings, Community Outreach (\$15.00 per hour)						0	
ALTERATIONS AND RENOVATIONS (Itemize by category)							
OTHER EXPENSES (Itemize by category)							
Local Mileage Staff	2			500			
Out of town mileage Parents/staff							
Conference registration fees							
Airfare							
Parking fees (\$14/day x 15days)							
Accomodations							
Meals (bf@\$6.90/ lunch@\$8.95/2 dinner @\$17.25 per person						500	
SUBTOTAL DIRECT COSTS FOR NEXT BUDGET PERIOD							26,540
CONSORTIUM/CONTRACTUAL COSTS				DIRECT COSTS			
				FACILITIES AND ADMINISTRAT			2654
TOTAL DIRECT COSTS FOR NEXT BUDGET PERIOD ----->							\$29,194

EXHIBIT C

Sam.gov Verification

Last updated by Claudyne Jenkins on Jan 30, 2024 at 03:18 PM

VOICES FOR CHILDREN ADVOCACY CENTER



VOICES FOR CHILDREN ADVOCACY CENTER

Unique Entity ID F6GXUEF928N7	CAGE / NCAGE 7WN77	Purpose of Registration All Awards
Registration Status	Expiration Date	
Active Registration	Jan 29, 2025	
Physical Address 515 East ST Flint, Michigan 48503-1946 United States	Mailing Address 515 East Street Flint, Michigan 48503-1946 United States	

Business Information

Doing Business as ROBERT E. WEISS ADVOCACY CENTER FOR CHILDREN AND YOUTH	Division Name Voices For Children	Division Number (blank)
Congressional District Michigan 08	State / Country of Incorporation Michigan / United States	URL (blank)

Registration Dates

Activation Date Feb 14, 2024	Submission Date Jan 30, 2024	Initial Registration Date Jun 26, 2017
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Entity Dates

Entity Start Date Jan 1, 2003	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USApending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2 C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types	Entity Type	Organization Factors
Entity Structure Corporate Entity (Tax Exempt)	Business or Organization	(blank)

Profit Structure

Non-Profit Organization

Nov 07, 2024 08:16:47 PM GMT
<https://sam.gov/entity/F6GXUEF928N7/coreData?status=full>

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