



**GENESEE COUNTY**  
— M I C H I G A N —

**Genesee County**  
**Human Services Committee**  
**Agenda**

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**Wednesday, July 16, 2025**

**5:30 PM**

**Harris Auditorium, 1101 Beach St.**

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**I. CALL TO ORDER**

**II. ROLL CALL**

**III. APPROVAL OF MINUTES**

[RES-2025-1977](#) Approval of Meeting Minutes - June 11, 2025

**IV. PUBLIC COMMENT TO COMMITTEE**

**V. COMMUNICATIONS**

**VI. OLD BUSINESS**

**VII. NEW BUSINESS**

1. [RES-2025-1880](#) Approval of an agreement between Genesee County and the Beecher Board of Education, in an amount not to exceed \$740,896.00, to provide for an Early Head Start Program within the Beecher School District; this agreement is fully grant funded
2. [RES-2025-1882](#) Approval of an agreement between Genesee County and the Charles Stewart Mott Community College, in an amount not to exceed \$157,760.00, to provide for an Early Head Start Program at Mott Community College; the term of this agreement is July 1, 2025 through June 30, 2025; the cost of this agreement is fully grant funded and will be paid from account 2801-698.11-801.004
3. [RES-2025-1889](#) Approval of an agreement between Genesee County and Go Beyond - Well Family System EMR, in an amount not to exceed \$10,450.00, to provide data review and reporting for Genesee County's Healthy Start Initiative; the term of this agreement is August 1, 2025 through July 31, 2026

4. [RES-2025-1901](#) Approval of an agreement between Genesee County and Shonte Terhune-Smith, in an amount not to exceed \$30,000.00, to provide doula-adjacent training and professional development to the Daddy as a Doula facilitator; the term of this agreement is June 1, 2025 through May 31, 2027; the cost of this agreement is grant funded and will be paid from account 2211-607.04-801.000
5. [RES-2025-1903](#) Approval of an agreement between Genesee County and InvolvedDad, in an amount not to exceed \$48,000.00, to provide for education and training for expectant fathers; the term of this agreement is June 1, 2025 through May 31, 2027; the cost of this agreement is fully grant funded and will be paid from account 2211-607.04-801.000
6. [RES-2025-1938](#) Approval of an agreement between Michigan State University for its College of Human Medicine and Genesee County to provide for a clinical training affiliation that encompasses all Michigan Status University undergraduate medical programs
7. [RES-2025-1959](#) Approval of an amendment to a contract between Genesee County and VAAA, in the amount of \$73,997.00, to provide additional funding for home delivered and congregate meals for Genesee County seniors
8. [RES-2025-1965](#) Approval of a Water Residential Assistance Program grant, in the amount of \$27,000.00, to provide water payment assistance to eligible Genesee County residents; the budget for this grant is attached

**VIII. OTHER BUSINESS**

**IX. ADJOURNMENT**



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

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**File #:** RES-2025-1977

**Agenda Date:** 7/16/2025

**Agenda #:**

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Approval of Meeting Minutes - June 11, 2025



# GENESEE COUNTY

## M I C H I G A N

### Genesee County Human Services Committee Meeting Minutes

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Wednesday, June 11, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

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#### I. CALL TO ORDER

Commissioner Winfrey called the meeting to order at 6:08 PM.

#### II. ROLL CALL

**Present:** Charles Winfrey, James Avery, Gary L. Goetzinger and Martin L. Cousineau

**Absent:** Delrico J. Loyd

#### III. APPROVAL OF MINUTES

[RES-2025-1858](#) Approval of Meeting Minutes - May 21, 2025

**RESULT:** APPROVED

**MOVER:** James Avery

**SECONDER:** Martin L. Cousineau

**Aye:** Chairperson Winfrey, Vice Chair Avery,  
Commissioner Goetzinger and Commissioner  
Cousineau

**Absent:** Commissioner Loyd

#### IV. PUBLIC COMMENT TO COMMITTEE

#### V. COMMUNICATIONS

#### VI. OLD BUSINESS

#### VII. NEW BUSINESS

1.     [RES-2025-1805](#)     Approval of an agreement between Genesee County and the Michigan Department of Health and Human Services, in the amount of \$9,000.00, to fund Environmental Health Services programs at Genesee County's Health Department; the term of this grant is June 1, 2025 through September 30, 2025  
  
          **RESULT:**        REFERRED  
          **MOVER:**        Martin L. Cousineau  
          **SECONDER:**   James Avery  
  
          **Aye:**           Chairperson Winfrey, Vice Chair Avery,  
                              Commissioner Goetzinger and Commissioner  
                              Cousineau  
  
          **Absent:**       Commissioner Loyd
  
2.     [RES-2025-1817](#)     Approval of a grant award from the U.S. Department of Health and Human Services Administration for Children and Families, in the amount of \$15,713,491.00, to provide for Genesee County's Head Start Program  
  
          **RESULT:**        REFERRED  
          **MOVER:**        Martin L. Cousineau  
          **SECONDER:**   James Avery  
  
          **Aye:**           Chairperson Winfrey, Vice Chair Avery,  
                              Commissioner Goetzinger and Commissioner  
                              Cousineau  
  
          **Absent:**       Commissioner Loyd
  
3.     [RES-2025-1818](#)     Approval of an agreement between Genesee County and Oakland Livingston Human Service Agency, in an amount not to exceed \$11,643,205.00, to provide for Genesee County's Head Start Preschool and Early Head Start programs; the term of this agreement is July 1, 2025 through June 30, 2026  
  
          **RESULT:**        REFERRED  
          **MOVER:**        Martin L. Cousineau  
          **SECONDER:**   James Avery  
  
          **Aye:**           Chairperson Winfrey, Vice Chair Avery,  
                              Commissioner Goetzinger and Commissioner  
                              Cousineau  
  
          **Absent:**       Commissioner Loyd

**VIII.   OTHER BUSINESS****IX.     ADJOURNMENT**

The meeting was adjourned at 6:11 PM.



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

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**File #:** RES-2025-1880

**Agenda Date:** 7/16/2025

**Agenda #:** 1.

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**To:** Charles Winfrey, Human Services Committee Chairperson

**From:** Pamela Coleman, GCCARD Director

**RE:** Approval of a request by GCCARD to enter a Delegate Contract between Genesee County and the Beecher Board of Education in an amount not to exceed \$740,896.00

### **BOARD ACTION REQUESTED:**

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to enter a Delegate Contract between Genesee County and the Beecher Board of Education in an amount not to exceed \$740,896.00, with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

### **BACKGROUND:**

This Delegate Contract with the Beecher Board of Education is for the operation of an Early Head Start (EHS) program within the Beecher School District from July 01, 2025, through June 30, 2026. At least 60 infants, children, and pregnant individuals are to be enrolled in classroom services with additional services like Health, Social Services, Parent Involvement, Family Engagement, Nutrition, and Mental Health to be provided.

### **DISCUSSION:**

The Beecher Board of Education shall operate an Early Head Start Program approved per Genesee County and the Department of Health and Human Services Administration for Children and Families policies and procedures. Funds issued to the Delegate Agency for the operation of an EHS program shall not exceed \$740,896.00 and the Delegate Agency, "shall obtain in-kind contributions in the amount of \$185,224.00."

### **IMPACT ON HUMAN RESOURCES:**

There will be no impact on Human Resources.

### **IMPACT ON BUDGET:**

Reimbursements for actual costs incurred to the Beecher Board of Education are to be paid from fund number 2801-698.10-801.004 in the amount of \$727,245.00 in direct program costs and 2801-698.12-801.004 in the amount of \$13,651.00 for Training and Technical Assistance. **No General Fund appropriation is being requested.**

### **IMPACT ON FACILITIES:**

There will be no impact on facilities.

**IMPACT ON TECHNOLOGY:**

There will be no impact on technology.

**CONFORMITY TO COUNTY PRIORITIES:**

This memorandum conforms to Genesee County's priorities of Healthy, Livable, and Safe Communities and Community Growth as we strive to support low-income children, pregnant individuals, and their families in Genesee County. Early assistance with physical health, mental health, and education creates a more stage environment for our youngest residents to learn and grow, setting Head Start enrollees up for success from k-12 and onward.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Genesee County Community Action Resource Department (GCCARD) to authorize entering into a Delegate Contract between Genesee County and the Beecher Board of Education, whereby the contractor will operate an Early Head Start program within Beecher School District, for the term commencing July 1, 2025, through June 30, 2026, at a total cost not to exceed \$740,896.00, to be paid from account 2801-698.10-801.004 (\$727,245.00) and account 2801-698.12-801.004 (\$13,651.00), is approved (a copy of the memorandum request and supporting documents being on file with the official records of the July 16, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.





## **LEGISTAR SUBMISSION CHECKLIST\***

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

### **DOES THE PROJECT NEED A CONTRACT?**

**1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)**

Yes: \_\_\_\_ (Go to Question 2)

No: \_\_\_\_ (Go to Question 4)

**2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?**

Yes: \_\_\_\_ This project requires a contract, skip to the contracts section.

No: \_\_\_\_ (Go to Question 3)

**3) Has the vendor presented a document for the county to sign?**

Yes: \_\_\_\_

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: \_\_\_\_

- Use a **Purchase Order** You do not need to complete the remainder of this form.

**4) Is this a request for services, an IT submission, or construction work?**

Yes: \_\_\_\_ This project requires a contract, skip to the contracts section.

No: \_\_\_\_ Contact Corporate Counsel office prior to submitting into Legistar.

### **CONTRACTS**

**\* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. \* If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

**1) Is this a new contract or a renewal/extension? \_\_\_\_\_**

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

**2) How is the contract funded?**

- a. Budgeted or General Funds: \_\_\_\_\_(Go to Question 3)
- b. Grant Funded: \_\_\_\_\_(Go to Question 4)
- c. Millage Funded: \_\_\_\_\_ (Go to Question 5)

**3) What is the vendor providing?**

- a. Services: \_\_\_\_\_
  - Use the **Professional Service Contract Template**
- b. Construction/Physical Building Altercation/Remodel \_\_\_\_\_
  - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

**\* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. \***

**4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient**

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

**5) Is this a new contract/agreement?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

- a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?

If **yes**, use the template/previous agreement.

If **no**, contact Corporate Counsel regarding template/previous agreement.

**6) Is a contract that is not a County prepared contract being submitted for review?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

- a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

\* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.

# RECIPIENT CHECKLIST FOR DETERMINING IF THE ENTITY RECEIVING FUNDS HAS A CONTRACTOR OR SUBRECIPIENT RELATIONSHIP

This document is intended to help a recipient of federal funds make a judgment as to whether each agreement it makes, for the disbursement of federal program funds, casts the entity receiving the funds in the role of a subrecipient or a contractor. Based on 2 CFR Chapter I, Chapter II, Part 200 et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), issued by the U.S. Office of Management and Budget (OMB) on December 26, 2013, and effective for non-federal entities on December 26, 2014, the following information is intended for use by all non-federal entities.

## Important Terms:

**Recipient:** A non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients. (See 2 CFR 200.86 of the Uniform Guidance.)

**Subrecipient:** A non-federal entity that receives a subaward for the purpose of carrying out part of a federal award. The subaward creates a federal assistance relationship with the subrecipient. (See 2 CFR 200.93 & .330 (a) of the Uniform Guidance.)

**Contractor:** A non-federal entity that receives a contract for the purpose of providing goods and services for the awarding non-federal entity's own use. The contract creates a procurement relationship with the contractor. The Uniform Guidance replaced the term "Vendor" with "Contractor." (See 2 CFR 200.22 & .330 (b) of the Uniform Guidance.)

**Instructions:** The "Characteristics" column in this checklist is based on language in the Uniform Guidance. The column lists characteristics that support the classification of a non-federal entity as a subrecipient or contractor. Since all of the characteristics listed may not be present in all cases, the Uniform Guidance recognizes that the recipient "...must use judgment in classifying each agreement as a subaward or a procurement contract." (2 CFR 200.330 (c).) In the "Explanations" column, AGA provides additional information to assist in answering the questions under "Characteristics." Answer each question by checking "yes" or "no" where indicated. Based on responses to the questions, a key provided at the end of each section will help in making a judgment as to whether a subrecipient or contractor relationship exists. White space is provided in between the "Characteristics" column and the "Explanation" column so that users can tailor this checklist to accommodate the unique aspects of various programs or jurisdictions.

**Note:** One check in a subrecipient box does not necessarily mean the entity is a subrecipient. A judgment should be based on the totality of responses.

Office \_\_\_\_\_

Entity receiving funds \_\_\_\_\_

Funding Source(s) \_\_\_\_\_

## Notes:

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## CHARACTERISTICS

## EXPLANATIONS

### Decision Making Authority

**200.330 a. 1** Determines who is eligible to receive what Federal assistance;

a. Does the entity determine who is eligible to participate in the federal program?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

**200.330 a.3** Has responsibility for programmatic decision making;

a. Does the entity have the ability to make decisions about how services will be delivered to participants, in accordance with federal programmatic requirements?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

**OR**

**200.330 b.4** Provides goods or services that are ancillary to the operation of the Federal program;

b. Does the entity provide goods or services for the recipient's own use?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

b. Does the entity provide services designated by the recipient to serve the recipient's participants without regard to specific federal programmatic requirements?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.  
If you selected "yes" to **EITHER** item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If the entity determines whether a participant meets a federal program's eligibility requirements for assistance, it is most likely a subrecipient.

A contractor may provide services to clients in a program after eligibility has been determined by the recipient.

If the entity has authority to make decisions regarding the delivery of service, operations, or types of assistance provided within the terms of the agreement, it is typically a subrecipient.

If the entity provides goods or services directly to the recipient or to program participants at the direction of the recipient and does not make programmatic decisions or adhere to program requirements, it is typically a contractor.

### Nature of Award

**200.330 a. 2** Has its performance measured in relation to whether objectives of a federal program were met;

a. Are the scope of work (or portion, if applicable) and terms and conditions of the agreement the same for the entity as they are for the recipient that received the federal funds?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

a. Is the entity carrying out completion of the goal of the grant (or part, if applicable) as stated in the federal award?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

**OR**

**200.330 b.5** Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. Does the recipient develop the scope of work and terms and conditions of the agreement to meet the recipient's needs?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.  
If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If the entity is providing a service for the recipient to meet the goal of the grant, it is a contractor; if the entity is providing a service that carries out a goal within the scope of the grant, it is a subrecipient. When a grant program contains multiple goals, it is possible for the recipient to complete part of the goals and for the entity to perform another part.

If the scope of the agreement is per the federal program terms/guidance, the entity is a subrecipient. A subrecipient may also provide programmatic or progress reports to ensure compliance with federal program requirements.

Conversely, if the scope of the agreement is per the recipient's terms and not federal program guidance, and if the recipient's oversight is governed only by the contract terms and conditions, it is a contractor.

**200.330 a.4** Is responsible for adherence to applicable Federal program requirements specified in the Federal award;

a. Funding to the entity depends on the entity's ability to best meet the objectives of the award. Although performance is measured against federal award objectives, the entity assumes little risk if the objectives are not met.

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

**OR**

**200.330 b.5** Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. The entity assumes financial risk if they fail to deliver the goods or services agreed upon.

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to item **a**, this is an indicator of a subrecipient relationship.  
If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If the funding is given to the entity with a purpose of completing the goal of the grant, the recipient will be required to ensure the entity adheres to federal grant program guidance. The recipient will also be required to monitor the activities of the entity per Uniform Guidance section 200.331. The entity assumes little risk should federal grant guidance not be met. The risk falls with the recipient.

If the recipient directs specific activities to be completed by the entity, by providing goods or services, the risk falls on the entity to deliver, per the agreement terms. In this case, the entity would not be required to adhere to the federal grant program requirements, just the terms and conditions in the agreement with the recipient.

## Criteria for Selection

## EXPLANATIONS

**200.330 a.5** In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

a. Does the entity demonstrate a financial or public need for funding to carry out a project or provide a service?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

a. Will the entity be contributing match or other non-Federal funding in support of the award?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

a. Will the entity be reimbursed for only actual costs incurred?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

**OR**

**200.330 b.3** Normally operates in a competitive environment;

b. Were procurement policies applied in the selection of the entity?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

b. Was the entity's proposed price a factor in the selection process?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

b. Will the entity derive a profit from the agreement?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to **ANY** item **a**, this is an indicator of a subrecipient relationship.  
If you selected "yes" to **ANY** item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If the entity was chosen because it has the best widgets or service for the price, it has a contractor relationship with the recipient. Typically, a procurement method is followed, such as a competitive bid or RFP process. In this type of agreement, the entity usually makes a profit by delivering this good or service to the recipient. Payments to contractors are typically made based on contract terms.

Conversely, if the entity was chosen because it was already providing a service within the guidelines of the grant program and wants to partner with the recipient to expand the delivery or assist in meeting the goal of the grant, it may be a subrecipient. Typically, the entity may not make a profit and may provide its own non-federal funding as match or cost sharing. The entity may have been chosen through an application process or an announcement of funding, as opposed to the procurement process described above. Payment to a subrecipient is generally based on actual expenses unless awarded on a fixed amount subaward (2 CFR 200.332). It is typical of subrecipients to submit budgets, financial reports, or copies of invoices to the recipient, to document activity.

## Entity's Business Environment

## EXPLANATIONS

**200.330 b.1** Provides the goods and services within normal business operations;

b. Is the entity's normal business to provide the goods or services being purchased in the agreement?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

**200.330 b.2** Provides similar goods or services to many different purchasers;

b. Does the entity provide the same goods or services to other organizations?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "no" to **EITHER** item, it is an indicator of a subrecipient relationship.  
If you selected "yes" to **BOTH** items, it is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If a federal program provides funding to modify public buildings for handicapped accessibility and the recipient provides funds to an entity to update the entity's building, per the terms of the award, then a subrecipient relationship exists.

Conversely, if the recipient hires an entity to update their own building to be handicapped accessible, then a contractor relationship exists.

## Determination

## EXPLANATIONS

### Final Determination

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

Review all the entries and make an overall determination of the relationship. **Check the appropriate box in this section.**

**Determined by** \_\_\_\_\_ (enter name of person initially making decision) \_\_\_\_\_ (date)

**Approved by** Pamela Coleman \_\_\_\_\_ (enter name of person reviewing) \_\_\_\_\_ (date)

*Based on the relationship determined above, see additional guidance on requirements governing agreements.  
Section 200.331 - "Requirements for pass-through entities," for subrecipient agreements,  
Section 200.317 through 200.326 - "Procurement Standards," for contractor agreements.*

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**HEAD START DELEGATE CONTRACT  
FOR THE CONDUCT AND ADMINISTRATION OF  
THE EARLY HEAD START PROGRAM (IN THREE PARTS)**

**PART I: AGREEMENTS**

This Agreement, entered into as of the first day of July 2025, by and between the County of Genesee, Michigan, a Michigan Municipal Corporation acting by and through the Genesee County Community Action Resource Department (GCCARD), 1101 Beach Street, Flint, Michigan 48502, hereinafter referred to as the "Grantee" and the Delegate Agency, Beecher Board of Education (UEI/DUNS: GE17DSMEYD88/060965605), 1386 West Coldwater Road, Flint, Michigan, 48505, Genesee County, State of Michigan, hereinafter referred to as the "Delegate Agency."

WITNESSETH THAT:

Whereas, the Grantee is scheduled to receive a Grant from the Department of Health and Human Services/Administration for Children and Families (CFDA NO. 93.600-Head Start and Early Head Start), Executive Office of the President of the United States (hereinafter referred to as the HHS/ACF), said Grant designated as Early Head Start Grant No. 05CH012299-202 on the first day of July 2025, and

WHEREAS, pursuant to said Grant the Grantee is undertaking certain activities; and

WHEREAS, the Grantee and the Delegate Agency agree to render certain mutual assistance in these undertakings;

Now, therefore, the Grantee and the Delegate Agency do mutually agree as follows:

The Delegate Agency shall, in a satisfactory and proper manner as determined by the Grantee, perform the following:

1. Operate an Early Head Start Program according to the work program and attachments as submitted to and approved by the Grantee and HHS/ACF policies and/or procedures and all general and special conditions stated in this contract. The policies and/or procedures include, but are not limited to, performance standards, self-assessment validation instruments, memos

and letters from the National, Regional and Grantee office, 45 CFR, Parts 75 & 87, 2007 Head Start Act, Federal Funding Accountability and Transparency Act of 2006, 2 CFR 200, and Federal Registers pertaining to the Early Head Start Program. The Delegate Agency may make no change in its work program without prior written approval of the Grantee. The work program referenced here includes the Grant Application, Grantee and Local Performance Standard Plans.

If there are any conflicting regulations that exist or come to exist between the local district's union contract or board policy, the Federal Regulation, grantee work plan or any other requirements herein stated, the local rule shall be waived in favor of the rule issued by HHS/ACF or Grantee.

2. The Delegate Agency shall commence performance of this contract on the first day of July 2025, and shall complete performance no later than the last day of June, 2026.
3. The Delegate Agency shall maintain such records and accounts including property, personnel, and financial records as are deemed necessary by the Grantee and/or by HHS/ACF to assure a proper accounting for all Program funds, both federal and non-federal shares.
4. It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the maximum sum of **\$740,896** for all services rendered for Early Head Start. The Delegate Agency's approved budget is found in Section 5. Any changes of amount in excess of 10% within or between categories must have approval of the Policy Council and Grantee. The Personnel and Fringes categories A & B combined cannot exceed 10% of the amounts stated without the prior approval of the Grantee.



## SECTION 5 - BUDGET CATEGORIES - BEECHER EARLY HEAD START

	GRANT PROGRAM, FUNCTION OR ACTIVITY	
5. Object Classification Category	(1) PA-25	(2) PA-26
a. Personnel	\$299,151	\$0.00
b. Fringe Benefits	\$263,024	\$0.00
c. Travel	\$0.00	\$10,975
d. Equipment	\$0.00	\$0.00
e. Supplies	\$18,250	\$500
f. Contractual	\$109,074	\$2,176
g. Construction	\$0.00	\$0.00
h. Other	\$37,746	\$0.00
<b>TOTALS</b>	<b>\$727,245.00</b>	<b>\$13,651.00</b>

**EHS In-kind Total: \$185,224**

6. The Delegate Agency shall obtain in-kind contributions in the amount of \$185,224. Early Head Start grant subject to receipt of funds from HHS/ACF. The Grantee shall make payment under this Contract in accordance with standard operating procedures outlined by the Grantee.
7. In the event that Supplemental Grant awards are approved by HHS/ACF for the Delegate Agency, an addendum to the Contract will be written and all conditions of additional awards are applicable.
8. It is expressly understood that the administrative cost to operate this grant may not exceed 10% of the Delegate Agency's total grant. This is the percentage that was indicated in the Delegate Agency's grant application that it would cost to administer the program.
9. The Delegate Agency agrees to assist the Grantee in complying with all of the conditions governing Grants under the Head Start Act.
10. The Delegate shall in a satisfactory manner as determined by the Grantee perform the following activities for the Early Head Start Program:
  - a. A minimum of 60 Early Head Start children from birth to age 3 (infants and toddlers), and pregnant moms must be enrolled in a full year Home Base program. The Home Base model includes 48 weekly 1.5 hour visits per family per week and two – 2 hour socialization experiences per month as outlined in the Head Start Performance Standards
  - b. In addition to the socialization and home base phase, the following family services will be provided, as further described in Section 24: Health, Social Services, Parent Involvement, Family Engagement, Nutrition, Mental Health, Career Development and Program Administration. These services will center around Child Development and Health Services, Community and Family Engagement and Program Design and Management.

PART II. TERMS AND CONDITIONS GOVERNING CONTRACTS BETWEEN THE HEAD START GRANTEE AGENCY AND THE DELEGATE AGENCY CONTRACTOR.

In addition to any conditions specified in Part I, this Contract is subject to all of the Federal and/or State conditions listed below. Waiver of any of these conditions must be upon the express written approval of an authorized representative of the Department of Health and Human Services/Administration for Children and Families, and such waivers shall be made a part of this Contract.

1. Suspension and Termination of this Contract by the Grantee: If the Grant from HHS/ACF under which this Contract is funded is terminated by HHS/ACF, the Grantee shall also have the right to terminate this Contract by giving written notice to the Delegate Agency and specifying the effective date thereof.
2. Suspension and Termination of this Contract by the Delegate Agency: If the Delegate Agency is unable or unwilling to comply with any additional conditions as may be lawfully applied by HHS/ACF to the Grantee, the Delegate Agency shall terminate the Contract by giving written notice to the Grantee ninety (90) days in advance of such termination, specifying the effective date thereof. In the event of termination by either party, all property and finished or unfinished documents, data, studies and reports purchased or prepared by the Delegate Agency under this Contract shall, at the option of the Grantee, be transferred or conveyed to the Grantee. The Delegate Agency shall be entitled to compensation for any un-reimbursed expenses necessarily incurred in satisfactory performance of the Contract. Notwithstanding the above, the Delegate Agency shall not be relieved of its liability to the Grantee for any damages sustained by the Grantee by virtue of a breach of the Contract by the Delegate Agency for the purpose of set-off, until such time as the exact amount of damages to the Grantee from the Delegate Agency is agreed upon or otherwise determined.

3. Appeal Procedures for Delegate Agency: Appeal procedures for termination of the delegate is as follows:
1. A grantee must notify a delegate agency in writing of its decision to terminate its agreement with the delegate agency explaining the reasons for its decision and the delegate agency has the right to appeal the decision to the grantee within 10 work days after receipt of the notice.
  2. The grantee has 20 days to review the written appeal and issue its decision.
  3. A grantee may not terminate the operation of a delegate agency on the basis of defects or deficiencies in the operation of the program without first:
    - a. Notifying the delegate agency of the defects and deficiencies;
    - b. Providing, or providing for, technical assistance so that defects and deficiencies can be corrected by the delegate agency; and
    - c. Giving the delegate agency the opportunity to make appropriate corrections.
  4. Part 1304.6 of the Head Start Performance Standards details the appeal procedures delegates have and may follow if the appeal necessitates further action by HHS.
4. Changes in this Contract: The Grantee may, from time to time, request changes in the scope of the services of the Delegate Agency to be performed under this Contract. Such changes, including any increase or decrease in the amount of the Delegate Agency's funding level which are mutually agreed upon by and between the Grantee and the Delegate Agency, must be incorporated in written amendments to this Contract.
5. Reports, Records and Inspections: The Delegate Agency shall submit financial, program progress, evaluation, and other reports as required by the Grantee, and shall maintain such property, personnel, financial and other records and accounts as are deemed necessary. The Delegate Agency shall permit on-site inspections by Grantee or HHS representatives and shall require employees and board members to furnish such information as, in the judgment of the

Grantee or HHS/ACF representatives may be relevant to a question of compliance with Contract conditions and directives applicable to Head Start or to the effectiveness, legality, and achievements of the program. All of these records will be made available for audit or inspection purposes to the Controller General of the United States, and will be retained for three (3) years after the expiration of this Contract unless written permission to destroy them is received from both the Grantee and HHS/ACF, with the following qualifications:

- a. Records shall be retained beyond the three (3) year period if audit findings have not yet been resolved.
- b. Records for non-expendable property which was acquired with Federal funds shall be retained for three (3) years after its final disposition.
- c. When Grantee records are transferred to or maintained by HHS/ACF, the three (3) years retention requirement is not applicable to the Delegate Agency.

6. Contract Related Income: The Delegate Agency is accountable to the Grantee for any income generated by activities performed under this Contract. Such income may be produced by the services of individuals, or by employing equipment and facilities, royalties and profits from publications, films, or similar materials, or general services of the Delegate Agency institution. All income, other than interest earned (see "C" below) and fees collected during the contract period shall be retained by the Delegate Agency, and in accordance with the Contract Agreement shall be:

- a. Added to funds committed to the program by the Grantee and the Delegate Agency and be used to further eligible program objectives.
- b. The Delegate Agency is required to maintain records of the receipt and disposition of the income in the same manner as required for the funds provided by the Contract which gave rise to the income.
- c. Interest Earned: The amounts earned on Contract funds, with the following exception,

must be returned to HHS. State governments and any agency or instrumentality of a State, however, will not be held accountable for interest earned on Contract funds pending their disbursement for program purposes.

7. Mileage Expenses: Expenses charged for local travel shall not exceed those which would be allowed under the rules of the United States Government official travel. The rules can be found at 41 C.F.R. Part 301-10. The Delegate Agency agrees that any reimbursements for travel by its employee shall not include home to work site travel.
8. Expenses Disallowed: No Contract funds shall be expended for:
  - a. Any expenses other than those necessarily incurred in the performance of this Contract as called for in the approved program budget, or those approved prior to said expense by the Grantee.
  - b. The cost of meals for employees or officials of the Delegate Agency, except when on travel status, or when the employee is participating in an allowable program activity where Grant funds have been authorized to provide food to program participants (other than employees), and the employee is required by his/her job duties to take part in the activity.
9. Disposal of Property: If property is acquired with Contract funds, the property shall be disposed of only with the expressed written approval of the Grantee.
10. Publication and Publicity: The Delegate Agency agrees that all stationery, information releases, pamphlets or brochures, reports of activities or other materials prepared and/or distributed by the Delegate Agency in conjunction with services performed pursuant to this Agreement shall identify the Genesee County Community Action Resource Department (GCCARD) as the sponsor of the program.
11. Copyrights: If the Contract results in a book or other published materials, the author is free to copyright the work, but HHS/ACF reserves a royalty free, non-exclusive and irrevocable license

to reproduce, publish, or otherwise use, and to authorize others to use, all such copyrighted material and any material which can be copyrighted resulting from the Contract.

12. Labor Standards: All laborers and mechanics employed by contractors or subcontractors in the alteration, or repair, including painting or decorating of projects, buildings, and works which are federally assisted under this Contract shall be paid wages at rates not less than those prevailing or similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-5).
13. Patents: Any discovery or invention arising out of, or developed in the course of, work aided by this Contract, shall be promptly and fully reported to the Grantee for transmittal in accordance with HHS directives (45 CFR, Subtitle A.).
14. Discrimination Prohibited: No person shall, on the ground of race, creed, color, national origin, sex or disability condition, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract. The Delegate Agency will comply with the regulations promulgated by HHS/ACF, pursuant to the Civil Rights Act of 1964, and with directions of the Grantee in furtherance on non-discrimination.
15. Discrimination in Employment Prohibited: The Delegate Agency will not discriminate against any employee employed in the performance of this Contract or against any applicant for employment, because of race, color, creed, national origin, age, sex or disability condition. The Delegate Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, age, sex or disability condition. This requirement shall apply to, but not be limited to, the following:  
  
Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Delegate Agency shall comply with all applicable statutes and Executive Orders on equal employment opportunity, and this Contract shall be governed by the provisions of all such statutes and Executive Orders, including enforcement provisions, as set forth in HHS/ACF directives.

16. Covenant Against Contingent Fee: The Delegate Agency warrants that no person or Agency or other organization has been employed or retained to solicit or secure this Contract upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the Grantee shall have the right to annual compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.
17. Political Activity Prohibited: None of the funds, materials, property, or services contributed by the Grantee or the Delegate Agency under this Contract shall be used during the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.
18. Religious Activity Prohibited: There shall be no religious worship instruction or proselytization as part of or in conjunction with performance of this Contract.
19. Compliance with Local Laws: The Delegate Agency shall comply with all applicable laws, ordinances, and codes of State and local governments.
20. Income Requirements: At least ninety (90%) percent of the children selected for the Early Head Start program will be from families whose income falls within the HHS Income Guidelines for 2025.
21. Special Conditions on Volunteer Services: Volunteer hours can be valued at the minimum wage or consistent with those regular rates paid for similar work in the local labor market. This may be included if they are volunteering their services for work on the program which someone would otherwise have to be hired to perform.



Services will not be treated as partially volunteered. No services for which a person is compensated, even though the compensation may be low, shall be treated as volunteered.

22. Service Area Boundaries: The Beecher EHS service area is the Beecher School District boundaries. The Grantee (GCCARD Early Head Start) shall retain the sole and exclusive authority to serve locations in any area of Genesee County which have county wide services to Early Head Start eligible families.
23. Head Start Recruitment and Enrollment Boundaries: The per pupil funding received is to service residents living in the Beecher School District. The permanent address of the custodial family must be verified and used when enrolling an EHS family.
24. Special Program Requirements: In carrying out the provisions of this Contract, the Delegate Agency will maintain full compliance with all program requirements. Failure to comply will be grounds for suspension or termination of this Contract by the Grantee:
  - a. Health Services: The Delegate Agency will provide a health program that will include a well baby exam for children age 1 month through 30 months and a complete physical for 3 year old children in accordance with the EPSDT time frames and requirements. Provisions will be made by the Delegate Agency to follow-up if treatment is indicated. Other health services such as dental screenings, fluoride varnishes, immunizations, etc. as identified in the Performance Standards will also be followed.
  - b. Mental Health Services: The Delegate Agency agrees to work with the GCCARD Infant Mental Health Coordinator to provide mental health services as outlined in the Performance Standards. The Delegate Agency shall be responsible for the identification and reporting of child abuse and neglect as designated by the Child Protection Law.
  - c. Disability Services: The Delegate Agency agrees to be responsible to provide full EHS services to children with disabilities. The Delegate Agency agrees to hold Individualized Service Plan conferences with parents of children diagnosed with disabilities within thirty

(30) days of the diagnosis. The Delegate Agency agrees to service a minimum of ten (10%) percent diagnosed children with disabilities in the EHS Program. These children should be diagnosed by mid year.

- d. Education Services: The Delegate Agency must provide activities based on a sound, developmental, literacy rich infant and toddler curriculum and organized in accordance with the Head Start Performance Standards and provisions related to child outcomes from Head Start's 2007 Re-authorization Legislation.

The Delegate Agency agrees to:

1. Write daily lesson plans/home visit plans.
2. Designate a staff person to review such plans regularly.
3. Maintain anecdotal records on all children.
4. Include health and nutrition in plans per month.
5. Write individualized education plans for each child with special needs.
6. Administer locally selected developmental and behavioral screenings and use the Teaching Strategies Gold Assessment for each child in the Early Head Start Program, tracking the assessment a minimum of three times during the school year and analyze data and compare to the program's local, state and national school readiness established goals.
7. Individualize lessons in accordance with the results of the assessment.
8. Conduct monthly staff/in-service meetings. Copies of the agendas, attendance and minutes of meetings are to be on file at the local program for review by the Central Office.
9. Submit cumulative results of child outcomes at the midpoint and at the end of the program year to the Central Office. This should show progress or lack of for each of the domains/indicators measured.

10. Meet all the requirements of the home base program using the Parents as Teacher and Partners for a Healthy Baby Curriculum for pregnant moms.

- e. Social Services: The Delegate Agency will provide Social Services, which, at a minimum, identifies and arranges for the professional treatment of those family conditions which may seriously interfere with the development of the child, or which may prevent the attendance or full participation of the child and parents in the program, and which provides for referrals to relevant social services agencies. All referrals shall be followed up. A Family Needs and Strength Survey will be completed and on file for each family enrolled in the program within ninety (90) days of enrollment. Records substantiating these services must be maintained.

All families must have the opportunity to develop a family partnership agreement with a designated staff assigned as a family partner. Families not interested should be asked to sign a family partnership agreement indicating they are not interested. All partnership agreements are to be on file at the local program.

- f. Parent Involvement/Engagement: The Delegate Agency will provide for parent engagement in planning for and helping with the weekly home base program, working with their child during and after the home visit, accompanying the child to the bi-monthly socialization/cluster experience and participating in parent meetings and trainings. The Delegate Agency will operate a parent policy committee in accordance with 1301.3 of the Performance Standards (Program Governance) and will work with the Grantee to have parents and community representatives from the program represented on the Policy Council in accordance with the Policy Council Bylaws. The Delegate Agency will also conduct an EHS orientation, provide for regular parent education and conduct a Parenting Curriculum session. Times of these activities need to be so scheduled as to meet the various schedules of families.

- g. Nutrition Services: The Delegate Agency agrees to work with the GCCARD Nutrition Coordinator to provide nutrition services as outlined in the Nutrition Service Plan. The Delegate Agency agrees to submit nutrition assessment data on overweight, underweight and anemic children, and assist Nutrition Coordinator in the follow-up on these cases. The Delegate Agency agrees to serve healthy meals during socialization/cluster sessions.
- h. Human Resource Development: The Delegate Agency must ensure that the following conditions will be adhered to as regards to hiring:
1. Special preference will be given to hiring Head Start parents (past or present) for the position for which they qualify.
  2. EHS Home Visitor Credential Requirements:  
  
Any new home visitors hired after June 20, 2013 must have a bachelors degree in Early Childhood Education or a related field such as social work, health education or child psychology with coursework equivalent to a homebase CDA. Home visitors will provide services to 10-12 families enrolled in the home base option. They will implement the Parents as Teachers curriculum and Teaching Strategies Gold Assessment with children under 3 and Partners for a Healthy Baby for pregnant women.
  3. If a current Early Head Start Home Visitor is removed as a consequence of the Contract between the Teacher's Union and the Board of Education, for any reason, he/she may only be replaced by a home visitor who holds one or more of the above qualifications.
  4. Any increase in salary, wages or fringes as a result of the removal of a current Head Start employee as a consequence of the Contract between the Teacher's Union and the Board of Education or transferring will be the sole responsibility of the Delegate Agency.

5. Monitoring will be carried out in the following manner:
  - a. Home visitor transcripts and certifications will be sent to the Grantee, by the Delegate Agency, and retained as a means of verifying Early Childhood certification.
  - b. If the Delegate does not live up to the terms of this Agreement, the following steps will be taken:
    1. A meeting will be set up between the Delegate and the Grantee to discuss the violation.
    2. If no resolution is reached, a recommendation, from the Grantee, will be made to suspend the program.
6. The Grantee may, upon reasonable notice to the Delegate, suspend the program either in whole or in part. The suspension shall not be more than fifteen (15) working days to correct any portion(s) of the conditions specified in this Agreement.
  - a. Any costs incurred by the Delegate Agency during a suspension period will be deemed "disallowed cost," and will not be reimbursable or recoverable under this Agreement. These non-recoverable costs include, but are not limited to, salaries, wages, fringes, rentals, etc.
7. Early Head Start Family Service Coordinators hired after June 30, 2013 will have one of the following credentials.
  - a. MSW/ACSW or a Masters in counseling or psychology.
  - b. B.A. in Social Work, Counseling or Psychology.
8. Early Head Start Health Coordinators will have a Bachelor Degree in Community Health Care or a related field or be a registered or licensed nurse.
9. Early Head Start Education Coordinators will have a B.A. or B.S. in Elementary Education with a minimum of twelve (12) credit hours in Early Childhood Education and two (2) years of verifiable teaching experience in preschool or early childhood

programs with knowledge, training and/or experience in the laws and mechanics of obtaining special education services.

10. The Delegate Agency will provide to the Grantee a complete copy of their active personnel policies and all current Head Start job descriptions.

25. Special Administrative Requirements: In carrying out the provisions of this Contract, the Delegate Agency will ensure full compliance with the following administrative requirements. Failure to comply will be grounds for suspension or termination of this Contract by the Grantee.
- a. The Delegate Agency agrees that each home base caseload is one home visitor per a maximum of 12 families.
  - b. The Delegate Agency will comply with the laws of Section 504 of the Vocational Rehabilitation Act, 29 U.S.C.A. § 794 (2008) regarding accessibility for persons with disabilities.
  - c. Enrollment: The Delegate Agency will enroll a minimum of 60 EHS children and pregnant mothers on the first day of class and replace drops within thirty (30) days of the official drop date. The Delegate Agency will comply with the Enrollment and Attendance Policies as set forth in the Performance Standards and Head Start Act.

PART III. SPECIAL TERMS AND CONDITIONS FOR GOVERNING THE CONTRACT BETWEEN THE HEAD START GRANTEE AGENCY AND THE DELEGATE AGENCY CONTRACTOR

1. Certification of Accounting System: The Delegate Agency must have complied with any previous year's audit recommendations to the satisfaction of the Grantee before funds will be released under this Agreement. It is expressly understood that the Grantee will release no funds to the Delegate Agency after July 1, 2026 until the Delegate Agency complies with this requirement.

2. Financial Reports:

- a. Subject to receipt of funds from HHS, the Agency shall make payment under this Contract in accordance with the following method, such payment to be made upon presentation of a completed Exhibit III, Statement of Expenditures, by the Delegate Agency, and verification by the Agency, prior to verification by an auditor in the employ of the Agency, shall be subject to adjustment upon such verification.
- b. The Delegate Agency agrees to submit a complete and accurate Exhibit III monthly to the Agency, with back-up documentation and a letter of transmittal by an authorized official, according to the 2025-2026 Reporting Schedule (See Attachment A).
- c. The Delegate Agency agrees to submit together with the final Exhibit III on July 30, 2026 a letter of transmittal indicating that those documents submitted are the final reports of the program.
- d. The Delegate Agency also agrees that payment for the final Exhibit III of the Program will not be made until the contractual reports have been reviewed and approved.
- e. It is expressly understood and agreed that in no event will the total amount to be paid to the Delegate Agency under this Agreement exceed **\$740,896** for Early Head Start for full and satisfactory performance.

3. Role of Policy Committee/Council: The Delegate Agency agrees to operate a Center Committee, Policy Committee and send representatives to the Policy Council.

4. Summary of Financial Reporting Requirements Under This Contract:

- a. The monthly Exhibit III - Statement of Expenditures. A separate exhibit is to be submitted for the main grant (PA 25) and T&TA Grant (PA 26).
- b. Monthly record of volunteer services and other in-kind contributions as recorded on the weekly volunteer services report.

5. Summary of Reporting Requirements Due on a One Time Basis (See Attachment A Report Schedule)
6. Summary of Reporting Requirements to be Submitted to the Grantee in Accordance with the 2025-2026 Report Schedule (See Attachment A):
7. The Delegate Agency agrees to participate in all computer training and support services provided by the Grantee for the purpose of learning how to effectively use the computer as an administrative tool to the EHS Program (See Attachment B. Meeting Calendar).
8. This Agreement may be revised at any time by amendment(s) signed by duly authorized representatives of both parties, such amendment(s) becoming a permanent part of the original Agreement.
9. The Delegate Agency hereby agrees to defend, indemnify, and save harmless the Grantee from any and all claims of any nature whatsoever for damages (including personal injuries and death resulting therefrom) which may arise from the Delegate's performance of this Agreement. Provided however, that nothing contained herein shall be construed as rendering the Delegate Agency liable for acts of the Grantee's officers, agents, or employees.
10. The Delegate Agency agrees that all signs and publications used by the Delegate Agency in performing its obligations under this Agreement shall identify the Genesee County Community Action Resource Department (GCCARD) as the sponsor of this activity for that whole or part.

#### PART IV. SERVICES THE GRANTEE WILL PROVIDE TO THE DELEGATE AGENCIES:

1. Fiscal Monitoring:
  - a. Grantee office checks the Delegate Agency's monthly fiscal reports, including all Exhibit III back-up documentation, and provides reimbursement if reports are in order,
  - b. Grantee office compiles fiscal reports for the National and Regional Head Start offices.
  - c. Grantee verifies that Exhibit III's reflect actual expenses to the EHS Program. (A minimum of two times per year)



2. Policy Council:

- a. Grantee trains the Policy Council members in their responsibilities to work for children and families in the total Genesee County Early Head Start Program.
- b. Grantee trains members on their rights and responsibilities as Early Head Start parents.
- c. Grantee provides ongoing "How to Conduct Meetings" training to executive board members.
- d. Grantee meets monthly with the Policy Council to ensure that programs are operating smoothly and information is being dispersed.
- e. Grantee types and disperses Policy Council agendas, minutes, and other necessary information.

3. Health Advisory Board:

- a. Grantee is responsible for recruiting and appointing Advisory Board members.
- b. Grantee conducts training for new Advisory Board memberships.
- c. Grantee meets with the Advisory Board members at least three (3) times per year. Grantee helps to facilitate these Advisory Board meetings, as well as all necessary Health subcommittee meetings.
- d. Grantee types minutes, agendas, and other necessary information for the Health Advisory Board.

4. Recruitment:

- a. Grantee assists delegates in the recruitment of children via local newspaper advertisements, pamphlets, television and radio announcements, community posters, etc.

5. Community Needs Assessment:

- a. Grantee conducts a comprehensive Community Needs Assessment every four (4) years.
- b. Grantee updates the Community Needs Assessment annually.
- c. Grantee provides and distributes technical assistance in the use of the Community Needs Assessment.

6. Monitoring Program Performance and Providing Technical Assistance:

- a. Grantee observes and monitors classrooms, buildings, playgrounds, buses, spot-checks records, attendance, lesson plans, student folders, etc., to determine program performance and types of technical assistance and corrective action needed.
- b. Grantee monitors progress of service areas by spot-checking and tracking monthly reports to the original referrals.
- c. Grantee periodically attends parent workshops, orientations, parent committee meetings, and other parent trainings in order to monitor performance and compliance and determine types of technical assistance needed.
- d. Grantee spot-checks administration records, including fiscal, to monitor and determine compliance and types of technical assistance needed.
- e. Grantee is responsible for monitoring all programs to ensure that each program has developed protocols/processes to ensure compliance with the Head Start Performance Standards.

7. Monitoring Review:

Grantee, with the Policy Council, coordinates the Total Program Yearly Monitoring Review, including monitoring of the Action Plans and verifying compliance.

8. Record Keeping:

- a. Grantee coordinates the record keeping forms, which are to be uniform throughout the county to ensure that necessary information is gathered. Grantee updates these forms on an as-needed basis from input by Head Start Directors and appropriate Coordinators. Forms include: Enrollment Application, Family Interest Survey, Health History, Nutrition/Diet Assessment, Mental Health Referrals, Average Daily Attendance forms, monthly Social Service forms, Parent Involvement forms.
- b. Grantee monitors the student enrollment applications to ensure that necessary information

is completed, full enrollment is met and maintained, and the number of over-income children does not exceed 10% of total enrollment.

- c. Grantee monitors and analyzes the monthly and quarterly reports submitted to the Head Start office. Technical assistance is provided if reports indicate that assistance is needed.

9. Meetings: Grantee conducts meetings for Program Directors and Service Staff to provide opportunities for information exchange and technical assistance.

10. Program Calendar (Attachment B):

- a. Grantee schedules Total Program meeting dates including workshops, Director meetings, Coordinator meetings, Policy Council and Policy Council Subcommittee meetings (i.e., by-laws, personnel program planning and evaluation, etc.).
- b. The Grantee develops the calendar that details due dates for forms submitted to the Central Office or input in the computer.

11. Grant Application:

- a. Grantee is responsible for review and compilation of Delegate Program Grant applications and submission of these applications to the Regional Office in accordance with stated due dates.
- b. Grantee meets with Delegate regarding grant instructions.
- c. Grantee assists and reviews budgets and narratives of Delegate Agency's Programs.
- d. Grantee is responsible for final compilation of all grants into one package.
- e. Grantee is responsible for meeting with Delegate regarding opportunities for grant funds as funds become available.

12. Computer Assistance:

- a. Grantee studies the computer hardware and software and makes suggestions to improve the Total Program Tracking System.
- b. Grantee provides technical assistance for use of the hardware and software packages.

### 13. Nutrition Services:

Grantee coordinates the total nutrition services for the Delegate Programs, including:

- a. Providing nutrition training for staff, parents, and food staff personnel.
- b. Reviewing breakfast, lunch, and snack menus on a monthly basis to ensure that EHS Nutritional Guidelines are met.
- c. Observing every classroom at least once during the Program Year to review nutrition lesson plans, observe family service, etc.
- d. Counseling families of overweight, underweight, and anemic children.
- e. Publishing of a parent/staff newsletter to provide nutrition information.
- f. Providing, as necessary, nutrition technical assistance and corrective action plans for areas in which improvement is needed.

### 14. Mental Health Services:

Grantee coordinates the total Mental Health Services for the Delegate Programs, including:

- a. Providing a cluster/home visit observation schedule of sufficient frequency that atypical behavior is identified.
- b. Reviews each child's social/emotional screening to determine if further follow-up is needed.
- c. Observing specific children upon request.
- d. Writing Action Plans for the home visitors to use for children as appropriate.
- e. Counseling families on a short-term basis.
- f. Making community referrals (including follow-up) for families requiring long term counseling.
- g. Providing mental health workshops to parents and staff for mental health training.
- h. Publishing of a parent/staff newsletter to provide mental health information.
- i. Provide Reflective Supervision to EHS staff upon request of the manager.

15. Problem-Solving and Conflict Resolution:

Grantee, either as identified or upon request from the delegates:

- a. Assists in developing solutions to programmatic or fiscal problems of the Delegate Agency.
- b. Meets with Delegate Superintendents and other officials in order to assist the Delegate Agency in meeting Performance Standards or grant requirements.
- c. Assists in resolving conflict between the Delegate Agency's Staff, community, or parents (only after the Delegate has exhausted their remedies).

IN WITNESS WHEREOF, the Grantee and the Delegate Agency have executed this Agreement as of the date first above written.

GENESEE COUNTY BOARD OF COMMISSIONERS:

\_\_\_\_\_ by \_\_\_\_\_  
Date DELRICO LOYD, Chairperson  
Genesee County Board of Commissioners

BEECHER BOARD OF EDUCATION

\_\_\_\_\_ by \_\_\_\_\_  
Date JENDAYI GARDNER, Ph.D., Superintendent  
Beecher Board of Education

**GCCARD EARLY HEAD START  
REPORTING SCHEDULE FOR BEECHER DELEGATE PROGRAM  
2025-2026**

**July 7, 2025**

\_\_\_\_\_ 1 Heights and Weights must be entered into COPA

**August 1, 2025**

\_\_\_\_\_ 1 July Enrollment Report (Submitted electronically to HS Secretary)  
Staff List (names, addresses and phone numbers) put "unlisted" if staff do not want this  
\_\_\_\_\_ 2 information shared with other staff.  
\_\_\_\_\_ 3 New children, family data and health information entered into COPA tracking system.

**August 4, 2025**

\_\_\_\_\_ 1 July Exhibit III, with all back-up documentation, (submit electronically).  
\_\_\_\_\_ 2 July Credit Card Expenses (submit electronically to HS Secretary).  
\_\_\_\_\_ 3 July Meal Counts (submit electronically to HS Secretary)  
\_\_\_\_\_ 4 July Special Needs Report (submit electronically to HS Secretary)  
Program calendar that indicates when operational, holidays, breaks, etc. (submit electronically to  
\_\_\_\_\_ 5 Associate Program Specialist and bring copy to our office)  
\_\_\_\_\_ 6 Heights and Weights must be entered into COPA

**September 2, 2025**

\_\_\_\_\_ 1 August Enrollment Report (Submitted electronically)

**September 8, 2025**

\_\_\_\_\_ 1 August Exhibit III, with all back-up documentation (submit electronically).  
\_\_\_\_\_ 2 August Credit Card Expenses (Submit electronically to HS Secretary)  
\_\_\_\_\_ 3 August Meal Counts (Submit electronically to HS Secretary)  
\_\_\_\_\_ 4 July and August Average Daily Attendance and Monthly Home Visit Report - Send COPA reports  
\_\_\_\_\_ 5 August Special Needs Report (submit electronically to HS Secretary)  
\_\_\_\_\_ 6 Heights and Weights must be entered into COPA  
\_\_\_\_\_ 7 Audit

**September 17, 2025**

\_\_\_\_\_ Family Needs/Strengths Survey and Partnership/Goal Building Form, as well as Family Goals  
\_\_\_\_\_ 1 entered into COPA  
\_\_\_\_\_ 2 Parent/Teacher Conference Form (Blank forms)  
\_\_\_\_\_ 3 Social Service forms that you will be using for direct services, phone calls, referral and follow  
through services. (Other than the social service report form)  
\_\_\_\_\_ 4 Copies of the screening and assessment instrument you will be using.  
\_\_\_\_\_ 5 LEA Contracts (Disability)  
\_\_\_\_\_ 6 Transition Plans  
\_\_\_\_\_ 7 Curriculum Plan  
\_\_\_\_\_ 8 Child Outcomes Plan  
\_\_\_\_\_ 9 Program Committee By-Laws  
\_\_\_\_\_ 10 Program Monitoring Plan  
\_\_\_\_\_ 11 Names, positions, titles, salaries and date of hire into the Early Head Start program of all staff  
members who participate in the fulfillment of obligations under this contract, notwithstanding that  
the particular staff member may receive his/her salary wholly or partially from funds other than  
those provided by the Grantee. Any changes hereafter should be submitted no later than 15 days  
from the date on which the change has occurred.  
\_\_\_\_\_ 12 Name of all EHS Teachers and Associate Teachers, Home Visitors stating one of the following:  
a Degree in Early Childhood  
b ZA Endorsement  
c CDA  
\_\_\_\_\_ 13 Name of all other Early Head Start staff stating highest degree and major.  
\_\_\_\_\_ 14 Complete student applications for all students in the EHS Program and income verification forms.  
\_\_\_\_\_ 15 New children, family data and health information entered into COPA tracking system.  
\_\_\_\_\_ 16 Staff List (updated)

- \_\_\_\_\_ 17 Average Daily Attendance Policy.
- \_\_\_\_\_ 18 Lesson plan form (s)
- \_\_\_\_\_ 19 Nutrition Diet Assessment (one per child).

**October 1, 2025**

- \_\_\_\_\_ 1 September Enrollment Report (submit electronically to HS Secretary)

**October 6, 2025**

- \_\_\_\_\_ 1 September Exhibit III, with all back-up documentation (submit electronically)
- \_\_\_\_\_ 2 September Credit Card Expenses (submit electronically to HS Secretary)
- \_\_\_\_\_ 3 September Meal Counts (submit electronically to HS Secretary)
- \_\_\_\_\_ Early Head Start Parent Organizational Profile (Names and Addresses of Policy Committee Members and Parent Representatives to Policy Council)
- \_\_\_\_\_ 4
- \_\_\_\_\_ 5 Heights and Weights must be entered into COPA

**October 15, 2025**

- \_\_\_\_\_ 1 Monthly monitoring of child file during family service meeting utilizing COPA uploaded documents
- \_\_\_\_\_ 2 First Outcomes Assessment Report (Graphs)
- \_\_\_\_\_ 3 Special Needs Report Entered into COPA.
- \_\_\_\_\_ 4 First Quarterly Reports on Program Objectives and T/TA Evaluation
- \_\_\_\_\_ 5 Completed Early Head Start applications for the relevant reporting period.
- \_\_\_\_\_ 6 New children, family data and health information entered into COPA tracking system.
- \_\_\_\_\_ 7 New applications.
- \_\_\_\_\_ Daily socialization schedule (Include staff start & end time, children's start & end time, meal times, and any teaching staff break times).
- \_\_\_\_\_ 8
- \_\_\_\_\_ 9 September Special Needs Report (submit electronically to HS Secretary)

**November 3, 2025**

- \_\_\_\_\_ 1 October Enrollment Report (Submit electronically to HS Secretary)
- \_\_\_\_\_ 2 Nutrition needs assessment of overweight, underweight, anemic, dental caries, etc.
- \_\_\_\_\_ 3 Policy statement for college reimbursement.
- \_\_\_\_\_ 4 Control sheets entered into COPA (family and child record).
- \_\_\_\_\_ 5 New Applications
- \_\_\_\_\_ 6 Sept./October Average Daily Attendance and Monthly Home Visit Report - Send COPA reports
- \_\_\_\_\_ 7 October Health Report entered into COPA
- \_\_\_\_\_ 8 October Special Needs Report entered into COPA
- \_\_\_\_\_ 9 October Special Needs Report (submit electronically)
- \_\_\_\_\_ 10 October Exhibit III, with all back-up documentation (submit electronically).
- \_\_\_\_\_ 11 October Credit Card Expenses (Submit electronically to HS Secretary)
- \_\_\_\_\_ 12 October Meal Counts (Submit electronically to HS Secretary)
- \_\_\_\_\_ 13 Sparkle Reports (submit paper copy as well as electronically to secretary)
- \_\_\_\_\_ 14 Delegate program self assessment monitoring findings
- \_\_\_\_\_ 15 Heights and Weights must be entered into COPA

**November 12, 2025**

- \_\_\_\_\_ 1 Monthly monitoring of child file during family service meeting utilizing COPA uploaded documents

**December 1, 2025**

- \_\_\_\_\_ 1 November Enrollment Report (submit electronically to HS Secretary))
- \_\_\_\_\_ 2 November Exhibit III, with all back-up documentation (submit electronically)
- \_\_\_\_\_ 3 November Credit Card Expenses (Submit electronically to HS Secretary)
- \_\_\_\_\_ 4 November Meal Counts (Submit electronically to HS Secretary)
- \_\_\_\_\_ 5 Total Program Self Assessment Corrective Action Report

**December 8, 2025**

- \_\_\_\_\_ 1 New children, family data and health information entered into COPA tracking system.
- \_\_\_\_\_ 2 New applications
- \_\_\_\_\_ 3 November Health Report entered into COPA
- \_\_\_\_\_ 4 November Special Needs Report entered into COPA



5	November Special Needs Report (submit electronically)
6	Staff List Updated
7	EHS Parent Organizational Profile Updated
8	Heights and Weights must be entered into COPA

**January 2, 2026**

1	December Enrollment Report (Submit electronically to HS Secretary)
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**January 7, 2026**

1	December Exhibit III, with all back-up documentation (submit electronically)
2	December Credit Card Expenses (Submit electronically to HS Secretary)
3	December Meal Counts (Submit electronically to HS Secretary)
4	Personnel policies approved by the Policy Committee
5	Job Descriptions for all Head Start positions approved by the Policy Committee
6	Heights and Weights must be entered into COPA
7	Monthly monitoring of child file during family service meeting utilizing COPA uploaded documents

**January 20, 2026**

1	New children, family data and health information entered into COPA tracking system.
2	New Applications
4	Nov./December Average Daily Attendance and Monthly Home Visit Report - Send COPA reports
5	December Health Report entered into COPA
6	December Special Needs report entered into COPA
7	Second Quarterly Reports on Program Objectives and T/TA Evaluation
8	December Special Needs Report (Submit electronically to HS Secretary)
9	Second Outcome Assessment Reports (Graphs)

**February 2, 2026**

1	January Enrollment Report (Submit electronically to HS Secretary)
2	January Exhibit III, with all back-up documentation (submit electronically)
3	January Credit Card Expenses (Submit electronically to HS Secretary)
4	January Meal Counts (Submit electronically to HS Secretary)
5	Heights and Weights must be entered into COPA

**February 11, 2026**

1	New children, family data and health information entered into COPA tracking system.
2	New Applications
3	January Health Report entered into COPA
4	January Special Needs Report entered into COPA
5	January Special Needs Report (Submit electronically to HS Secretary)
6	Staff List Updated
7	EHS Parent Organizational Profile Updated
8	Monthly monitoring of child file during family service meeting utilizing COPA uploaded documents

**March 2, 2026**

1	February Enrollment Report (Submit electronically to HS Secretary)
2	Delegate Programs 2026-2026 Proposal packet for EHS
3	February Exhibit III, with all back-up documentation (submit electronically)
4	February Credit Card Expenses (Submit electronically to HS Secretary)
5	February Meal Counts (Submit electronically to HS Secretary)
6	Heights and Weights must be entered into COPA

**March 11, 2026**

1	New children, family data and health information entered into COPA tracking system.
2	New Applications
3	January/February Average Daily Attendance and Monthly Home Visit Report - Send COPA reports
4	February Health Report entered into COPA
5	February Special Needs Report entered into COPA
6	February Special Needs Report (Submit electronically to HS Secretary)

_____ 7	Monthly monitoring of child file during family service meeting utilizing COPA uploaded documents
<b><u>April 1, 2026</u></b>	
_____ 1	March Enrollment Report (Submit electronically to HS Secretary)
<b><u>April 8, 2026</u></b>	
_____ 1	March Exhibit III, with all back-up documentation (submit electronically)
_____ 2	March Credit Card Expenses (Submit electronically to HS Secretary)
_____ 3	March Meal Counts (Submit electronically to HS Secretary)
_____ 4	New children, family data and health information entered into COPA tracking system.
_____ 5	New Applications
_____ 6	March Health Report entered into COPA
_____ 7	March Special Needs Report entered into COPA
_____ 8	Third Quarterly Reports on Program Objectives and T/TA Evaluation
_____ 9	March Special Needs Report (Submit electronically to HS Secretary)
_____ 10	Monthly monitoring of child file during family service meeting utilizing COPA uploaded documents
_____ 11	Heights and Weights must be entered into COPA
<b><u>May 1, 2026</u></b>	
_____ 1	April Enrollment Report (Submit electronically to HS Secretary)
<b><u>May 4, 2026</u></b>	
_____ 1	April Exhibit III, with all back-up documentation (submit electronically)
_____ 2	April Credit Card Expenses (Submit electronically to HS Secretary)
_____ 3	April Meal Counts (Submit electronically to HS Secretary)
_____ 4	Third Outcome Assessment Reports (Graphs)
_____ 5	Follow-up on Family Assessment and Goals entered into COPA
_____ 6	Heights and Weights must be entered into COPA
<b><u>May 13, 2026</u></b>	
_____ 1	Monthly monitoring of child file during family service meeting utilizing COPA uploaded documents
_____ 2	New children, family data and health information entered into COPA tracking system.
_____ 3	New Applications
_____ 4	March/April Average Daily Attendance and Monthly Home Visit Report - Send COPA reports
_____ 5	April Health Report entered into COPA
_____ 6	April Special Needs Report entered into COPA
_____ 7	Inkind reports (back up for Exhibit III, with all back-up documentation Inkind information)
_____ 8	Sparkle Reports (submit paper copy as well as electronically to secretary)
_____ 9	April Special Needs Report (Submit electronically to HS Secretary)
<b><u>June 1, 2026</u></b>	
_____ 1	May Enrollment Report (Submit electronically to HS Secretary)
_____ 2	May Special Needs Report (Submit electronically to HS Secretary)
_____ 3	Breakfast, snack and lunch menus for July
_____ 4	May Exhibit III, with all back-up documentation (submit electronically)
_____ 5	May Credit Card Expenses (Submit electronically to HS Secretary)
_____ 6	May Meal Counts (Submit electronically to HS Secretary)
_____ 7	Heights and Weights must be entered into COPA
<b><u>June 10, 2026</u></b>	
_____ 1	Monthly monitoring of child file during family service meeting utilizing COPA uploaded documents
<b><u>June 25, 2026</u></b>	
_____ 1	All data for 2025-2026 school year must be entered by 3 PM so rollover procedures can occur.
<b><u>July 1, 2026</u></b>	
_____ 1	June Enrollment Report (Submit electronically to HS Secretary)

**July 13, 2026**

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|---|---|
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|---|---|

**NOTE:**

**Home visit attendance report should include # of home visits made per family, per home visitor; # of home visits cancelled by parent and home visitor; as well as # of make-up visits per family, per home visitor.**

## 2025-2026 GCCARD HEAD START CALENDAR OF EVENTS (TENTATIVE)

**JULY**

- 1 Begin the 2025-2026 program year
- 4 **Fourth of July Holiday Observed (Office Closed)**
- 7 Heights and weights for EHS children
- 18 EHS Staff Training/Meeting (St. Michael's Conference Center)

**AUGUST**

- 4 Heights and weights due for EHS children
- 4 Coordinator's and Key Staff Retreat
- 7 Total Program Inservice Subcommittee Meeting - 1:30 p.m. (Tentative)
- 11 Head Start Preschool Teaching Staff Return
- 11 Staff "Welcome Back" training (all day training - St. Michael's Conf. Center)
- 12 Early Head Start classes resume
- 15 Return to work training videos/quizzes to be completed (virtual work day)
- 19 Parent Policy Council Meeting; 9:30 a.m.
- 25 All HS Preschool Classes Resume. These may be adjusted according to school district needs, enrollment, etc.

**SEPTEMBER**

- 1 **Labor Day Holiday (Office Closed)**
- 8 Heights and weights for EHS children
- 15 Spoke Team Meeting from 9:00 a.m. - 10:00 a.m. (this includes Education Coordinators, Family Service Staff and Mental Health Staff)
- 16 Parent Policy Council Eat and Greet - 9:30 a.m. (Tentative)
- 19 Super Day Family Engagement Event
- 29 Delegate programs begin their own self assessment.
- 30 Total Program All Coordinators Planning Meeting - 2:00 p.m. (all coordinators, including Beecher and Mott Delegates attend)

**OCTOBER**

- 3 Staff Meeting 8:30 a.m. - (St. Michael's Conference Center)
- 6 Heights and weights must be turned in to Family Service Staff for HS & EHS children.
- 7-8 MHSA Assembly Meeting, Mackinaw Island, MI
- 13 Spoke Team Meeting from 9:00 a.m. - 10:00 a.m. (this includes Education Coordinators, Family Service Staff and Mental Health Staff)
- 15 Education coordinators meeting at 8:30 a.m.
- 15 Family service meeting at 1:30 p.m.
- 21 Parent Policy Council Meeting from 9:00 a.m. - 1:00 p.m. (training of new members by past members. New members observe a Council meeting in action).
- 27-11/3 Total Program Monitoring
- 28 Total Program All Coordinators Planning Meeting - 2:00 p.m. (all coordinators, including Beecher and Mott Delegates attend)
- 31 Staff Meeting 8:30 a.m. - (St. Michael's Conference Center)
- 31 Lunch & Learn (Nutrition and Mental Health) from 12:00 - 1:00 p.m.

**NOVEMBER**

- 3 Heights and weights for EHS children
- 6 Total Program Health Advisory Board Meeting - 9:00 a.m.- (Location TBD)
- 11 **Veteran's Day Observed (Office Closed)**
- 12 Education coordinators meeting at 8:30 a.m.
- 12 Family service meeting at 1:30 p.m.
- 17 Spoke Team Meeting from 9:00 a.m. - 10:00 a.m. (this includes Education Coordinators, Family Service Staff and Mental Health Staff)
- 18 Parent Policy Council Meeting from 9:30 a.m. (Election of Officers)
- 27-28 **Thanksgiving Holiday (Office Closed)**

**DECEMBER**

- 2 Total Program All Coordinators Planning Meeting - 2:00 p.m. (all coordinators, including Beecher and Mott Delegates attend)

**2025-2026 GCCARD HEAD START CALENDAR OF EVENTS (TENTATIVE)**

- 5 Total Program Inservice - 8:00 a.m. - 4:00 p.m. - (St. Michael's Conference Center)
- 8 Spoke Team Meeting from 9:00 a.m. - 10:00 a.m. (this includes Education Coordinators, Family Service Staff and Mental Health Staff)
- 8 Heights and weights for EHS children
- 16 Parent Policy Council Meeting from 9:30 a.m.
- 17 Family service coordinators meeting 8:30 a.m. (Tentative)
- 18 Education coordinators meeting at 8:30 a.m.
- 22 Winter break begins for 42-52 week teaching staff and home visitors on December 22 at 8:00 a.m. and return at 8:00 a.m. on January 5, 2026. \*These dates are based on the majority of district calendars we have at the time our calendar is completed. These dates are tentative and may change due to program needs and the district's or colleges schedule.
- 24 **GCCARD Head Start Office Closed**
- 25 **GCCARD Head Start Office Closed**
- 31 **GCCARD Head Start Office Closed**

**JANUARY**

- 1 **GCCARD Head Start Office Closed**
- 5 42-52 week teaching staff and home visitors return from Winter Break
- 5 Heights and weights due to family service for EHS children.
- 6 Total Program All Coordinators Planning Meeting - 2:00 p.m. (all coordinators, including Beecher and Mott Delegates attend)
- 7 Education coordinators meeting at 8:30 a.m.
- 7 Family service meeting at 1:30 p.m.
- 9 Staff Meeting 8:30 a.m. - (St. Michael's Conference Center)
- 15-16 MHSA Assembly Meeting; Detroit, MI
- 19 **Martin Luther King, Jr. Day Observed (Office Closed)**
- 20 Parent Policy Council Meeting from 9:30 a.m.
- 23 Male Involvement Bowling Event (Tentative)
- 26 Spoke Team Meeting from 9:00 a.m. - 10:00 a.m. (this includes Education Coordinators, Family Service Staff and Mental Health Staff)
- 26 Individual programs begin work on their 2026-2027 proposals with their Grant Budget Planning and Evaluation Committee. Schedule local meetings and training with GBPE and Policy Committee for proposal development.

**FEBRUARY**

- 2 Heights and weights must be turned in to family service staff for EHS children.
- 3 Total Program All Coordinators Planning Meeting - 2:00 p.m. (all coordinators, including Beecher and Mott Delegates attend)
- 5 Total Program Health Advisory Board Meeting; Location TBD - 9:00 a.m.
- 6 Staff Meeting 8:30 a.m. - (St. Michael's Conference Center)
- 6 Lunch & Learn (Nutrition and Mental Health) from 12:00 - 1:00 p.m.
- 10 Total Program Monitoring Reverification of Non-compliance items thru site visits.
- 11 Education coordinators meeting at 8:30 a.m.
- 11 Family service meeting at 1:30 p.m.
- 13-16 **Observance of President's Day (Office Closed)**
- 17 Parent Policy Council Meeting from 9:30 a.m. *(Results of the Total Program Self Assessment - findings and action plan presented at this time)*
- 21 Walk for Warmth (tentative date)
- 23 Spoke Team Meeting from 9:00 a.m. - 10:00 a.m. (this includes Education Coordinators, Family Service Staff and Mental Health Staff)
- 26 Parent First Aid/CPR Training/Certification (Tentative)
- 27 Royal Ball Family Engagement Event

**MARCH**

- 2 Heights/weights due for HS and EHS children.
- 3 Total Program All Coordinators Planning Meeting - 2:00 p.m. (all coordinators, including Beecher and Mott Delegates attend)

**2025-2026 GCCARD HEAD START CALENDAR OF EVENTS (TENTATIVE)**

- 2-6 Grant, Budget Planning and Evaluation Committee Meeting; 9:30 a.m.
- 5-7 MIAEYC Annual Conference, Grand Rapids, MI
- 6 Staff Meeting 8:30 a.m. - (St. Michael's Conference Center)
- 9 Spoke Team Meeting from 9:00 a.m. - 10:00 a.m. (this includes Education Coordinators, Family Service Staff and Mental Health Staff)
- 11 Education coordinators meeting at 8:30 a.m.
- 11 Family service meeting at 1:30 p.m.
- 24 Parent Policy Council Meeting from 9:30 a.m. (Review Grant Package)
- 30-31 Spring Break for all 42-52 week teaching staff and home visitors

**APRIL**

- 1-3 Spring Break for all 42-52 week teaching staff and home visitors
- 3 **Good Friday - Office Closed**
- 6 Heights and weights due for EHS children.
- 7 Total Program All Coordinators Planning Meeting - 2:00 p.m. (all coordinators, including Beecher and Mott Delegates attend)
- 8 Education coordinators meeting at 8:30 a.m.
- 8 Family service meeting at 1:30 p.m.
- 10 Staff Meeting 8:30 a.m. - (St. Michael's Conference Center)
- 13 Spoke Team Meeting from 9:00 a.m. - 10:00 a.m. (this includes Education Coordinators, Family Service Staff and Mental Health Staff)
- 21 Parent Policy Council Meeting from 9:30 a.m.
- 28 Total Program All Coordinators Planning Meeting - 2:00 p.m. (all coordinators, including Beecher and Mott Delegates attend)

**MAY**

- TBD MHSA Assembly, Grand Rapids, MI
- 1 GCCARD HS/EHS Staff Meeting 8:30 a.m. - (St. Michael's Conference Center)
- 4 Heights and weights due for EHS children.
- 4-7 NHSA National Conference, Minneapolis, MN
- 7 Total Program Health Advisory Board Meeting; Location TBD- 9:00 a.m.
- 11 Spoke Team Meeting from 9:00 a.m. - 10:00 a.m. (this includes Education Coordinators, Family Service Staff and Mental Health Staff)
- 13 Education coordinators meeting at 8:30 a.m.
- 13 Family service meeting at 1:30 p.m.
- 19 Parent Policy Council Meeting from 9:30 a.m.
- 21 Last day for children at 42-52 week centers (This date may adjust for any center that is short on contact days).
- 25 **Memorial Day (Office Closed)**
- 26 Total Program All Coordinators Planning Meeting - 2:00 p.m. (all coordinators, including Beecher and Mott Delegates attend)
- 29 HS Preschool 42-52 week teaching staff last day; End of Year Meeting.

**JUNE**

- 1 Heights and weights due for EHS children.
- 8 Spoke Team Meeting from 9:00 a.m. - 10:00 a.m. (this includes Education Coordinators, Family Service Staff and Mental Health Staff)
- 10 Education coordinators meeting at 8:30 a.m.
- 10 Family service meeting at 1:30 p.m.
- 16 Parent Policy Council Meeting from 9:30 a.m. (tentative)
- 19 **Juneteenth - Office Closed**

**JULY 2026**

- 17 GCCARD EHS Staff Training/Meeting

**PLEASE NOTE:** Some emergency meetings may still be needed that are not planned. Some adjustments may need to be made to this schedule if additional meetings arise from the National, Regional or State level. Also, some sub-committee meetings will need to be created and scheduled for the purpose of planning, reviewing forms, etc.

## Attachment C

### Federal Award Information

1) Recipient Name:	Beecher Board of Education
2) Recipient's Unique Entity Identifier:	GE17DSMEYD88
3) Unique Federal Award Identification Number (FAIN):	05CH012299-202
4) Federal Award Date:	July 1, 2025
5) Period of Performance Start and End Date:	July 1, 2025 – June 30, 2026
6) Amount of Federal Funds Obligated by this action:	\$740,896
7) Total Amount of Federal Funds Obligated:	\$740,896
8) Total Amount of the Federal Award:	\$740,896
9) Budget Approved by the Federal Awarding Agency:	See Page 3 of Contract
10) Total Approved Cost Sharing or Matching Where Applicable:	\$185,224
11) Federal Award Project Description:	Operate an Early Head Start Program
12) Name of Federal Awarding Agency and Contact Information for Awarding Official:	Department of Health and Human Services/Administration for Children and Families
13) CFDA Number and Name:	93.600 - Head Start and Early Head Start
14) Identification of whether the award is R & D:	N/A
15) Indirect Cost Rate for the Federal Award:	\$0.00



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

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**File #:** RES-2025-1882

**Agenda Date:** 7/16/2025

**Agenda #:** 2.

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**To:** Charles Winfrey, Human Services Committee Chairperson

**From:** Pamela Coleman, GCCARD Director

**RE:** Approval of an agreement between Genesee County and the Charles Stewart Mott Community College, in an amount not to exceed \$157,760.00, to provide for an Early Head Start Program at Mott Community College; the term of this agreement is July 1, 2025 through June 30, 2025; the cost of this agreement is fully grant funded and will be paid from account 2801-698.11-801.004

### **BOARD ACTION REQUESTED:**

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to enter a Delegate Contract between Genesee County and Charles Stewart Mott Community College in an amount not to exceed \$157,760.00, with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

### **BACKGROUND:**

This Delegate Contract with Charles Stewart Mott Community College is for the operation of an Early Head Start (EHS) Program at the Mott Community College Early Childhood Learning Center from July 01, 2025, through June 30, 2026. At least 8 infants and children are to be enrolled in classroom services with additional services like Health, Social Services, Parent Involvement, Family Engagement, Nutrition, and Mental Health to be provided.

### **DISCUSSION:**

Charles Stewart Mott Community College shall operate an Early Head Start Program approved per Genesee County and the Department of Health and Human Services Administration for Children and Families policies and procedures. Funds issued to the Delegate Agency for the operation of an EHS program shall not exceed \$157,760.00 and the Delegate Agency, "shall obtain in-kind contributions in the amount of \$39,440.00."

### **IMPACT ON HUMAN RESOURCES:**

There will be no impact on Human Resources.

### **IMPACT ON BUDGET:**

Reimbursements for actual costs incurred to Charles Stewart Mott Community College are to be paid from fund number 2801-698.11-801.004. **No General Fund appropriation is being requested.**

### **IMPACT ON FACILITIES:**



There will be no impact on facilities.

**IMPACT ON TECHNOLOGY:**

There will be no impact on technology.

**CONFORMITY TO COUNTY PRIORITIES:**

This memorandum conforms to Genesee County's priorities of Healthy, Livable, and Safe Communities and Community Growth as we strive to support low-income children, pregnant individuals, and their families in Genesee County. Early assistance with physical health, mental health, and education creates a more stable environment for our youngest residents to grow and learn, setting Head Start enrollees up for success from k-12 and onward.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Genesee County Community Action Resource Department (GCCARD) to authorize entering into a Delegate Contract between Genesee County and Charles Stewart Mott Community College, whereby the contractor will provide an Early Head Start program at the Mott Community College Early Childhood Learning Center, for the term commencing July 1, 2025, through June 30, 2026, at a total cost not to exceed \$157,760.00 to be paid from account 2801-698.11-801.004, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the July 16, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.



## **LEGISTAR SUBMISSION CHECKLIST\***

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

### **DOES THE PROJECT NEED A CONTRACT?**

**1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)**

Yes: \_\_\_\_ (Go to Question 2)

No: \_\_\_\_ (Go to Question 4)

**2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?**

Yes: \_\_\_\_ This project requires a contract, skip to the contracts section.

No: \_\_\_\_ (Go to Question 3)

**3) Has the vendor presented a document for the county to sign?**

Yes: \_\_\_\_

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: \_\_\_\_

- Use a **Purchase Order** You do not need to complete the remainder of this form.

**4) Is this a request for services, an IT submission, or construction work?**

Yes: \_\_\_\_ This project requires a contract, skip to the contracts section.

No: \_\_\_\_ Contact Corporate Counsel office prior to submitting into Legistar.

## **CONTRACTS**

**\* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. \* If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

**1) Is this a new contract or a renewal/extension? \_\_\_\_\_**

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

**2) How is the contract funded?**

- a. Budgeted or General Funds: \_\_\_\_\_(Go to Question 3)
- b. Grant Funded: \_\_\_\_\_(Go to Question 4)
- c. Millage Funded: \_\_\_\_\_ (Go to Question 5)

**3) What is the vendor providing?**

- a. Services: \_\_\_\_\_
  - Use the **Professional Service Contract Template**
- b. Construction/Physical Building Altercation/Remodel \_\_\_\_\_
  - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

**\* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. \***

**4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient**

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

**5) Is this a new contract/agreement?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

- a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?

If **yes**, use the template/previous agreement.

If **no**, contact Corporate Counsel regarding template/previous agreement.

**6) Is a contract that is not a County prepared contract being submitted for review?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

- a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

\* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.

**HEAD START DELEGATE CONTRACT  
FOR THE CONDUCT AND ADMINISTRATION OF  
THE EARLY HEAD START PROGRAM (IN THREE PARTS)**

**PART I: AGREEMENTS**

This Agreement, entered into as of the first day of July 2025, by and between the County of Genesee, Michigan, a Michigan Municipal Corporation acting by and through the Genesee County Community Action Resource Department (GCCARD), 1101 Beach Street, Flint, Michigan 48502, hereinafter referred to as the "Grantee" and the Delegate Agency, Charles Stewart Mott Community College (UEI/DUNS: XA83XLJ4ENX5/020095311), 1401 E. Court St., Flint, Michigan, 48503, Genesee County, State of Michigan, hereinafter referred to as the "Delegate Agency."

WITNESSETH THAT:

Whereas, the Grantee is scheduled to receive a Grant from the Department of Health and Human Services/Administration for Children and Families (CFDA NO. 93.600), Executive Office of the President of the United States (hereinafter referred to as the HHS/ACF), said Grant designated as Early Head Start Grant No. 05CH012299-201 on the first day of July 2025, and

WHEREAS, pursuant to said Grant the Grantee is undertaking certain activities; and

WHEREAS, the Grantee and the Delegate Agency agree to render certain mutual assistance in these undertakings;

Now, therefore, the Grantee and the Delegate Agency do mutually agree as follows:

The Delegate Agency shall, in a satisfactory and proper manner as determined by the Grantee, perform the following:

1. Operate an Early Head Start Program according to the work program and attachments as submitted to and approved by the Grantee and HHS/ACF policies and/or procedures and all general and special conditions stated in this contract. The policies and/or procedures include,

but are not limited to, performance standards, self-assessment validation instruments, memos and letters from the National, Regional and Grantee office, 45 CFR, Parts 75 & 87, 2007 Head Start Act, Federal Funding Accountability and Transparency Act of 2006, 2 CFR 200, and Federal Registers pertaining to the Early Head Start Program. The Delegate Agency may make no change in its work program without prior written approval of the Grantee. The work program referenced here includes the Grant Application, Grantee and Local Performance Standard Plans.

If there are any conflicting regulations that exist or come to exist between the local district's union contract or board policy, the Federal Regulation, grantee work plan or any other requirements herein stated, the local rule shall be waived in favor of the rule issued by HHS/ACF or Grantee.

2. The Delegate Agency shall commence performance of this contract on the first day of July 2025, and shall complete performance no later than the last day of June, 2026.
3. The Delegate Agency shall maintain such records and accounts including property, personnel, and financial records as are deemed necessary by the Grantee and/or by HHS/ACF to assure a proper accounting for all Program funds, both federal and non-federal shares.
4. It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the maximum sum of **\$157,760** for all services rendered for Early Head Start. The Delegate Agency's approved budget is found in Section 5. Any changes of amount in excess of 10% within or between categories must have approval of the Policy Council and Grantee. The Personnel and Fringes categories A & B combined cannot exceed 10% of the amounts stated without the prior approval of the Grantee.

## SECTION 5 - BUDGET CATEGORIES – MOTT COLLEGE EARLY HEAD START

	GRANT PROGRAM, FUNCTION OR ACTIVITY	
5. Object Classification Category	(1) PA-25	
a. Personnel	\$19,131	
b. Fringe Benefits	\$9,182	
c. Travel	\$0.00	
d. Equipment	\$0.00	
e. Supplies	\$7,000	
f. Contractual	\$117,847	
g. Construction	\$0.00	
h. Other	\$4,600	
<b>TOTALS</b>	<b>\$157,760</b>	

**EHS In-kind Total: \$39,440**

6. The Delegate Agency shall obtain in-kind contributions in the amount of **\$39,440**. Early Head Start grant subject to receipt of funds from HHS/ACF. The Grantee shall make payment under this Contract in accordance with standard operating procedures outlined by the Grantee.
7. In the event that Supplemental Grant awards are approved by HHS/ACF for the Delegate Agency, an addendum to the Contract will be written and all conditions of additional awards are applicable.
8. It is expressly understood that the administrative cost to operate this grant may not exceed 10% of the Delegate Agency's total grant. This is the percentage that was indicated in the Delegate Agency's grant application that it would cost to administer the program.
9. The Delegate Agency agrees to assist the Grantee in complying with all of the conditions governing Grants under the Head Start Act.
10. The Delegate shall in a satisfactory manner as determined by the Grantee perform the following activities for the Early Head Start Program:
  - a. A minimum of 8 Early Head Start children between 0-3 (infants and toddlers) must be enrolled in full day sessions, 4 days per week, 7.5 hours per day, 184 days per year as outlined in the Head Start Performance Standards.
  - b. In addition to the classroom services, the following family services will be provided, as further described in Part II, Section 23: Health, Social Services, Parent Involvement, Family Engagement, Nutrition, Mental Health, Career Development and Program Administration. These services will center around Child Development and Health Services, Community and Family Engagement and Program Design and Management.

**PART II. TERMS AND CONDITIONS GOVERNING CONTRACTS BETWEEN THE HEAD START GRANTEE AGENCY AND THE DELEGATE AGENCY CONTRACTOR.**



In addition to any conditions specified in Part I, this Contract is subject to all of the Federal and/or State conditions listed below. Waiver of any of these conditions must be upon the express written approval of an authorized representative of the Department of Health and Human Services/Administration for Children and Families, and such waivers shall be made a part of this Contract.

1. Suspension and Termination of this Contract by the Grantee: If the Grant from HHS/ACF under which this Contract is funded is terminated by HHS/ACF, the Grantee shall have the right to terminate this Contract by giving written notice to the Delegate Agency and specifying the effective date thereof. The Grantee may also terminate the Contract for a reason that is not arbitrary or capricious, subject to the appeal procedures set forth below in Part II, Section 3.
2. Suspension and Termination of this Contract by the Delegate Agency: If the Delegate Agency is unable or unwilling to comply with any additional conditions as may be lawfully applied by HHS/ACF to the Grantee, the Delegate Agency shall terminate the Contract by giving written notice to the Grantee ninety (90) days in advance of such termination, specifying the effective date thereof. In the event of termination by either party, all property and finished or unfinished documents, data, studies and reports purchased or prepared by the Delegate Agency under this Contract shall, at the option of the Grantee, be transferred or conveyed to the Grantee. The Delegate Agency shall be entitled to compensation for any un-reimbursed expenses necessarily incurred in satisfactory performance of the Contract. Notwithstanding the above, the Delegate Agency shall not be relieved of its liability to the Grantee for any damages sustained by the Grantee by virtue of a breach of the Contract by the Delegate Agency for the purpose of set-off, until such time as the exact amount of damages to the Grantee from the Delegate Agency is agreed upon or otherwise determined.

3. Appeal Procedures for Delegate Agency: Appeal procedures for termination of the delegate is as follows:
1. A grantee must notify a delegate agency in writing of its decision to terminate its agreement with the delegate agency explaining the reasons for its decision and the delegate agency has the right to appeal the decision to the grantee within 10 work days after receipt of the notice.
  2. The grantee has 20 days to review the written appeal and issue its decision.
  3. A grantee may not terminate the operation of a delegate agency on the basis of defects or deficiencies in the operation of the program without first:
    - a. Notifying the delegate agency of the defects and deficiencies;
    - b. Providing, or providing for, technical assistance so that defects and deficiencies can be corrected by the delegate agency; and
    - c. Giving the delegate agency the opportunity to make appropriate corrections.
  4. The Grantee shall notify the responsible HHS official about an appeal and the Grantee's decision. Part 1304.6 of the Head Start Performance Standards details the appeal procedures delegates have and may follow if the appeal necessitates further action by HHS.
4. Changes in this Contract: The Grantee may, from time to time, request changes in the scope of the services of the Delegate Agency to be performed under this Contract. Such changes, including any increase or decrease in the amount of the Delegate Agency's funding level which are mutually agreed upon by and between the Grantee and the Delegate Agency, must be incorporated in written amendments to this Contract.
5. Reports, Records and Inspections: The Delegate Agency shall submit financial, program progress, evaluation, and other reports as required by the Grantee, and shall maintain such property, personnel, financial and other records and accounts as are deemed necessary. The

Delegate Agency shall permit on-site inspections by Grantee or HHS representatives and shall require employees and board members to furnish such information as, in the judgment of the Grantee or HHS/ACF representatives may be relevant to a question of compliance with Contract conditions and directives applicable to Head Start or to the effectiveness, legality, and achievements of the program. All of these records will be made available for audit or inspection purposes to the Controller General of the United States, and will be retained for three (3) years after the expiration of this Contract unless written permission to destroy them is received from both the Grantee and HHS/ACF, with the following qualifications:

- a. Records shall be retained beyond the three (3) year period if audit findings have not yet been resolved.
  - b. Records for non-expendable property which was acquired with Federal funds shall be retained for three (3) years after its final disposition.
  - c. When Grantee records are transferred to or maintained by HHS/ACF, the three (3) years retention requirement is not applicable to the Delegate Agency.
6. Contract Related Income: The Delegate Agency is accountable to the Grantee for any income generated by activities performed under this Contract. Such income may be produced by the services of individuals, or by employing equipment and facilities, royalties and profits from publications, films, or similar materials, or general services of the Delegate Agency institution. All income, other than interest earned (see "C" below) and fees collected during the contract period shall be retained by the Delegate Agency, and in accordance with the Contract Agreement shall be:
- a. Added to funds committed to the program by the Grantee and the Delegate Agency and be used to further eligible program objectives.
  - b. The Delegate Agency is required to maintain records of the receipt and disposition of the income in the same manner as required for the funds provided by the Contract which gave

rise to the income.

- c. Interest Earned: The amounts earned on Contract funds, with the following exception, must be returned to HHS. State governments and any agency or instrumentality of a State, however, will not be held accountable for interest earned on Contract funds pending their disbursement for program purposes.
7. Mileage Expenses: Expenses charged for local travel shall not exceed those which would be allowed under the rules of the United States Government official travel. The rules can be found at 41 C.F.R. Part 301-10. The Delegate Agency agrees that any reimbursements for travel by its employee shall not include home to work site travel.
8. Expenses Disallowed: No Contract funds shall be expended for:
  - a. Any expenses other than those necessarily incurred in the performance of this Contract as called for in the approved program budget, or those approved prior to said expense by the Grantee.
  - b. The cost of meals for employees or officials of the Delegate Agency, except when on travel status, or when the employee is participating in an allowable program activity where Grant funds have been authorized to provide food to program participants (other than employees), and the employee is required by his/her job duties to take part in the activity.
9. Disposal of Property: If property is acquired with Contract funds, the property shall be disposed of only with the expressed written approval of the Grantee.
10. Publication and Publicity: The Delegate Agency agrees that all stationery, information releases, pamphlets or brochures, reports of activities or other materials prepared and/or distributed by the Delegate Agency in conjunction with services performed pursuant to this Agreement shall identify the Genesee County Community Action Resource Department (GCCARD) as the sponsor of the program.

11. Copyrights: If the Contract results in a book or other published materials, the author is free to copyright the work, but HHS/ACF reserves a royalty free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all such copyrighted material and any material which can be copyrighted resulting from the Contract.
12. Labor Standards: All laborers and mechanics employed by contractors or subcontractors in the alteration, or repair, including painting or decorating of projects, buildings, and works which are federally assisted under this Contract shall be paid wages at rates not less than those prevailing or similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-5).
13. Patents: Any discovery or invention arising out of, or developed in the course of, work aided by this Contract, shall be promptly and fully reported to the Grantee for transmittal in accordance with HHS directives (45 CFR, Subtitle A.).
14. Discrimination Prohibited: No person shall, on the ground of race, creed, color, national origin, sex or disability condition, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract. The Delegate Agency will comply with the regulations promulgated by HHS/ACF, pursuant to the Civil Rights Act of 1964, and with directions of the Grantee in furtherance on non-discrimination.
15. Discrimination in Employment Prohibited: The Delegate Agency will not discriminate against any employee employed in the performance of this Contract or against any applicant for employment, because of race, color, creed, national origin, age, sex or disability condition. The Delegate Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, age, sex or disability condition. This requirement shall apply to, but not be limited to, the following:

Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Delegate Agency shall comply with all applicable statutes and Executive Orders on equal employment opportunity, and this Contract shall be governed by the provisions of all such statutes and Executive Orders, including enforcement provisions, as set forth in HHS/ACF directives.

16. Covenant Against Contingent Fee: The Delegate Agency warrants that no person or Agency or other organization has been employed or retained to solicit or secure this Contract upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the Grantee shall have the right to annual compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.
17. Political Activity Prohibited: None of the funds, materials, property, or services contributed by the Grantee or the Delegate Agency under this Contract shall be used during the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.
18. Religious Activity Prohibited: There shall be no religious worship instruction or proselytization as part of or in conjunction with performance of this Contract.
19. Compliance with Local Laws: The Delegate Agency shall comply with all applicable laws, ordinances, and codes of State and local governments.
20. Income Requirements: At least ninety (90%) percent of the children selected for the Early Head Start program will be from families whose income falls within the HHS Income Guidelines for 2025.

21. Special Conditions on Volunteer Services: Volunteer hours can be valued at the minimum wage or consistent with those regular rates paid for similar work in the local labor market. This may be included if they are volunteering their services for work on the program which someone would otherwise have to be hired to perform.

Services will not be treated as partially volunteered. No services for which a person is compensated, even though the compensation may be low, shall be treated as volunteered.

22. Head Start Recruitment/Enrollment Boundaries/Service Area: The per pupil funding received is to service residents living in Genesee County. The permanent address of the custodial family must be verified and used when enrolling an EHS family. Services are to be provided by the Mott Community College Early Childhood Learning Center.

23. Special Program Requirements: In carrying out the provisions of this Contract, the Delegate Agency will maintain full compliance with all program requirements. Failure to comply will be grounds for suspension or termination of this Contract by the Grantee:

a. Health Services: The Delegate Agency will provide a health program that will include a well baby exam for children age 1 month through 30 months and a complete physical for 3 year old children in accordance with the EPSDT time frames and requirements. Provisions will be made by the Delegate Agency to follow-up if treatment is indicated. Other health services such as dental screenings, fluoride varnishes, immunizations, etc. as identified in the Performance Standards will also be followed.

b. Mental Health Services: The Delegate Agency agrees to work with the GCCARD Infant Mental Health Coordinator to provide mental health services as outlined in the Performance Standards. The Delegate Agency shall be responsible for the identification and reporting of child abuse and neglect as designated by the Child Protection Law.

- c. Disability Services: The Delegate Agency agrees to be responsible to provide full EHS services to children with disabilities. The Delegate Agency agrees to hold Individualized Service Plan conferences with parents of children diagnosed with disabilities within thirty (30) days of the diagnosis. The Delegate Agency agrees to service a minimum of ten (10%) percent diagnosed children with disabilities in the EHS Program. These children should be diagnosed by mid year.
- d. Education Services: The Delegate Agency must provide activities based on a sound, developmental, literacy rich infant and toddler curriculum and organized in accordance with the Head Start Performance Standards and provisions related to child outcomes from Head Start's 2007 Re-authorization Legislation.

The Delegate Agency agrees to:

1. Write daily lesson plans.
2. Designate a staff person to review such plans regularly.
3. Maintain anecdotal records on all children.
4. Include health and nutrition in plans each month.
5. Write individualized education plans for each child with special needs.
6. Administer locally selected developmental and behavioral screenings and use the COR Assessment for each child in the Early Head Start Program, tracking the assessment a minimum of three times during the school year and analyze data and compare to the program's local, state and national school readiness established goals.
7. Individualize lessons in accordance with the results of the assessment.
8. Do at least two academic home visits and two parent teacher conferences per year and report on designated forms.



9. Conduct monthly staff/in-service meetings. Copies of the agendas, attendance and minutes of meetings are to be on file at the local program for review by the Central Office.
10. Submit cumulative results of child outcomes at the midpoint and at the end of the program year to the Central Office. This should show progress or lack of for each of the domains/indicators measured.
- e. Social Services: The Delegate Agency will provide Social Services, which, at a minimum, identifies and arranges for the professional treatment of those family conditions which may seriously interfere with the development of the child, or which may prevent the attendance or full participation of the child and parents in the program, and which provides for referrals to relevant social services agencies. All referrals shall be followed up. A Family Needs and Strength Survey will be completed and on file for each family enrolled in the program within ninety (90) days of enrollment. Records substantiating these services must be maintained.
- All families must have the opportunity to develop a family partnership agreement with a designated staff assigned as a family partner. Families not interested should be asked to sign a family partnership agreement indicating they are not interested. All partnership agreements are to be on file at the local program.
- f. Parent Involvement/Engagement: The Delegate Agency will provide for opportunities for parent engagement including parent teacher conferences, home visits, participating in parent meetings and trainings, and the option to volunteer in the classroom. The Delegate Agency will operate a parent policy committee in accordance with 1301.3 of the Performance Standards (Program Governance) and will work with the Grantee to have parents and community representatives from the program represented on the Policy

Council in accordance with the Policy Council Bylaws. The Delegate Agency will also conduct an EHS orientation, provide for regular parent education and conduct a Parenting Curriculum session. Times of these activities need to be so scheduled as to meet the various schedules of families.

- g. Nutrition Services: The Delegate Agency agrees to work with the GCCARD Nutrition Coordinator to provide nutrition services. The Delegate Agency agrees to submit nutrition assessment data on overweight, underweight and anemic children, and assist Nutrition Coordinator in the follow-up on these cases. The Delegate Agency agrees to meet 1/3 - 1/2 of the daily nutritional needs of children from birth to age 3 per Head Start Guidelines. Breakfast, snack and lunch menus will be submitted monthly to the Nutrition Coordinator. Each teacher will include food or nutrition related learning activities in their lesson plans each month.
- h. Human Resource Development: The Delegate Agency must ensure that the following conditions will be adhered to as regards to hiring:
  - 1. Special preference will be given to hiring Head Start parents (past or present) for the position for which they qualify.
  - 2. Any new lead teacher hired after June 30, 2013 must have a Bachelors Degree in Early Childhood Education with coursework in infant/toddler development. The lead teacher has the overall responsibility for the classroom. This responsibility includes implementation of the High Scope Curriculum and COR Assessment, lesson plans, paperwork, classroom orders, inventories, scheduling of home visits and parent/teacher conferences, etc. The lead teacher also has primary care giving responsibilities for 4 children and directs the second teacher in the classroom.
  - 3. EHS Associate Teacher (second Teacher) – this teacher must have either an Associate Degree in ECE or an Infant/Toddler CDA. This teacher assists the lead

teacher in carrying out all requirements and also has primary care giving responsibilities for 4 children.

4. Monitoring will be carried out in the following manner:
  - a. Teachers transcripts and certifications will be sent to the Grantee, by the Delegate Agency, and retained as a means of verifying Early Childhood certification.
  - b. If the Delegate does not live up to the terms of this Agreement, the following steps will be taken:
    1. A meeting will be set up between the Delegate and the Grantee to discuss the violation.
    2. If no resolution is reached, a recommendation, from the Grantee, will be made to suspend the program.
5. The Grantee may, upon reasonable notice to the Delegate, suspend the program either in whole or in part. The suspension shall not be more than fifteen (15) working days to correct any portion(s) of the conditions specified in this Agreement.
  - a. Any costs incurred by the Delegate Agency during a suspension period will be deemed "disallowed cost," and will not be reimbursable or recoverable under this Agreement. These non-recoverable costs include, but are not limited to, salaries, wages, fringes, rentals, etc.
6. Early Head Start Family Service Coordinators hired after June 30, 2013 will have one of the following credentials.
  - a. MSW/ACSW or a Masters in counseling or psychology.
  - b. B.A. in Social Work, Counseling or Psychology.
7. Early Head Start Health Coordinators will have a Bachelor Degree in Community Health Care or a related field or be a registered or licensed nurse.
8. Early Head Start Education Coordinators will have a Bachelor's or higher in Early Childhood Education or B.A. or B.S. in Elementary Education with a minimum of twelve

(12) credit hours in Early Childhood Education and two (2) years of verifiable teaching experience in preschool or early childhood programs with knowledge, training and/or experience in the laws and mechanics of obtaining special education services.

9. The Delegate Agency will provide to the Grantee a complete copy of their active personnel policies and all current Head Start job descriptions.

24. Special Administrative Requirements: In carrying out the provisions of this Contract, the Delegate Agency will ensure full compliance with the following administrative requirements. Failure to comply will be grounds for suspension or termination of this Contract by the Grantee.

- a. The Delegate Agency agrees that the EHS classroom will have 8 infants/toddlers and two adult staff. One staff will be lead teacher and the second teacher will be the associate teacher taking her direction from the lead teacher. Both teaching staff will be responsible for 4 children of which they will work toward forming bonding, attachment and relationship experiences.
- b. The Delegate Agency will comply with the laws of Section 504 of the Vocational Rehabilitation Act, 29 U.S.C.A. § 794 (2008) regarding accessibility for persons with disabilities.
- c. Enrollment: The Delegate Agency will enroll a minimum of 8 EHS children on the first day of class and replace drops within thirty (30) days of the official drop date. The Delegate Agency will comply with the Enrollment and Attendance Policies as set forth in the Performance Standards and Head Start Act.

PART III. SPECIAL TERMS AND CONDITIONS FOR GOVERNING THE CONTRACT BETWEEN THE HEAD START GRANTEE AGENCY AND THE DELEGATE AGENCY CONTRACTOR

1. Certification of Accounting System: The Delegate Agency must have complied with any previous year's audit recommendations to the satisfaction of the Grantee before funds will be

released under this Agreement. It is expressly understood that the Grantee will release no funds to the Delegate Agency after July 1, 2026 until the Delegate Agency complies with this requirement.

2. Financial Reports:

- a. Subject to receipt of funds from HHS, the Agency shall make payment under this Contract in accordance with the following method, such payment to be made upon presentation of a completed Exhibit III, Statement of Expenditures, by the Delegate Agency, and verification by the Agency, prior to verification by an auditor in the employ of the Agency, shall be subject to adjustment upon such verification.
- b. The Delegate Agency agrees to submit a complete and accurate Exhibit III monthly to the Agency, with back-up documentation and a letter of transmittal by an authorized official, according to the 2025-2026 Reporting Schedule (See Attachment A).
- c. The Delegate Agency agrees to submit together with the final Exhibit III on July 30, 2026 a letter of transmittal indicating that those documents submitted are the final reports of the program.
- d. The Delegate Agency also agrees that payment for the final Exhibit III of the Program will not be made until the contractual reports have been reviewed and approved.
- e. It is expressly understood and agreed that in no event will the total amount to be paid to the Delegate Agency under this Agreement exceed **\$157,760** for Early Head Start for full and satisfactory performance.

3. Role of Policy Committee/Council: The Delegate Agency agrees to operate a Center Committee, Policy Committee and send representatives to the Policy Council.

4. Summary of Financial Reporting Requirements Under This Contract:

- a. The monthly Exhibit III - Statement of Expenditures. A separate exhibit is to be submitted for the main grant (PA 25).
  - b. Monthly record of volunteer services and other in-kind contributions as recorded on the weekly volunteer services report.
5. Summary of Reporting Requirements Due on a One Time Basis (See Attachment A Report Schedule)
  6. Summary of Reporting Requirements to be Submitted to the Grantee in Accordance with the 2025-2026 Report Schedule (See Attachment A):
  7. The Delegate Agency agrees to participate in all computer training and support services provided by the Grantee for the purpose of learning how to effectively use the computer as an administrative tool to the EHS Program (See Attachment B. Meeting Calendar).
  8. This Agreement may be revised at any time by amendment(s) signed by duly authorized representatives of both parties, such amendment(s) becoming a permanent part of the original Agreement.
  9. The Delegate Agency hereby agrees to defend, indemnify, and save harmless the Grantee from any and all claims of any nature whatsoever for damages (including personal injuries and death resulting therefrom) which may arise from the Delegate's performance of this Agreement. Provided however, that nothing contained herein shall be construed as rendering the Delegate Agency liable for acts of the Grantee's officers, agents, or employees.
  10. The Delegate Agency agrees that all signs and publications used by the Delegate Agency in performing its obligations under this Agreement shall identify the Genesee County Community Action Resource Department (GCCARD) as the sponsor of this activity for that whole or part.

#### PART IV. SERVICES THE GRANTEE WILL PROVIDE TO THE DELEGATE AGENCIES:

1. Fiscal Monitoring:

- a. Grantee office checks the Delegate Agency's monthly fiscal reports, including all Exhibit III back-up documentation, and provides reimbursement if reports are in order,
- b. Grantee office compiles fiscal reports for the National and Regional Head Start offices.
- c. Grantee verifies that Exhibit III's reflect actual expenses to the EHS Program. (A minimum of two times per year)

2. Policy Council:

- a. Grantee trains the Policy Council members in their responsibilities to work for children and families in the total Genesee County Early Head Start Program.
- b. Grantee trains members on their rights and responsibilities as Early Head Start parents.
- c. Grantee provides ongoing "How to Conduct Meetings" training to executive board members.
- d. Grantee meets monthly with the Policy Council to ensure that programs are operating smoothly and information is being dispersed.
- e. Grantee types and disperses Policy Council agendas, minutes, and other necessary information.

3. Health Advisory Board:

- a. Grantee is responsible for recruiting and appointing Advisory Board members.
- b. Grantee conducts training for new Advisory Board memberships.
- c. Grantee meets with the Advisory Board members at least three (3) times per year. Grantee helps to facilitate these Advisory Board meetings, as well as all necessary Health subcommittee meetings.
- d. Grantee types minutes, agendas, and other necessary information for the Health Advisory Board.

4. Recruitment:

- a. Grantee assists delegates in the recruitment of children via local newspaper advertisements, pamphlets, television and radio announcements, community posters, etc.

5. Community Needs Assessment:

- a. Grantee conducts a comprehensive Community Needs Assessment every four (4) years.
- b. Grantee updates the Community Needs Assessment annually.
- c. Grantee provides and distributes technical assistance in the use of the Community Needs Assessment.

6. Monitoring Program Performance and Providing Technical Assistance:

- a. Grantee observes and monitors classrooms, buildings, playgrounds, buses, spot-checks records, attendance, lesson plans, student folders, etc., to determine program performance and types of technical assistance and corrective action needed.
- b. Grantee monitors progress of service areas by spot-checking and tracking monthly reports to the original referrals.
- c. Grantee periodically attends parent workshops, orientations, parent committee meetings, and other parent trainings in order to monitor performance and compliance and determine types of technical assistance needed.
- d. Grantee spot-checks administration records, including fiscal, to monitor and determine compliance and types of technical assistance needed.
- e. Grantee is responsible for monitoring all programs to ensure that each program has developed protocols/processes to ensure compliance with the Head Start Performance Standards.

7. Monitoring Review:

Grantee, with the Policy Council, coordinates the Total Program Yearly Monitoring Review,



including monitoring of the Action Plans and verifying compliance.

8. Record Keeping:

- a. Grantee coordinates the record keeping forms, which are to be uniform throughout the county to ensure that necessary information is gathered. Grantee updates these forms on an as-needed basis from input by Head Start Directors and appropriate Coordinators. Forms include: Enrollment Application, Family Interest Survey, Health History, Nutrition/Diet Assessment, Mental Health Referrals, Average Daily Attendance forms, monthly Social Service forms, Parent Involvement forms.
- b. Grantee monitors the student enrollment applications to ensure that necessary information is completed, full enrollment is met and maintained, and the number of over-income children does not exceed 10% of total enrollment.
- c. Grantee monitors and analyzes the monthly and quarterly reports submitted to the Head Start office. Technical assistance is provided if reports indicate that assistance is needed.

9. Meetings: Grantee conducts meetings for Program Directors and Service Staff to provide opportunities for information exchange and technical assistance.

10. Program Calendar (Attachment B):

- a. Grantee schedules Total Program meeting dates including workshops, Director meetings, Coordinator meetings, Policy Council and Policy Council Subcommittee meetings (i.e., by-laws, personnel program planning and evaluation, etc.).
- b. The Grantee develops the calendar that details due dates for forms submitted to the Central Office or input in the computer.

11. Grant Application:

- a. Grantee is responsible for review and compilation of Delegate Program Grant applications and submission of these applications to the Regional Office in accordance with stated due dates.

- b. Grantee meets with Delegate regarding grant instructions.
- c. Grantee assists and reviews budgets and narratives of Delegate Agency's Programs.
- d. Grantee is responsible for final compilation of all grants into one package.
- e. Grantee is responsible for meeting with Delegate regarding opportunities for grant funds as funds become available.

12. Computer Assistance:

- a. Grantee studies the computer hardware and software and makes suggestions to improve the Total Program Tracking System.
- b. Grantee provides technical assistance for use of the hardware and software packages.

13. Nutrition Services:

Grantee coordinates the total nutrition services for the Delegate Programs, including:

- a. Providing nutrition training for staff, parents, and food staff personnel.
- b. Reviewing breakfast, lunch, and snack menus on a monthly basis to ensure that EHS Nutritional Guidelines are met.
- c. Observing every classroom at least once during the Program Year to review nutrition lesson plans, observe family service, etc.
- d. Counseling families of overweight, underweight, and anemic children.
- e. Publishing of a parent/staff newsletter to provide nutrition information.
- f. Providing, as necessary, nutrition technical assistance and corrective action plans for areas in which improvement is needed.

14. Mental Health Services:

Grantee coordinates the total Mental Health Services for the Delegate Programs, including:

- a. Providing a classroom observation schedule of sufficient frequency that atypical behavior is identified.
- b. Reviews each child's social/emotional screening to determine if further follow-up is

needed.

- c. Observing specific children upon request.
- d. Writing Action Plans for the teachers to use for children with special needs.
- e. Counseling families on a short-term basis.
- f. Making community referrals (including follow-up) for families requiring long-term counseling.
- g. Providing mental health workshops to parents and staff for mental health training.
- h. Publishing of a parent/staff newsletter to provide mental health information.
- i. Provide Reflective Supervision to EHS staff upon request of the manager.

15. Problem-Solving and Conflict Resolution:

Grantee, either as identified or upon request from the delegates:

- a. Assists in developing solutions to programmatic or fiscal problems of the Delegate Agency.
- b. Meets with Delegate Superintendents and other officials in order to assist the Delegate Agency in meeting Performance Standards or grant requirements.
- c. Assists in resolving conflict between the Delegate Agency's Staff, community, or parents (only after the Delegate has exhausted their remedies).

IN WITNESS WHEREOF, the Grantee and the Delegate Agency have executed this Agreement as of the date first above written.

GENESEE COUNTY BOARD OF COMMISSIONERS:

\_\_\_\_\_ by \_\_\_\_\_  
Date DELRICO LOYD, Chairperson  
Genesee County Board of Commissioners

MOTT COMMUNITY COLLEGE

\_\_\_\_\_ by \_\_\_\_\_  
Date SHAUNDA RICHARDSON-SNELL, President  
Mott Community College

**GCCARD EARLY HEAD START  
REPORTING SCHEDULE FOR MOTT DELEGATE PROGRAM  
2025-2026**

**July 7, 2025**

\_\_\_\_\_ 1 Heights and Weights must be entered into COPA

**August 1, 2025**

\_\_\_\_\_ 1 July Enrollment Report (Submitted electronically to HS Secretary)  
Staff List (names, addresses and phone numbers) put "unlisted" if staff do not want this  
information shared with other staff.  
\_\_\_\_\_ 2  
\_\_\_\_\_ 3 New children, family data and health information entered into COPA tracking system.

**August 4, 2025**

\_\_\_\_\_ 1 July Exhibit III, with all back-up documentation, (submit electronically).  
\_\_\_\_\_ 2 July Credit Card Expenses (submit electronically to HS Secretary).  
\_\_\_\_\_ 3 July Meal Counts (submit electronically to HS Secretary)  
\_\_\_\_\_ 4 July Special Needs Report (submit electronically to HS Secretary)  
Program calendar that indicates when operational, holidays, breaks, etc. (submit electronically to  
\_\_\_\_\_ 5 Associate Program Specialist and bring copy to our office)  
\_\_\_\_\_ 6 Heights and Weights must be entered into COPA

**September 2, 2025**

\_\_\_\_\_ 1 August Enrollment Report (Submitted electronically)

**September 8, 2025**

\_\_\_\_\_ 1 August Exhibit III, with all back-up documentation (submit electronically).  
\_\_\_\_\_ 2 August Credit Card Expenses (Submit electronically to HS Secretary)  
\_\_\_\_\_ 3 August Meal Counts (Submit electronically to HS Secretary)  
July and August Average Daily Attendance and Monthly Center Base Home Visit and Parent  
\_\_\_\_\_ 4 Teacher Conference Report  
\_\_\_\_\_ 5 August Special Needs Report (submit electronically to HS Secretary)  
\_\_\_\_\_ 6 Heights and Weights must be entered into COPA  
\_\_\_\_\_ 7 Audit

**September 17, 2025**

\_\_\_\_\_ Family Needs/Strengths Survey and Partnership/Goal Building Form, as well as Family Goals  
entered into COPA  
\_\_\_\_\_ 1  
\_\_\_\_\_ 2 Parent/Teacher Conference Form (Blank forms)  
\_\_\_\_\_ 3 Social Service forms that you will be using for direct services, phone calls, referral and follow  
through services. (Other than the social service report form)  
\_\_\_\_\_ 4 Copies of the screening and assessment instrument you will be using.  
\_\_\_\_\_ 5 LEA Contracts (Disability)  
\_\_\_\_\_ 6 Transition Plans  
\_\_\_\_\_ 7 Curriculum Plan  
\_\_\_\_\_ 8 Child Outcomes Plan  
\_\_\_\_\_ 9 Program Committee By-Laws  
\_\_\_\_\_ 10 Program Monitoring Plan  
\_\_\_\_\_ 11 Names, positions, titles, salaries and date of hire into the Early Head Start program of all staff  
members who participate in the fulfillment of obligations under this contract, not withstanding that  
the particular staff member may receive his/her salary wholly or partially from funds other than  
those provided by the Grantee. Any changes hereafter should be submitted no later than 15 days  
from the date on which the change has occurred.  
\_\_\_\_\_ 12 Name of all EHS Teachers and Associate Teachers, Home Visitors stating one of the following:  
a Degree in Early Childhood  
b ZA Endorsement  
c CDA  
\_\_\_\_\_ 13 Name of all other Early Head Start staff stating highest degree and major.  
\_\_\_\_\_ 14 Complete student applications for all students in the EHS Program and income verification forms.  
\_\_\_\_\_ 15 New children, family data and health information entered into COPA tracking system.

- \_\_\_\_\_ 16 Staff List (updated)
- \_\_\_\_\_ 17 Average Daily Attendance Policy.
- \_\_\_\_\_ 18 Lesson plan form (s)
- \_\_\_\_\_ 19 Nutrition Diet Assessment (one per child).

**October 1, 2025**

- \_\_\_\_\_ 1 September Enrollment Report (submit electronically to HS Secretary)

**October 6, 2025**

- \_\_\_\_\_ 1 September Exhibit III, with all back-up documentation (submit electronically)
- \_\_\_\_\_ 2 September Credit Card Expenses (submit electronically to HS Secretary)
- \_\_\_\_\_ 3 September Meal Counts (submit electronically to HS Secretary)
- \_\_\_\_\_ Early Head Start Parent Organizational Profile (Names and Addresses of Policy Committee Members and Parent Representatives to Policy Council)
- \_\_\_\_\_ 4
- \_\_\_\_\_ 5 Heights and Weights must be entered into COPA

**October 15, 2025**

- \_\_\_\_\_ 1 Monthly monitoring of child file during family service meeting utilizing COPA uploaded documents
- \_\_\_\_\_ 2 First Outcomes Assessment Report (Graphs)
- \_\_\_\_\_ 3 Special Needs Report Entered into COPA.
- \_\_\_\_\_ 4 First Quarterly Reports on Program Objectives and T/TA Evaluation
- \_\_\_\_\_ 5 Completed Early Head Start applications for the relevant reporting period.
- \_\_\_\_\_ 6 New children, family data and health information entered into COPA tracking system.
- \_\_\_\_\_ 7 New applications.
- \_\_\_\_\_ Daily socialization schedule (Include staff start & end time, children's start & end time, meal times, and any teaching staff break times).
- \_\_\_\_\_ 8
- \_\_\_\_\_ 9 September Special Needs Report (submit electronically to HS Secretary)

**November 3, 2025**

- \_\_\_\_\_ 1 October Enrollment Report (Submit electronically to HS Secretary)
- \_\_\_\_\_ 2 Nutrition needs assessment of overweight, underweight, anemic, dental caries, etc.
- \_\_\_\_\_ 3 Policy statement for college reimbursement.
- \_\_\_\_\_ 4 Control sheets entered into COPA (family and child record).
- \_\_\_\_\_ 5 New Applications
- \_\_\_\_\_ September/October Average Daily Attendance and Monthly Center Base Home Visit and Parent Teacher Conference Report
- \_\_\_\_\_ 6
- \_\_\_\_\_ 7 October Health Report entered into COPA
- \_\_\_\_\_ 8 October Special Needs Report entered into COPA
- \_\_\_\_\_ 9 October Special Needs Report (submit electronically)
- \_\_\_\_\_ 10 October Exhibit III, with all back-up documentation (submit electronically).
- \_\_\_\_\_ 11 October Credit Card Expenses (Submit electronically to HS Secretary)
- \_\_\_\_\_ 12 October Meal Counts (Submit electronically to HS Secretary)
- \_\_\_\_\_ 13 Sparkle Reports (submit paper copy as well as electronically to secretary)
- \_\_\_\_\_ 14 Delegate program self assessment monitoring findings
- \_\_\_\_\_ 15 Heights and Weights must be entered into COPA

**November 12, 2025**

- \_\_\_\_\_ 1 Monthly monitoring of child file during family service meeting utilizing COPA uploaded documents

**December 1, 2025**

- \_\_\_\_\_ 1 November Enrollment Report (submit electronically to HS Secretary))
- \_\_\_\_\_ 2 November Exhibit III, with all back-up documentation (submit electronically)
- \_\_\_\_\_ 3 November Credit Card Expenses (Submit electronically to HS Secretary)
- \_\_\_\_\_ 4 November Meal Counts (Submit electronically to HS Secretary)
- \_\_\_\_\_ 5 Total Program Self Assessment Corrective Action Report

**December 8, 2025**

- \_\_\_\_\_ 1 New children, family data and health information entered into COPA tracking system.
- \_\_\_\_\_ 2 New applications
- \_\_\_\_\_ 3 November Health Report entered into COPA
- \_\_\_\_\_ 4 November Special Needs Report entered into COPA
- \_\_\_\_\_ 5 November Special Needs Report (submit electronically)
- \_\_\_\_\_ 6 Staff List Updated
- \_\_\_\_\_ 7 EHS Parent Organizational Profile Updated
- \_\_\_\_\_ 8 Heights and Weights must be entered into COPA

**January 2, 2026**

- \_\_\_\_\_ 1 December Enrollment Report (Submit electronically to HS Secretary)

**January 7, 2026**

- \_\_\_\_\_ 1 December Exhibit III, with all back-up documentation (submit electronically)
- \_\_\_\_\_ 2 December Credit Card Expenses (Submit electronically to HS Secretary)
- \_\_\_\_\_ 3 December Meal Counts (Submit electronically to HS Secretary)
- \_\_\_\_\_ 4 Personnel policies approved by the Policy Committee
- \_\_\_\_\_ 5 Job Descriptions for all Head Start positions approved by the Policy Committee
- \_\_\_\_\_ 6 Heights and Weights must be entered into COPA
- \_\_\_\_\_ 7 Monthly monitoring of child file during family service meeting utilizing COPA uploaded documents

**January 20, 2026**

- \_\_\_\_\_ 1 New children, family data and health information entered into COPA tracking system.
- \_\_\_\_\_ 2 New Applications
- \_\_\_\_\_ November/December Average Daily Attendance and Monthly Center Base Home Visit and Parent
- \_\_\_\_\_ 4 Teacher Conference Report
- \_\_\_\_\_ 5 December Health Report entered into COPA
- \_\_\_\_\_ 6 December Special Needs report entered into COPA
- \_\_\_\_\_ 7 Second Quarterly Reports on Program Objectives and T/TA Evaluation
- \_\_\_\_\_ 8 December Special Needs Report (Submit electronically to HS Secretary)
- \_\_\_\_\_ 9 Second Outcome Assessment Reports (Graphs)

**February 2, 2026**

- \_\_\_\_\_ 1 January Enrollment Report (Submit electronically to HS Secretary)
- \_\_\_\_\_ 2 January Exhibit III, with all back-up documentation (submit electronically)
- \_\_\_\_\_ 3 January Credit Card Expenses (Submit electronically to HS Secretary)
- \_\_\_\_\_ 4 January Meal Counts (Submit electronically to HS Secretary)
- \_\_\_\_\_ 5 Heights and Weights must be entered into COPA

**February 11, 2026**

- \_\_\_\_\_ 1 New children, family data and health information entered into COPA tracking system.
- \_\_\_\_\_ 2 New Applications
- \_\_\_\_\_ 3 January Health Report entered into COPA
- \_\_\_\_\_ 4 January Special Needs Report entered into COPA
- \_\_\_\_\_ 5 January Special Needs Report (Submit electronically to HS Secretary)
- \_\_\_\_\_ 6 Staff List Updated
- \_\_\_\_\_ 7 EHS Parent Organizational Profile Updated
- \_\_\_\_\_ 8 Monthly monitoring of child file during family service meeting utilizing COPA uploaded documents

**March 2, 2026**

- \_\_\_\_\_ 1 February Enrollment Report (Submit electronically to HS Secretary)
- \_\_\_\_\_ 2 Delegate Programs 2026-2026 Proposal packet for EHS
- \_\_\_\_\_ 3 February Exhibit III, with all back-up documentation (submit electronically)
- \_\_\_\_\_ 4 February Credit Card Expenses (Submit electronically to HS Secretary)
- \_\_\_\_\_ 5 February Meal Counts (Submit electronically to HS Secretary)
- \_\_\_\_\_ 6 Heights and Weights must be entered into COPA

**March 11, 2026**

- \_\_\_\_\_ 1 New children, family data and health information entered into COPA tracking system.
- \_\_\_\_\_ 2 New Applications
- \_\_\_\_\_ January/February Average Daily Attendance and Monthly Center Base Home Visit and Parent
- \_\_\_\_\_ 3 Teacher Conference Report
- \_\_\_\_\_ 4 February Health Report entered into COPA
- \_\_\_\_\_ 5 February Special Needs Report entered into COPA
- \_\_\_\_\_ 6 February Special Needs Report (Submit electronically to HS Secretary)
- \_\_\_\_\_ 7 Monthly monitoring of child file during family service meeting utilizing COPA uploaded documents

**April 1, 2026**

- \_\_\_\_\_ 1 March Enrollment Report (Submit electronically to HS Secretary)

**April 8, 2026**

- \_\_\_\_\_ 1 March Exhibit III, with all back-up documentation (submit electronically)
- \_\_\_\_\_ 2 March Credit Card Expenses (Submit electronically to HS Secretary)
- \_\_\_\_\_ 3 March Meal Counts (Submit electronically to HS Secretary)
- \_\_\_\_\_ 4 New children, family data and health information entered into COPA tracking system.
- \_\_\_\_\_ 5 New Applications
- \_\_\_\_\_ 6 March Health Report entered into COPA
- \_\_\_\_\_ 7 March Special Needs Report entered into COPA
- \_\_\_\_\_ 8 Third Quarterly Reports on Program Objectives and T/TA Evaluation
- \_\_\_\_\_ 9 March Special Needs Report (Submit electronically to HS Secretary)
- \_\_\_\_\_ 10 Monthly monitoring of child file during family service meeting utilizing COPA uploaded documents
- \_\_\_\_\_ 11 Heights and Weights must be entered into COPA

**May 1, 2026**

- \_\_\_\_\_ 1 April Enrollment Report (Submit electronically to HS Secretary)

**May 4, 2026**

- \_\_\_\_\_ 1 April Exhibit III, with all back-up documentation (submit electronically)
- \_\_\_\_\_ 2 April Credit Card Expenses (Submit electronically to HS Secretary)
- \_\_\_\_\_ 3 April Meal Counts (Submit electronically to HS Secretary)
- \_\_\_\_\_ 4 Third Outcome Assessment Reports (Graphs)
- \_\_\_\_\_ 5 Follow-up on Family Assessment and Goals entered into COPA
- \_\_\_\_\_ 6 Heights and Weights must be entered into COPA

**May 13, 2026**

- \_\_\_\_\_ 1 Monthly monitoring of child file during family service meeting utilizing COPA uploaded documents
- \_\_\_\_\_ 2 New children, family data and health information entered into COPA tracking system.
- \_\_\_\_\_ 3 New Applications
- \_\_\_\_\_ March/April Average Daily Attendance and Monthly Center Base Home Visit and Parent Teacher
- \_\_\_\_\_ 4 Conference Report
- \_\_\_\_\_ 5 April Health Report entered into COPA
- \_\_\_\_\_ 6 April Special Needs Report entered into COPA
- \_\_\_\_\_ 7 Inkind reports (back up for Exhibit III, with all back-up documentation Inkind information)
- \_\_\_\_\_ 8 Sparkle Reports (submit paper copy as well as electronically to secretary)
- \_\_\_\_\_ 9 April Special Needs Report (Submit electronically to HS Secretary)

**June 1, 2026**

- \_\_\_\_\_ 1 May Enrollment Report (Submit electronically to HS Secretary)
- \_\_\_\_\_ 2 May Special Needs Report (Submit electronically to HS Secretary)
- \_\_\_\_\_ 3 Breakfast, snack and lunch menus for July
- \_\_\_\_\_ 4 May Exhibit III, with all back-up documentation (submit electronically)
- \_\_\_\_\_ 5 May Credit Card Expenses (Submit electronically to HS Secretary)
- \_\_\_\_\_ 6 May Meal Counts (Submit electronically to HS Secretary)
- \_\_\_\_\_ 7 Heights and Weights must be entered into COPA



**June 10, 2026**

\_\_\_\_\_ 1 Monthly monitoring of child file during family service meeting utilizing COPA uploaded documents

**June 25, 2026**

\_\_\_\_\_ 1 All data for 2025-2026 school year must be entered by 3 PM so rollover procedures can occur.

**July 1, 2026**

\_\_\_\_\_ 1 June Enrollment Report (Submit electronically to HS Secretary)

**July 13, 2026**

\_\_\_\_\_ 1 A list of local staff training sessions, including topics, dates and number inserviced

\_\_\_\_\_ 2 An inventory of all non-consumable Head Start equipment. All major equipment purchased during the year, itemized according to location and cost. This includes all items costing \$300.00 or more and all appliances, audio-visual equipment and furniture.

\_\_\_\_\_ May/June Average Daily Attendance and Monthly Center Base Home Visit and Parent Teacher Conference Report

\_\_\_\_\_ 3

\_\_\_\_\_ 4 June Special Needs Report (Submit electronically to HS Secretary)

\_\_\_\_\_ 5 A list of field trips arranged for students an/or parents including places, dates, and number attended.

\_\_\_\_\_ 6 June Exhibit III, with all back-up documentation (submit electronically)

\_\_\_\_\_ 7 Any unresolved problems during the program year, identifying the cause and solutions proposed.

\_\_\_\_\_ 8 Fourth Quarterly Reports on Program Objectives and T/TA Evaluation

\_\_\_\_\_ 9 Any additional student applications for 2025-2026 that you may not have turned in

## 2025-2026 GCCARD HEAD START CALENDAR OF EVENTS (TENTATIVE)

**JULY**

- 1 Begin the 2025-2026 program year
- 4 **Fourth of July Holiday Observed (Office Closed)**
- 7 Heights and weights for EHS children
- 18 EHS Staff Training/Meeting (St. Michael's Conference Center)

**AUGUST**

- 4 Heights and weights due for EHS children
- 4 Coordinator's and Key Staff Retreat
- 7 Total Program Inservice Subcommittee Meeting - 1:30 p.m. (Tentative)
- 11 Head Start Preschool Teaching Staff Return
- 11 Staff "Welcome Back" training (all day training - St. Michael's Conf. Center)
- 12 Early Head Start classes resume
- 15 Return to work training videos/quizzes to be completed (virtual work day)
- 19 Parent Policy Council Meeting; 9:30 a.m.
- 25 All HS Preschool Classes Resume. These may be adjusted according to school district needs, enrollment, etc.

**SEPTEMBER**

- 1 **Labor Day Holiday (Office Closed)**
- 8 Heights and weights for EHS children
- 15 Spoke Team Meeting from 9:00 a.m. - 10:00 a.m. (this includes Education Coordinators, Family Service Staff and Mental Health Staff)
- 16 Parent Policy Council Eat and Greet - 9:30 a.m. (Tentative)
- 19 Super Day Family Engagement Event
- 29 Delegate programs begin their own self assessment.
- 30 Total Program All Coordinators Planning Meeting - 2:00 p.m. (all coordinators, including Beecher and Mott Delegates attend)

**OCTOBER**

- 3 Staff Meeting 8:30 a.m. - (St. Michael's Conference Center)
- 6 Heights and weights must be turned in to Family Service Staff for HS & EHS children.
- 7-8 MHSA Assembly Meeting, Mackinaw Island, MI
- 13 Spoke Team Meeting from 9:00 a.m. - 10:00 a.m. (this includes Education Coordinators, Family Service Staff and Mental Health Staff)
- 15 Education coordinators meeting at 8:30 a.m.
- 15 Family service meeting at 1:30 p.m.
- 21 Parent Policy Council Meeting from 9:00 a.m. - 1:00 p.m. (training of new members by past members. New members observe a Council meeting in action).
- 27-11/3 Total Program Monitoring
- 28 Total Program All Coordinators Planning Meeting - 2:00 p.m. (all coordinators, including Beecher and Mott Delegates attend)
- 31 Staff Meeting 8:30 a.m. - (St. Michael's Conference Center)
- 31 Lunch & Learn (Nutrition and Mental Health) from 12:00 - 1:00 p.m.

**NOVEMBER**

- 3 Heights and weights for EHS children
- 6 Total Program Health Advisory Board Meeting - 9:00 a.m.- (Location TBD)
- 11 **Veteran's Day Observed (Office Closed)**
- 12 Education coordinators meeting at 8:30 a.m.
- 12 Family service meeting at 1:30 p.m.
- 17 Spoke Team Meeting from 9:00 a.m. - 10:00 a.m. (this includes Education Coordinators, Family Service Staff and Mental Health Staff)
- 18 Parent Policy Council Meeting from 9:30 a.m. (Election of Officers)
- 27-28 **Thanksgiving Holiday (Office Closed)**

**DECEMBER**

- 2 Total Program All Coordinators Planning Meeting - 2:00 p.m. (all coordinators, including Beecher and Mott Delegates attend)

## 2025-2026 GCCARD HEAD START CALENDAR OF EVENTS (TENTATIVE)

- 5 Total Program Inservice - 8:00 a.m. - 4:00 p.m. - (St. Michael's Conference Center)
- 8 Spoke Team Meeting from 9:00 a.m. - 10:00 a.m. (this includes Education Coordinators, Family Service Staff and Mental Health Staff)
- 8 Heights and weights for EHS children
- 16 Parent Policy Council Meeting from 9:30 a.m.
- 17 Family service coordinators meeting 8:30 a.m. (Tentative)
- 18 Education coordinators meeting at 8:30 a.m.
- 22 Winter break begins for 42-52 week teaching staff and home visitors on December 22 at 8:00 a.m. and return at 8:00 a.m. on January 5, 2026. \*These dates are based on the majority of district calendars we have at the time our calendar is completed. These dates are tentative and may change due to program needs and the district's or colleges schedule.
- 24 **GCCARD Head Start Office Closed**
- 25 **GCCARD Head Start Office Closed**
- 31 **GCCARD Head Start Office Closed**

**JANUARY**

- 1 **GCCARD Head Start Office Closed**
- 5 42-52 week teaching staff and home visitors return from Winter Break
- 5 Heights and weights due to family service for EHS children.
- 6 Total Program All Coordinators Planning Meeting - 2:00 p.m. (all coordinators, including Beecher and Mott Delegates attend)
- 7 Education coordinators meeting at 8:30 a.m.
- 7 Family service meeting at 1:30 p.m.
- 9 Staff Meeting 8:30 a.m. - (St. Michael's Conference Center)
- 15-16 MHSA Assembly Meeting; Detroit, MI
- 19 **Martin Luther King, Jr. Day Observed (Office Closed)**
- 20 Parent Policy Council Meeting from 9:30 a.m.
- 23 Male Involvement Bowling Event (Tentative)
- 26 Spoke Team Meeting from 9:00 a.m. - 10:00 a.m. (this includes Education Coordinators, Family Service Staff and Mental Health Staff)
- 26 Individual programs begin work on their 2026-2027 proposals with their Grant Budget Planning and Evaluation Committee. Schedule local meetings and training with GBPE and Policy Committee for proposal development.

**FEBRUARY**

- 2 Heights and weights must be turned in to family service staff for EHS children.
- 3 Total Program All Coordinators Planning Meeting - 2:00 p.m. (all coordinators, including Beecher and Mott Delegates attend)
- 5 Total Program Health Advisory Board Meeting; Location TBD - 9:00 a.m.
- 6 Staff Meeting 8:30 a.m. - (St. Michael's Conference Center)
- 6 Lunch & Learn (Nutrition and Mental Health) from 12:00 - 1:00 p.m.
- 10 Total Program Monitoring Reverification of Non-compliance items thru site visits.
- 11 Education coordinators meeting at 8:30 a.m.
- 11 Family service meeting at 1:30 p.m.
- 13-16 **Observance of President's Day (Office Closed)**
- 17 Parent Policy Council Meeting from 9:30 a.m. *(Results of the Total Program Self Assessment - findings and action plan presented at this time)*
- 21 Walk for Warmth (tentative date)
- 23 Spoke Team Meeting from 9:00 a.m. - 10:00 a.m. (this includes Education Coordinators, Family Service Staff and Mental Health Staff)
- 26 Parent First Aid/CPR Training/Certification (Tentative)
- 27 Royal Ball Family Engagement Event

**MARCH**

- 2 Heights/weights due for HS and EHS children.
- 3 Total Program All Coordinators Planning Meeting - 2:00 p.m. (all coordinators, including Beecher and Mott Delegates attend)

**2025-2026 GCCARD HEAD START CALENDAR OF EVENTS (TENTATIVE)**

- 2-6 Grant, Budget Planning and Evaluation Committee Meeting; 9:30 a.m.
- 5-7 MIAEYC Annual Conference, Grand Rapids, MI
- 6 Staff Meeting 8:30 a.m. - (St. Michael's Conference Center)
- 9 Spoke Team Meeting from 9:00 a.m. - 10:00 a.m. (this includes Education Coordinators, Family Service Staff and Mental Health Staff)
- 11 Education coordinators meeting at 8:30 a.m.
- 11 Family service meeting at 1:30 p.m.
- 24 Parent Policy Council Meeting from 9:30 a.m. (Review Grant Package)
- 30-31 Spring Break for all 42-52 week teaching staff and home visitors

**APRIL**

- 1-3 Spring Break for all 42-52 week teaching staff and home visitors
- 3 **Good Friday - Office Closed**
- 6 Heights and weights due for EHS children.
- 7 Total Program All Coordinators Planning Meeting - 2:00 p.m. (all coordinators, including Beecher and Mott Delegates attend)
- 8 Education coordinators meeting at 8:30 a.m.
- 8 Family service meeting at 1:30 p.m.
- 10 Staff Meeting 8:30 a.m. - (St. Michael's Conference Center)
- 13 Spoke Team Meeting from 9:00 a.m. - 10:00 a.m. (this includes Education Coordinators, Family Service Staff and Mental Health Staff)
- 21 Parent Policy Council Meeting from 9:30 a.m.
- 28 Total Program All Coordinators Planning Meeting - 2:00 p.m. (all coordinators, including Beecher and Mott Delegates attend)

**MAY**

- TBD MHSA Assembly, Grand Rapids, MI
- 1 GCCARD HS/EHS Staff Meeting 8:30 a.m. - (St. Michael's Conference Center)
- 4 Heights and weights due for EHS children.
- 4-7 NHSA National Conference, Minneapolis, MN
- 7 Total Program Health Advisory Board Meeting; Location TBD- 9:00 a.m.
- 11 Spoke Team Meeting from 9:00 a.m. - 10:00 a.m. (this includes Education Coordinators, Family Service Staff and Mental Health Staff)
- 13 Education coordinators meeting at 8:30 a.m.
- 13 Family service meeting at 1:30 p.m.
- 19 Parent Policy Council Meeting from 9:30 a.m.
- 21 Last day for children at 42-52 week centers (This date may adjust for any center that is short on contact days).
- 25 **Memorial Day (Office Closed)**
- 26 Total Program All Coordinators Planning Meeting - 2:00 p.m. (all coordinators, including Beecher and Mott Delegates attend)
- 29 HS Preschool 42-52 week teaching staff last day; End of Year Meeting.

**JUNE**

- 1 Heights and weights due for EHS children.
- 8 Spoke Team Meeting from 9:00 a.m. - 10:00 a.m. (this includes Education Coordinators, Family Service Staff and Mental Health Staff)
- 10 Education coordinators meeting at 8:30 a.m.
- 10 Family service meeting at 1:30 p.m.
- 16 Parent Policy Council Meeting from 9:30 a.m. (tentative)
- 19 **Juneteenth - Office Closed**

**JULY 2026**

- 17 GCCARD EHS Staff Training/Meeting

**PLEASE NOTE:** Some emergency meetings may still be needed that are not planned. Some adjustments may need to be made to this schedule if additional meetings arise from the National, Regional or State level. Also, some sub-committee meetings will need to be created and scheduled for the purpose of planning, reviewing forms, etc.

## Attachment C

### Federal Award Information

1) Recipient Name:	<u>Charles Stewart Mott Community College</u>
2) Recipient's Unique Entity Identifier:	<u>XA83XLJ4ENX5</u>
3) Unique Federal Award Identification Number (FAIN):	<u>05CH012299-201</u>
4) Federal Award Date:	<u>July 1, 2025</u>
5) Period of Performance Start and End Date:	<u>July 1, 2025 – June 30, 2026</u>
6) Amount of Federal Funds Obligated by this action:	<u>\$157,760</u>
7) Total Amount of Federal Funds Obligated:	<u>\$157,760</u>
8) Total Amount of the Federal Award:	<u>\$157,760</u>
9) Budget Approved by the Federal Awarding Agency:	<u>See Page 3 of Contract</u>
10) Total Approved Cost Sharing or Matching Where Applicable:	<u>\$39,440</u>
11) Federal Award Project Description:	<u>Operate an Early Head Start Program</u>
12) Name of Federal Awarding Agency and Contact Information for Awarding Official:	<u>Department of Health and Human Services/Administration for Children and Families</u>
13) CFDA Number and Name:	<u>93.600 - Head Start and Early Head Start</u>
14) Identification of whether the award is R & D:	<u>N/A</u>
15) Indirect Cost Rate for the Federal Award:	<u>\$0.00</u>

# RECIPIENT CHECKLIST FOR DETERMINING IF THE ENTITY RECEIVING FUNDS HAS A CONTRACTOR OR SUBRECIPIENT RELATIONSHIP

This document is intended to help a recipient of federal funds make a judgment as to whether each agreement it makes, for the disbursement of federal program funds, casts the entity receiving the funds in the role of a subrecipient or a contractor. Based on 2 CFR Chapter I, Chapter II, Part 200 et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), issued by the U.S. Office of Management and Budget (OMB) on December 26, 2013, and effective for non-federal entities on December 26, 2014, the following information is intended for use by all non-federal entities.

## Important Terms:

**Recipient:** A non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients. (See 2 CFR 200.86 of the Uniform Guidance.)

**Subrecipient:** A non-federal entity that receives a subaward for the purpose of carrying out part of a federal award. The subaward creates a federal assistance relationship with the subrecipient. (See 2 CFR 200.93 & .330 (a) of the Uniform Guidance.)

**Contractor:** A non-federal entity that receives a contract for the purpose of providing goods and services for the awarding non-federal entity's own use. The contract creates a procurement relationship with the contractor. The Uniform Guidance replaced the term "Vendor" with "Contractor." (See 2 CFR 200.22 & .330 (b) of the Uniform Guidance.)

**Instructions:** The "Characteristics" column in this checklist is based on language in the Uniform Guidance. The column lists characteristics that support the classification of a non-federal entity as a subrecipient or contractor. Since all of the characteristics listed may not be present in all cases, the Uniform Guidance recognizes that the recipient "...must use judgment in classifying each agreement as a subaward or a procurement contract." (2 CFR 200.330 (c).) In the "Explanations" column, AGA provides additional information to assist in answering the questions under "Characteristics." Answer each question by checking "yes" or "no" where indicated. Based on responses to the questions, a key provided at the end of each section will help in making a judgment as to whether a subrecipient or contractor relationship exists. White space is provided in between the "Characteristics" column and the "Explanation" column so that users can tailor this checklist to accommodate the unique aspects of various programs or jurisdictions.

**Note:** One check in a subrecipient box does not necessarily mean the entity is a subrecipient. A judgment should be based on the totality of responses.

Office \_\_\_\_\_

Entity receiving funds \_\_\_\_\_

Funding Source(s) \_\_\_\_\_

## Notes:

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## CHARACTERISTICS

## EXPLANATIONS

### Decision Making Authority

**200.330 a. 1** Determines who is eligible to receive what Federal assistance;

a. Does the entity determine who is eligible to participate in the federal program?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

**200.330 a.3** Has responsibility for programmatic decision making;

a. Does the entity have the ability to make decisions about how services will be delivered to participants, in accordance with federal programmatic requirements?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

**OR**

**200.330 b.4** Provides goods or services that are ancillary to the operation of the Federal program;

b. Does the entity provide goods or services for the recipient's own use?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

b. Does the entity provide services designated by the recipient to serve the recipient's participants without regard to specific federal programmatic requirements?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.  
If you selected "yes" to **EITHER** item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If the entity determines whether a participant meets a federal program's eligibility requirements for assistance, it is most likely a subrecipient.

A contractor may provide services to clients in a program after eligibility has been determined by the recipient.

If the entity has authority to make decisions regarding the delivery of service, operations, or types of assistance provided within the terms of the agreement, it is typically a subrecipient.

If the entity provides goods or services directly to the recipient or to program participants at the direction of the recipient and does not make programmatic decisions or adhere to program requirements, it is typically a contractor.

### Nature of Award

**200.330 a. 2** Has its performance measured in relation to whether objectives of a federal program were met;

a. Are the scope of work (or portion, if applicable) and terms and conditions of the agreement the same for the entity as they are for the recipient that received the federal funds?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

a. Is the entity carrying out completion of the goal of the grant (or part, if applicable) as stated in the federal award?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

**OR**

**200.330 b.5** Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. Does the recipient develop the scope of work and terms and conditions of the agreement to meet the recipient's needs?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.  
If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If the entity is providing a service for the recipient to meet the goal of the grant, it is a contractor; if the entity is providing a service that carries out a goal within the scope of the grant, it is a subrecipient. When a grant program contains multiple goals, it is possible for the recipient to complete part of the goals and for the entity to perform another part.

If the scope of the agreement is per the federal program terms/guidance, the entity is a subrecipient. A subrecipient may also provide programmatic or progress reports to ensure compliance with federal program requirements.

Conversely, if the scope of the agreement is per the recipient's terms and not federal program guidance, and if the recipient's oversight is governed only by the contract terms and conditions, it is a contractor.

**200.330 a.4** Is responsible for adherence to applicable Federal program requirements specified in the Federal award;

a. Funding to the entity depends on the entity's ability to best meet the objectives of the award. Although performance is measured against federal award objectives, the entity assumes little risk if the objectives are not met.

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

**OR**

**200.330 b.5** Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. The entity assumes financial risk if they fail to deliver the goods or services agreed upon.

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to item **a**, this is an indicator of a subrecipient relationship.  
If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If the funding is given to the entity with a purpose of completing the goal of the grant, the recipient will be required to ensure the entity adheres to federal grant program guidance. The recipient will also be required to monitor the activities of the entity per Uniform Guidance section 200.331. The entity assumes little risk should federal grant guidance not be met. The risk falls with the recipient.

If the recipient directs specific activities to be completed by the entity, by providing goods or services, the risk falls on the entity to deliver, per the agreement terms. In this case, the entity would not be required to adhere to the federal grant program requirements, just the terms and conditions in the agreement with the recipient.

## Criteria for Selection

## EXPLANATIONS

**200.330 a.5** In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

a. Does the entity demonstrate a financial or public need for funding to carry out a project or provide a service?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

a. Will the entity be contributing match or other non-Federal funding in support of the award?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

a. Will the entity be reimbursed for only actual costs incurred?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

**OR**

**200.330 b.3** Normally operates in a competitive environment;

b. Were procurement policies applied in the selection of the entity?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

b. Was the entity's proposed price a factor in the selection process?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

b. Will the entity derive a profit from the agreement?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to **ANY** item **a**, this is an indicator of a subrecipient relationship.  
If you selected "yes" to **ANY** item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If the entity was chosen because it has the best widgets or service for the price, it has a contractor relationship with the recipient. Typically, a procurement method is followed, such as a competitive bid or RFP process. In this type of agreement, the entity usually makes a profit by delivering this good or service to the recipient. Payments to contractors are typically made based on contract terms.

Conversely, if the entity was chosen because it was already providing a service within the guidelines of the grant program and wants to partner with the recipient to expand the delivery or assist in meeting the goal of the grant, it may be a subrecipient. Typically, the entity may not make a profit and may provide its own non-federal funding as match or cost sharing. The entity may have been chosen through an application process or an announcement of funding, as opposed to the procurement process described above. Payment to a subrecipient is generally based on actual expenses unless awarded on a fixed amount subaward (2 CFR 200.332). It is typical of subrecipients to submit budgets, financial reports, or copies of invoices to the recipient, to document activity.



## Entity's Business Environment

## EXPLANATIONS

**200.330 b.1** Provides the goods and services within normal business operations;

b. Is the entity's normal business to provide the goods or services being purchased in the agreement?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

**200.330 b.2** Provides similar goods or services to many different purchasers;

b. Does the entity provide the same goods or services to other organizations?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "no" to **EITHER** item, it is an indicator of a subrecipient relationship.  
If you selected "yes" to **BOTH** items, it is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If a federal program provides funding to modify public buildings for handicapped accessibility and the recipient provides funds to an entity to update the entity's building, per the terms of the award, then a subrecipient relationship exists.

Conversely, if the recipient hires an entity to update their own building to be handicapped accessible, then a contractor relationship exists.

## Determination

## EXPLANATIONS

### Final Determination

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

Review all the entries and make an overall determination of the relationship. **Check the appropriate box in this section.**

**Determined by** \_\_\_\_\_ (enter name of person initially making decision) \_\_\_\_\_ (date)

**Approved by** Pamela Coleman \_\_\_\_\_ (date)  
(enter name of person reviewing)

*Based on the relationship determined above, see additional guidance on requirements governing agreements.  
Section 200.331 - "Requirements for pass-through entities," for subrecipient agreements,  
Section 200.317 through 200.326 - "Procurement Standards," for contractor agreements.*

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# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

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**File #:** RES-2025-1889

**Agenda Date:** 7/16/2025

**Agenda #:** 3.

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**To:** Charles Winfrey, Human Services Committee Chairperson

**From:** Michelle Estell, RS, MSA, Administrative Health Officer

**RE:** Approval of a request by Genesee County's Health Department to amend the Professional Services Contract with Go Beyond - Well Family System EMR for an additional one-year period from August 1, 2025 through July 31, 2026

### **BOARD ACTION REQUESTED:**

Approval to amend the Professional Services Contract with Go Beyond - Well Family System for an additional one-year period from August 1, 2025, through July 31, 2026. Data management Services will be paid through funding Account- 2211-607.01-801.000, Funding Source Health Resources and Services Administration (HRSA).

### **BACKGROUND:**

Health Start is an infant mortality reduction program that uses a multidisciplinary approach to provide home visiting services to families in the Genesee County community. This project receives large amounts of data that will be inputted into the Well Family System EMR database. Through the Well Family System, Go Beyond will provide essential services to this project not only by hosting the database for Healthy Start client information, but also completing all data management needs required by federal funder HRSA.

### **DISCUSSION:**

This request is to amend the Professional Services contract with Go Beyond - Well Family System for an additional one-year period. Go Beyond will provide essential needs for the project including data cleaning and data reporting to federal funder HRSA. The cost of the Well Family System EMR by Go Beyond is \$10,450.00 per year. **No county appropriation is needed.**

### **IMPACT ON HUMAN RESOURCES:**

There is no expected impact on Human Resources.

### **IMPACT ON BUDGET:**

All 2024 Healthy Start grantees received funding from federal funder HRSA carryout infant mortality services and data management related to the project.

### **IMPACT ON FACILITIES:**

There is no expected impact on facilities.

**IMPACT ON TECHNOLOGY:**

IT has done an initial review to determine if all components of this system is compliant with Genesee County standards. This system is web-based and will not require application downloads of any kind.

**CONFORMITY TO COUNTY PRIORITIES:**

Genesee County Healthy Start continues to support a Healthy, Livable, and Safe Community through the utilization of community resources. Home visiting services provided through the Healthy Start Initiative are shown to decrease maternal and infant mortality, therefore contributing to full term pregnancies and healthy infants.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Administrative Health Officer to authorize amending a contract between Genesee County and Go Beyond, LLC, said amendment being necessary to extend the contract for one additional year commencing August 1, 2025, though July 31, 2026, at a total cost not to exceed \$10,450.00 to be paid from account 2211-607.01-801.000 with no county appropriation required, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the July 16, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the amendment on behalf of Genesee County.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> HUB INTERNATIONAL FLORIDA/PHS 21225830 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT</b> <b>NAME:</b>	
	<b>PHONE</b> (866) 467-8730 (A/C, No, Ext):	<b>FAX</b> (A/C, No):
	<b>E-MAIL</b> <b>ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC#</b>	
<b>INSURED</b> GO BEYOND LLC 4860 COX RD STE 200 GLEN ALLEN VA 23060-9248	<b>INSURER A :</b> Hartford Fire Insurance Company 19682	
	<b>INSURER B :</b> Scottsdale Insurance Company 41297	
	<b>INSURER C :</b> Continental Casualty Co. 20443	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			21 SBA BY2444	09/29/2024	09/29/2025	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:								
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							
	OTHER:							
A	<b>AUTOMOBILE LIABILITY</b>			21 SBA BY2444	09/29/2024	09/29/2025	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/>	<input type="checkbox"/>						
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB EXCESS LIAB</b>	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		EKS3565006	03/13/2025	03/13/2026	EACH OCCURRENCE	\$3,000,000
			AGGREGATE				\$3,000,000	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
C	Professional & Cyber Liability			7068782583	03/13/2025	03/13/2026	Each Claim Limit	\$3,000,000
		Aggregate Limit	\$3,000,000					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**For Informational Purposes  
4860 COX RD STE 200  
GLEN ALLEN VA 23060-9248**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

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ACORD 25 (2016/03)

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**Go Beyond, LLC  
SLA - Onboarding**

**Date:** 05/17/2024

**Genesee County Health Dept.  
National Healthy Start Program**

**Objective:** WFS Database Implementation

**Scope of Work:**

Go Beyond to implement / onboard WFS Data System

**Deliverables**

Training of Staff (onboarding)

Migration of active/opened clients enrolled 1/1/2023 to present.

**Pricing:**

1 x onboard fee - \$9,100- includes all training, ongoing support, import of data, organization and user set up.

**Annual SLA** - \$10,450 - this is for unlimited users;

FIRST year cost for WFS

Healthy Start: \$10,450

1x onboarding fee: \$ 9,100

**TOTAL first year:** \$19,550                      annually after first year: \$10,450

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Genesee County Health Department  
National Healthy Start Program

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May 17, 2024

AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES CONTRACT

This Amendment is effective August 1, 2025, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Go Beyond, LLC**, a Florida Limited Liability privately owned software development company, whose principal place of business is located at 4860 Cox Road, Suite 200, Glenn Allen, VA 23060 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a Professional Services Contract effective August 1, 2024 (the "Agreement"), pursuant to which the Contractor would provide software and HRSA reporting support; and

WHEREAS, the Genesee County Board of Commissioners authorized the original Professional Services Contract by Resolution #2024-705; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for an additional one-year period, from August 1, 2025, through July 31, 2026.

NOW THEREFORE, the Parties agree as follows:

1. The term of the contract is extended for one additional year commencing August 1, 2025, through July 31, 2026.
2. Total budget for the additional year is **\$10,450.00** (See Exhibit C, attached to this amendment) for the new fiscal year.
3. All costs charged to the grant must be supported by proper documentation, including properly executed payrolls, effort reporting or time cards, invoices, contracts, and receipts for expenses, evidencing in detail the nature and propriety of the charges.
4. The remaining terms of the agreement remain unchanged and in full effect.

GO BEYOND, LLC

COUNTY OF GENESEE

By: \_\_\_\_\_  
Jason Stamm  
Chief Operating Officer

By: \_\_\_\_\_  
Delrico Lloyd, Chairperson  
Board of County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

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**File #:** RES-2025-1901

**Agenda Date:** 7/16/2025

**Agenda #:** 4.

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**To:** Charles Winfrey, Human Services Committee Chairperson

**From:** Michelle Estell, RS, MSA; Health Officer

**RE:** Approval of a Professional Services Contract between the Genesee County Health Department (GCHD) and Shonte Terhune - Smith

### **BOARD ACTION REQUESTED:**

Approval of Professional Services Contract between the Genesee County Health Department (GCHD) and Shonte Terhune-Smith. Contractor will be paid \$15,000.00 per year to provide doula-adjacent training and professional development to the Daddy as a Doula (DAD) facilitator for a total of \$30,000.00. Contract would be valid from June 1, 2025 through May 31, 2027 to be paid from Funding Account- 2211-607.04-801.000, Funding Source Michigan Health Endowment Fund (MiHEF).

### **BACKGROUND:**

Daddy as a Doula (DAD), aims to improve perinatal outcomes by providing culturally responsive doula-adjacent training to fathers. This initiative will use a train the trainer method. Curricula development and facilitator training will be provided by a certified doula.

### **DISCUSSION:**

The Daddy as a Doula Initiative will be funded for a 2-year period. Fathers will gain the education and skills to support pregnant individuals during labor, delivery, and the postpartum phase. The DAD Initiative will conduct a minimum of 4 cohort sessions per year, therefore training a minimum of 50 fathers over the course of 2-years. Training and support by a certified doula is needed to meet the goals and objectives of this grant. Genesee County Healthy Start received MiHEF funding for funding cycle June 1, 2025, through May 31, 2027. **No county appropriation is needed.**

### **IMPACT ON HUMAN RESOURCES:**

There is no expected impact on Human Resources.

### **IMPACT ON BUDGET:**

Cost for certified doula support have been allotted in the budget.

### **IMPACT ON FACILITIES:**

There is no expected impact on facilities.

### **IMPACT ON TECHNOLOGY:**



There is no expected impact on technology.

**CONFORMITY TO COUNTY PRIORITIES:**

The Daddy as a Doula Initiative supports a Healthy, Livable, and Safe Community through the utilization of community services. Efforts that both engage and train fathers are shown to reduce maternal stress, foster emerging father-child bonds, reduce the risk of child abuse, and improve access to care, ultimately promoting healthier families in Genesee County.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Health Officer to authorize entering into a contract between Genesee County and Shonte Terhune-Smith, whereby the contractor will provide support for the Daddy as a Doula (DAD) Initiative for a two-year term commencing June 1, 2025, through May 31, 2027, at a total two-year cost not to exceed \$30,000.00 to be paid from account 2211-607.04-801.000 with no county appropriation required, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the July 16, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.



## **LEGISTAR SUBMISSION CHECKLIST\***

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

### **DOES THE PROJECT NEED A CONTRACT?**

**1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)**

Yes: \_\_\_\_ (Go to Question 2)

No: \_\_\_\_ (Go to Question 4)

**2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?**

Yes: \_\_\_\_ This project requires a contract, skip to the contracts section.

No: \_\_\_\_ (Go to Question 3)

**3) Has the vendor presented a document for the county to sign?**

Yes: \_\_\_\_

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: \_\_\_\_

- Use a **Purchase Order** You do not need to complete the remainder of this form.

**4) Is this a request for services, an IT submission, or construction work?**

Yes: \_\_\_\_ This project requires a contract, skip to the contracts section.

No: \_\_\_\_ Contact Corporate Counsel office prior to submitting into Legistar.

## **CONTRACTS**

**\* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. \* If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

**1) Is this a new contract or a renewal/extension? \_\_\_\_\_**

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

**2) How is the contract funded?**

- a. Budgeted or General Funds: \_\_\_\_\_(Go to Question 3)
- b. Grant Funded: \_\_\_\_\_(Go to Question 4)
- c. Millage Funded: \_\_\_\_\_ (Go to Question 5)

**3) What is the vendor providing?**

- a. Services: \_\_\_\_\_
  - Use the **Professional Service Contract Template**
- b. Construction/Physical Building Altercation/Remodel \_\_\_\_\_
  - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

**\* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. \***

**4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient**

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

**5) Is this a new contract/agreement?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

- a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?

If **yes**, use the template/previous agreement.

If **no**, contact Corporate Counsel regarding template/previous agreement.

**6) Is a contract that is not a County prepared contract being submitted for review?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

- a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

\* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  CM&F Group 5 Bryant Park, 4th Floor New York, NY 10018	<b>CONTACT NAME:</b> CM&F Group		
	<b>PHONE (A/C, No, Ext):</b> 1-800-221-4904	<b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b> info@cmfgroup.com		
<b>INSURED</b>  Shonte Terhune-Smith 4207 WHISPERING OAK DR FLINT, MI 48507	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> MEDICAL PROTECTIVE COMPANY- MPC		11843
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability	X		VF5320	06/13/2025	06/13/2026	Per Incident Aggregate	1,000,000 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Occurrence Coverage  
Lactation Consultant/IBCLC

Additional Insured for the Type(s) of Insurance marked with an "X" above:  
Genesee County Health Department  
630 Saginaw Street  
Flint, Michigan 48507

## CERTIFICATE HOLDER

Shonte Terhune-Smith 4207 WHISPERING OAK DR FLINT, MI 48507	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  

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## 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”), **Shonte Terhune-Smith, a Michigan Sole Proprietor**, whose principal place of business is located at 4018 Miller Rd, Flint, Michigan 48532 (the “Contractor”) (the County and the Contractor together, the “Parties”).

### 1. Term

#### 1.1 Initial Term

The initial term of this Contract commences on June 1, 2025 and shall be effective through May 31, 2027 (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 **\$15,000.00** per year from June 1, 2025 through May 31, 2027) for a total amount of **\$30,000.00**. 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

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.

SHONTE TERHUNE-SMITH

COUNTY OF GENESEE

By: \_\_\_\_\_  
Shonte Terhune-Smith, Founder  
YOLO Doula and Lactation Services

By: \_\_\_\_\_  
Delrico Lloyd, Chairperson  
Board of County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A: Scope of Work

### **Work To Be Performed, 6/1/25 – 5/31/27**

#### **1. Training & Facilitation Support**

- a. Assist in co-facilitating 6–8 sessions/year (in-person or virtual)
- b. Participate in planning and implementation calls
- c. Provide follow-up with dads/partners before and after delivery
- d. Assist in participant engagement activities and outreach
- e. Provide adjustments to curriculum content

#### **2. Curriculum & Manual Development**

- a. Collaborate on the development of Daddy as a Doula training manual and provided additional handouts to increase knowledge as needed
- b. Provide editing support for curriculum in year 2 as shown from participant feedback
- c. Ensure content is culturally responsive and trauma-informed
- d. Conduct research for program as needed

#### **3. Meetings, Administration, & Reporting**

- a. Attend monthly check-ins and planning meetings with the Genesee County Health Department
- b. Assist with program evaluation and reporting as needed.



**EXHIBIT B**  
**Contractor's Projected Budget**  
**June 1, 2025 to May 31, 2027**

Daddy As A Doula Initiative - Budget  
Shonte' Terhune-Smith

As part of the Genesee County Health Department's "Daddy as a Doula" initiative, I will serve as a contractor to support the education and empowerment of fathers as birth partners. Drawing from my professional experience as a doula and lactation consultant, I will help develop and deliver a curriculum that provides fathers with foundational childbirth education and practical, evidence-based support techniques.

This includes hands-on training in comfort measures such as positioning, counter pressure, and affirmations, equipping fathers with the confidence and skills to be active, informed, and supportive during labor and birth. The goal is not to replace the vital role of professional doulas, but to honor and strengthen the natural role of fathers by preparing them to support their partners with presence and purpose.

**"Daddy as a Doula" Consultant**

**Total Contract: \$15,000/year**

**1. Training & Facilitation Support – \$8,000**

- Assist in co-facilitating 6–8 sessions/year (in-person or virtual)
- Planning calls, prep time, follow-up with dads/partners, and delivery
- Includes follow-up, participant engagement, and adjustments to content  
***Estimated Hours: 80 hrs/year*** (blended for prep & delivery)

**2. Curriculum & Manual Development – \$5,000**

- Collaborate on the development of training manual, additional handouts, editing year 2 from participation feedback and manual edits for potential publication and use by other programs
- Include culturally responsive content and trauma-informed care
- Research, writing, editing as policies change, and formatting contribution  
***Estimated Hours: 50 hrs/year***

**EXHIBIT B**  
**Contractor's Projected Budget**  
**June 1, 2025 to May 31, 2027**

**3. Meetings, Admin, & Reporting – \$2,000**

- Monthly check-ins or planning meetings with Genesee Health Dept
- Email communication, invoicing, and light reporting/assisting with evaluation  
*Estimated Hours: 20 hrs/year*



**RISK MANAGEMENT DIVISION**  
1101 Beach Street, 3<sup>rd</sup> Floor Flint, Michigan 48502  
Phone: (810) 257-2628 Fax (810) 257-3502

**COUNTY OF GENESEE**  
**SOLE PROPRIETOR WORKERS' COMPENSATION RELEASE FORM**

I, Shonte' Terhune-Smith, as an independent contractor performing work and/or services for the County of Genesee, acknowledge that I am a Sole Proprietor business and will not employ any person(s) in the work to be performed for the County of Genesee under this contract (IBCLC Contract).

I am familiar with the requirements of the Workers' Disability Compensation Act, and as a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers' Disability Compensation Act of the State of Michigan.

In consideration of being awarded this contract, I agree to indemnify any and all claims against the County and to hold harmless the County of Genesee from any and all injuries or illnesses that I may sustain during the course or as a result of this contract.

I hereby agree to notify the County of Genesee in writing prior to hiring any person(s), full time or part time, to assist in this contract and to secure workers' compensation insurance prior to any person beginning work or assisting in the performance or work under this contract or otherwise become subject to the Workers' Disability Compensation Act of Michigan.

Shonte Terhune-Smith  
Signature (contractor)

2/21/24  
Date

Shanta Smith  
Witness (other than relative)

2/28/24  
Date

1/14/2016

## The Father's Whey: Partnering for Presence in the Birth Room

In response to Genesee County Health Department's initiative to increase father engagement during pregnancy and childbirth, I am submitting this proposal for consulting services. My contribution to the **"Daddy as a Doula"** project would center on creating and delivering a deeply grounded, culturally-responsive training series that equips fathers with the tools to offer meaningful support during labor and birth.

With nearly 15 years of experience in birthwork—including doula care, lactation consulting, and community-based education, I design trainings that honor the unique needs of each community. I approach this work through a lens of equity, inclusion, and cultural respect, ensuring fathers aren't simply given information but are truly liberated to show up for their partners in ways that feel natural, confident, and connected.

This quote reflects a comprehensive scope of work, including curriculum design, session facilitation, and administrative coordination. It reflects the depth of planning, presence, and professional expertise I bring to every engagement.

**Total Contract: \$22,500/year for 2 years**

---

### 1. Customized Training & Facilitation – \$12,000/year

- Co-lead up to 8 in-person or virtual sessions annually
- Includes preparation, group engagement between sessions, and delivery
- Sessions are tailored in real time based on group dynamics and feedback

**Estimated Hours: 96/year**

---

### 2. Curriculum Development & Resource Design – \$7,500/year

- Co-develop a practical, accessible training guide with culturally-specific examples and trauma-informed framing
- Draft and revise tools (handouts, visual aids, reference materials) for participant use and potential replication

**Estimated Hours: 60/year**

---

### **3. Collaboration, Admin & Evaluation Support – \$3,000/year**

- Monthly planning and strategy meetings
- Communication, documentation, and contribution to any evaluation or reporting processes

**Estimated Hours: 24/year**



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

---

**File #:** RES-2025-1903

**Agenda Date:** 7/16/2025

**Agenda #:** 5.

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**To:** Charles Winfrey, Human Services Committee Chairperson

**From:** Michelle Estell, RS, MSA; Health Officer

**RE:** Approval of a Professional Service Contract between Genesee County Health Department (GCHD) and InvolvedDad

### **BOARD ACTION REQUESTED:**

Approval of Professional Services Contract between the Genesee County Health Department (GCHD) and InvolvedDad. Contractor will be paid \$24,000.00 per year to provide training for the Daddy as a Doula Initiative. Contract would be valid from June 1, 2025, through May 31, 2027 to be paid from Funding Account- 2211-607.04-801.000, Funding Source Michigan Health Endowment Fund.

### **BACKGROUND:**

Daddy as a Doula (DAD), aims to improve perinatal outcomes by providing culturally responsive doula-adjacent training to fathers. This initiative will use a train the trainer method to provide education and hands-on training to expectant fathers and supportive male partners.

### **DISCUSSION:**

The Daddy as a Doula Initiative will be funded for a 2-year period. Fathers will gain the education and skills to support pregnant individuals during labor, delivery, and the postpartum phase. The DAD Initiative will conduct a minimum of 4 cohort sessions per year, therefore training a minimum of 50 fathers over the course of 2-years. Training and support by a fatherhood organization is needed to meet the goals and objectives of this grant. Genesee County Healthy Start received MiHEF funding for funding cycle June 1, 2025, through May 31, 2027. **No county appropriation is needed.**

### **IMPACT ON HUMAN RESOURCES:**

There is no expected impact on Human Resources.

### **IMPACT ON BUDGET:**

Funds for training facilitation have been allotted in the budget.

### **IMPACT ON FACILITIES:**

There is no expected impact on facilities.

### **IMPACT ON TECHNOLOGY:**

There is no expected impact on technology.

**CONFORMITY TO COUNTY PRIORITIES:**

The Daddy as a Doula Initiative supports a Healthy, Livable, and Safe Community through the utilization of community services. Efforts that both engage and train fathers are shown to reduce maternal stress, foster emerging father-child bonds, reduce the risk of child abuse, and improve access to care, ultimately promoting healthier families in Genesee County.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Administrative Health Officer to authorize entering into a contract between Genesee County and InvolvedDad, whereby the contractor will provide training and support for the Daddy as a Doula (DAD) Initiative, at a total cost not to exceed \$24,000.00 per year for a two-year term commencing June 1, 2025, through May 31, 2027, for a total cost not to exceed \$48,000.00 to be paid from account 2211-607.04-801.000 with no county appropriation required, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the July 16, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.



## 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”), **InvolvedDad, a Michigan non-profit organization**, whose principal place of business is located at **1172 Robert T Longway Blvd, 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 June 1, 2025, and shall be effective through May 31, 2027 (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 **\$24,000.00** per year from June 1, 2025, through May 31, 2027, for a total amount not to exceed **\$48,000.00**. 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.

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.

#### **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.

### **12.2 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.

### 12.3 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

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.

**\*\*\*\*\* SIGNATURE PAGE FOLLOWS \*\*\*\*\***



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

SHON HART, INVOLVEDDAD

COUNTY OF GENESEE

By: \_\_\_\_\_  
Shon Hart, Executive Director  
InvolvedDad

By: \_\_\_\_\_  
Delrico Lloyd, Chairperson  
Board of County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A: Scope of Work

Contractor shall facilitate doula-adjacent training for expectant fathers and supportive male partners in Genesee County. Trainings should be completed quarterly at minimum. Contractor shall provide training to a minimum of (25) expectant fathers and/or supportive male partners. Contractor will use the required “Daddy as a Doula” curriculum to train program participants. Contractor will provide documentation to project director that includes monthly report of attendees and monthly invoice.

- Maintain compliance with existing and emerging Michigan Health Endowment Fund grant requirements, and all current applicable regulatory standards.
- Assist with program enrollment via community outreach efforts.
- Conduct informational sessions for expectant fathers and supportive male partners prior to the start of a cohort.
- Ensure the completion of required participant documents including, but not limited to demographic, enrollment, and evaluation forms.
- Facilitate a minimum of (4) training sessions per year with a minimum of 10-15 expectant fathers, supportive male partners, and community partners/residents per cohort session.
- Maintain communication via team and individual meetings to discuss the status of program goals and objectives.
- Complete the required training. Train the trainer training will be conducted by a certified doula.
- Provide ongoing mentoring and support to program participants individually and/or in a group setting.

**EXHIBIT B:**  
**Contractor's Projected Budget**  
**June 1, 2025 to May 31, 2027**

InvolvedDad Project Budget	FROM	THROUGH	Grant Year			
	6/1/25	5/31/27				
	Price	Units	Frist Year Units	2025-2026	2026-2027	Total
<b>CONTRACTUAL COSTS</b>						
Daddy as a Doula Sessions	\$ 585.00	8	6	\$ 3,510.00	\$ 4,680.00	
Individual Meetings - (Open Office Hours)	\$ 120.00	24	20	\$ 2,400.00	\$ 2,880.00	
Team Meetings (including Health Dept)	\$ 75.00	12	10	\$ 750.00	\$ 900.00	
Participant Recruitment and Enrollment (Attend Fairs, Social Media Campaigns, Clinic)	\$ 100.00	12	10	\$ 1,000.00	\$ 1,200.00	
Informational Sessions	\$ 120.00	8	6	\$ 720.00	\$ 960.00	
Participant Correspondance (Short <30 min)	\$ 45.00	45	35	\$ 1,575.00	\$ 2,025.00	
Administrative Support	\$ 300.00	12	12	\$ 3,600.00	\$ 3,600.00	
				\$ 13,555.00	\$ 16,245.00	29,800
<b>Training</b>						
Training Hours - Train The Trainer	\$ 75.00	5	25	\$ 1,875.00	\$ 3,600.00	5,475
<b>TRAVEL</b>						
Mileage (\$0.57/mile x 2,000)	\$ 0.57	2,000	1,000	\$ 570.00	\$ 1,140.00	
Travel to National Fatherhood Conference	\$ 1,500.00	2	2	\$ 3,000.00	\$ 3,000.00	
				\$ 3,570.00	\$ 4,140.00	7,710
<b>Totals</b>				\$ 19,000.00	\$ 23,985.00	42,985



## **LEGISTAR SUBMISSION CHECKLIST\***

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

### **DOES THE PROJECT NEED A CONTRACT?**

**1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)**

Yes: \_\_\_\_ (Go to Question 2)

No: \_\_\_\_ (Go to Question 4)

**2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?**

Yes: \_\_\_\_ This project requires a contract, skip to the contracts section.

No: \_\_\_\_ (Go to Question 3)

**3) Has the vendor presented a document for the county to sign?**

Yes: \_\_\_\_

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: \_\_\_\_

- Use a **Purchase Order** You do not need to complete the remainder of this form.

**4) Is this a request for services, an IT submission, or construction work?**

Yes: \_\_\_\_ This project requires a contract, skip to the contracts section.

No: \_\_\_\_ Contact Corporate Counsel office prior to submitting into Legistar.

### **CONTRACTS**

**\* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. \* If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

**1) Is this a new contract or a renewal/extension? \_\_\_\_\_**

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

**2) How is the contract funded?**

- a. Budgeted or General Funds: \_\_\_\_\_(Go to Question 3)
- b. Grant Funded: \_\_\_\_\_(Go to Question 4)
- c. Millage Funded: \_\_\_\_\_ (Go to Question 5)

**3) What is the vendor providing?**

- a. **Services:** \_\_\_\_\_
  - Use the **Professional Service Contract Template**
- b. Construction/Physical Building Altercation/Remodel \_\_\_\_\_
  - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

**\* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. \***

**4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient**

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

**5) Is this a new contract/agreement?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

- a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?

If **yes**, use the template/previous agreement.

If **no**, contact Corporate Counsel regarding template/previous agreement.

**6) Is a contract that is not a County prepared contract being submitted for review?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

- a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

\* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CTG Insurance PO Box 8  Grand Blanc MI 48480	<b>CONTACT</b> NAME: Aimee Howell PHONE (A/C, No, Ext): 800-732-0096 E-MAIL: support@ctgins.com ADDRESS: support@ctgins.com	<b>FAX</b> (A/C, No):
<b>INSURED</b> InvolvedDad 1172 Robert T Longway Blvd PO Box 703 Flint MI 48503-1851	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : United States Liability Co (USLI) INSURER B : AmTrust Financial INSURER C : INSURER D : INSURER E : INSURER F :	<b>NAIC #</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		NPP1632362	05/22/2025	05/22/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			NPP1632362	05/22/2025	05/22/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
	OCCUR						AGGREGATE \$
	CLAIMS-MADE						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	QWC1472933	07/26/2024	07/26/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						
A	Professional Liability - Social Services			NPP1632362	05/22/2025	05/22/2026	\$1,000,000
A	Abuse & Molestation Liability - Social Se			NPP1632362	05/22/2025	05/22/2026	\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

NPP1632362 - Directors & Officers Liability - \$1,000,000 each claim \$1,000,000 aggregate  
NPP1632362 - Employment Practices Liability - \$1,000,000 each claim \$1,000,000 aggregate

**CERTIFICATE HOLDER****CANCELLATION**

Genesee County 1101 Beach St  Flint MI 48502-1417	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> <i>Tanya Howell</i>
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# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

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**File #:** RES-2025-1938

**Agenda Date:** 7/16/2025

**Agenda #:** 6.

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**To:** Charles Winfrey, Human Services Committee Chairperson

**From:** Michelle Estell, RS, MA, Health Officer

**RE:** Approval of an agreement between Michigan State University for its College of Human Medicine and Genesee County on behalf of the Genesee County Health Department (GCHD) for a clinical training affiliation that encompasses all Michigan Status University undergraduate medical programs

### **BOARD ACTION REQUESTED:**

Requesting approval of an agreement between Michigan State University College of Human Medicine and GCHD for the clinical training of undergraduate medical students in community, population, and public health.

### **BACKGROUND:**

GCHD recognizes the need for and desire to aid in the educational development of health professionals and enhance cross-training of medical professionals in the field of public health and is willing to make its employees and premises available for such purposes. This Agreement is designed to provide the Michigan Student University College of Human Medicine students with clinical and applied-practical educational experiences through GCHD to fulfill academic credit or requirements for its allopathic medicine degree. If the GCHD has more than one (1) location, this Agreement shall encompass all supervised (direct and indirect) educational experiences conducted at all GCHD locations, facilities, subsidiaries, and affiliates.

### **DISCUSSION:**

Approval of this contract will enable GCHD to participate in the training of Michigan State University College of Human Medicine students in community, population, and public health. It will jointly support efforts to develop a medical workforce that is well-versed in public health while also increasing capacity for GCHD to complete important public health projects. Said projects will benefit community members, by allowing undergraduate medical students at Michigan State University College of Human Medicine to participate in clinical experiences and applied practice-oriented public health experiences or projects. **No funds or county appropriation is needed.**

### **IMPACT ON HUMAN RESOURCES:**

There are no expected impact on Human Resources.

### **IMPACT ON BUDGET:**

There are no costs associated with this contract.

**IMPACT ON FACILITIES:**

There is no expected impact on Facilities.

**IMPACT ON TECHNOLOGY:**

Standard forms of communication (email, phone, virtual meetings) technology will be utilized to communicate with Michigan State University College of Human Medicine faculty and students.

**CONFORMITY TO COUNTY PRIORITIES:**

Healthy, Livable & Safe Communities: By entering this joint clinical training affiliation, GCHD will support the development of a medical workforce well-trained in public health and community medicine. Projects identified by GCHD will be completed with assistance from undergraduate medical students, allowing for more community health initiatives, outreach clinics and health education to be delivered to residents of Genesee County.



TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Health Officer to authorize entering into a Clinical Training Affiliation Agreement between Genesee County and the Michigan State University College of Human Medicine, whereby the Health Department will partner with the medical school to provide a joint clinical training program for the medical students for a five-year period commencing upon the signing of said agreement, at no cost to the county, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the July 16, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

Clinical Training Affiliation Agreement Between Michigan State University and  
Genesee County on Behalf of Genesee County Health Department

This Affiliation Agreement (“Agreement”) is made and entered between Michigan State University for its College of Human Medicine with primary offices located in East Lansing, Flint, and Grand Rapids (“University”) and Genesee County on behalf of the Genesee County Health Department (“GCHD”), located in Flint, Michigan. This Agreement encompasses all University undergraduate medical programs.

To fulfill the objectives of training undergraduate medical students in community, population and public health, the University desires to obtain for its students enrolled in the program opportunities to engage in public health activities. These activities can include on-site supervised clinical experiences and/or other applied practice-oriented public health experiences and/or projects.

GCHD recognizes the need for and desire to aid in the educational development of health professionals and enhance cross-training of medical professionals in the field of public health and is willing to make its employees and premises available for such purposes. This Agreement is designed to provide the University students with clinical and applied-practical educational experiences through GCHD to fulfill University academic credit or requirements for its allopathic medicine degree. If the GCHD has more than one (1) location, this Agreement shall encompass all supervised (direct and indirect) educational experiences conducted at all GCHD locations, facilities, subsidiaries, and affiliates.

I. Educational Preparation of Students

The University has sole responsibility for the education and clinical training program of students, including the appointment and assignment of faculty with the responsibility for teaching the students. The University will use its best efforts to ensure that students selected from participation in the clinical experiences available at the health department are prepared for effective participation in the clinical education phase of their program overall and will retain ultimate responsibility for the academic education of its students. The University will also use its best efforts to ensure that students seeking applied-practical public health experiences are prepared for effective participation.

II. Relationship of the University and GCHD

A. GCHD:

1. Will plan and administer all aspects of client/patient care and clinical services at its facilities. GCHD shall have responsibility for the rendering of high-quality client/patient care and clinical services and shall have final responsibility,

authority, and supervision over all aspects of client/patient care and clinical services. GCHD may require that the University provides an appropriately trained faculty member to oversee students during the provision of clinical services on-site, but ultimate responsibility for provision of clinical services falls under the responsibility of GCHD.

2. Will maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur, including but not limited to providing students with assigned space and essential office equipment and supplies, access to GCHD's library and other printed materials, computer access, security badges, and secured storage space for student personal items.
3. Will participate with the University and the students, where applicable, in the selection of learning opportunities in keeping with the objectives developed by the University of the educational experiences. For clinical experience, nothing in the agreement will prevent any patient from requesting not to be a "teaching" patient or prevent GCHD from designating a patient as a nonteaching patient.
4. Will be guided by the objectives of the students' learning as outlined by their specific program while the students are at GCHD. GCHD and University share the responsibility for creating an appropriate learning environment that includes formal learning activities and the attitudes, values and informal lessons conveyed by individuals interacting with the students.
5. Will designate a qualified liaison person(s) to work with the University and the students to whom all communication from the University may be sent.
6. Will orient the students to the relevant rules, policies, regulations and procedures of GCHD, including departmental and/or clinical policies and procedures when applicable.
7. Will engage in the regular exchange of information between the University and GCHD through either on-site visits arranged at a mutually convenient time, or written, electronic, or telephone communications. This exchange of information will also include the timely sharing of information relating to possible concerns, disciplinary or otherwise, that GCHD may have, or of which GCHD is aware, relating to the student placed at GCHD pursuant of this Agreement. GCHD also agrees to provide timely response to any reasonable requests for information that the University may make regarding a student placed at GCHD pursuant of this agreement.
8. Will participate in post-program evaluation data-collection, when applicable.
9. Will comply with all applicable state and federal workplace safety laws and regulations.
10. Will provide emergency health care, if available, to students for illnesses or injuries incurred while students are on GCHD premises under this Agreement. In the event GCHD does not have the resources to provide such emergency health care, GCHD will refer the student to the nearest emergency facility. Financial responsibility for such emergency health care shall rest with the individual students.

11. Will, if requested by University, notify preceptor that University may require preceptor to provide resume or curriculum vitae information to satisfy University accreditation requirements.
- B. The University:
1. Acknowledges GCHD's need to maintain its standard of service and its relationship with the community.
  2. Will be responsible for curriculum planning, admission, administration, matriculation, faculty appointments, and promotions with respect to the University's medical education program.
  3. Will be responsible for the final evaluation of the students' performance. The University will provide GCHD with all relevant learning objectives, as specified by each specific program/department, to enable GCHD to provide the University with information useful and/or necessary for such evaluation. The University, along with GCHD personnel, will evaluate the educational experiences available within GCHD.
  4. Will coordinate student placements/experiences at GCHD with the designated GCHD Site liaison and, when applicable, will provide the following information to the GCHD Site Liaison prior to the beginning of the educational experience:
    - a. The names of students to be participating in any sort of educational experience (clinical or applied-practical) no later than one (1) week prior to the scheduled educational experience at GCHD;
    - b. The beginning and ending dates of the students' educational experience at GCHD;
    - c. Learning objectives for the educational experience; and,
    - d. The level of students (e.g. first year, second year, etc.).
  5. Will designate one point of contact or a qualified liaison person(s) for each program/department to whom all communication from GCHD may be sent and will provide for regular exchange of information between the University and GCHD through either on-site visit arranged at a mutually convenient time, or written, electronic, or telephone communications.
  6. Will advise its students that students will be subject to GCHD's policies, procedures, clinical procedures and protocols (when applicable), rules and regulations, including GCHD's policy on uniforms and dress code, while participating in any educational experience at GCHD.
  7. Agrees that all students participating in clinical educational experiences will be instructed in the OSHA Bloodborne Pathogens Standard, either through the University or through GCHD.
  8. Will allow only those students who have met all the University's requirements to participate in educational experiences at GCHD. To the extent that GCHD desires student information beyond that which University requires, GCHD will seek that information directly from each student.
  9. Understands that nothing in this Agreement prevents GCHD from honoring the request of any patient/client to not be a teaching patient and/or work with students; or prevents any member of the GCHD staff from either designating any

patient as a non-teaching patient or designating any specific activity as outside the scope of a student.

III. Acceptance/Refusal of Student: Student Withdrawal/Removal

- A. It will be the responsibility of GCHD to set its own professional eligibility standards and requirements for student participation in educational experiences at GCHD and to evaluate the student information provided to GCHD by the University and/or the students pursuant to Section II.B.8, above. If GCHD determines that a student does not meet its professional eligibility standards and requirements to participate in an education experience (clinical or applied-practical) at GCHD, GCHD will promptly notify the student and the University of such determination in writing, including the basis for GCHD's determination. The University will ensure that a student so identified by GCHD does not participate in the educational experience at GCHD.
- B. GCHD may take immediate action, without giving prior notice to the University, to temporarily remove a student from educational experience activities at GCHD to correct and emergent situation where GCHD has deemed the student to be a risk to the safety and care of GCHD's patients/clients, guests, employees, or the student themselves. GCHD will immediately notify the University in writing of the action taken, including the basis for GCHD's determination.
- C. GCHD reserves the right to permanently terminate the participation of a student in an educational experience (clinical or applied-practical) at GCHD for a reasonable cause related to GCHD's need to ensure the quality of patient care and safety, as well as overall services provided to the public. GCHD will submit a written notice to the University that the student's participation in the educational experience at GCHD should be terminated. Such notice may include the basis for GCHD's determination, and the University will immediately comply with GCHD's notice.

IV. Student Supervision

- A. The Health Department maintains primary responsibility for the care and provision of services, both clinical and non-clinical, to their clients. However, the University may be required to provide appropriately trained and licensed faculty to offer onsite supervision of students. In such cases, if applicable:
  - 1. The University will ensure that faculty supervisors are properly trained, licensed, and credentialed to perform the activities they oversee.
  - 2. Faculty supervisors and students must adhere to all institutional and clinical policies and procedures established by the Health Department.
  - 3. The level of student participation and supervision (direct or indirect) will be determined by the faculty supervisor in collaboration with Health Department staff, considering factors such as the student's level of training, the complexity of care, and patient consent.
  - 4. The Health Department will provide necessary orientation and training to faculty supervisors and students regarding specific institutional protocols and procedures.

5. Faculty supervisors will be responsible for reviewing and independently verifying all student findings, including documentation of patient history, physical examination, and treatment plans.
6. The University and Health Department will maintain open communication channels to ensure effective collaboration and address any concerns regarding student supervision or patient care.
7. Both parties agree to comply with all applicable state and federal laws, as well as third-party payer rules and regulations related to student supervision in clinical settings.

V. Student/Non-Employee Status

The University's students shall not be deemed to be employees of GCHD or the University for the purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, Social Security, or any other purpose due to their participation in any educational experience at GCHD pursuant to this Agreement. The parties understand and agree that the primary purpose of the students' placement at a GCHD clinical site or participation in applied practical educational opportunities/activities is to receive an education experience as a part of the student's academic curriculum. It is further understood that students shall not at any time replace or substitute any employee of GCHD, nor shall students perform any of the duties normally performed by an employee of GCHD, except such duties as are a part of their training and are performed by the students under the supervision of a GCHD employee, or University faculty in accordance with GCHD policies and procedures, pursuant to Section IV.A.1-7, above.

VI. Confidentiality

- A. The University shall advise its students that they must act pursuant to all applicable federal and state laws and regulations regarding confidentiality of client/patient information and records, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- B. The parties acknowledge that many student records and other personally identifiable information regarding the University's students ("Education Records") are protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. § 99.1 et seq. The Clinical Site shall not release information contained in these Education Records, but shall instead refer all requests for information respecting such Education Records to the University.
- C. Notwithstanding anything else herein, nothing in this Agreement shall prevent either party from producing documents or disclosing information that is required by law (such as the Michigan Freedom of Information Act ("FOIA")) or a valid production document (such as a warrant or subpoena) with notice of such disclosure promptly provided to the other party.

- D. The University shall inform its students that GCHD will require them to execute the Genesee County's Release of Liability Waiver as shown on Attachment A and the Genesee County Health Department Volunteer and Confidentiality Agreement as shown on Attachment B, prior to the start of their educational experience at GCHD.

VII. Non-Discrimination

University and GCHD will not discriminate against any employee, applicant, or student enrolled in their respective programs because of age, color, gender, gender identity, disability status, height, marital status, national origin, political persuasion, race, religion, sexual orientation, veteran status, weight, or any other basis protected by law. Each party will have and communicate procedures to the other for an employee, applicant, or student to report an actual or perceived incident of discrimination or harassment. Notice of any alleged incident of discrimination or harassment arising under this Agreement will be promptly communicated to the other party to the extent allowed under existing privacy and other state and federal laws. A breach of this section will be a material breach of this Agreement.

VIII. Insurance

- A. The University is self-insured and shall maintain in full force and effect for the term of this Agreement, and any renewals thereof, the following occurrence-based insurance covering the University and its students: 1) commercial general liability insurance with minimum limits of coverage not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the general aggregate; 2) professional liability insurance with minimum limits of coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. The University will provide GCHD with current certificate of insurance, upon request.
- B. Genesee County on behalf of GCHD shall maintain in full force and effect for the term of this Agreement, and any renewals thereof, the following occurrence-based insurance or self-insurance covering GCHD and its employees: 1) commercial general liability insurance with minimum limits of coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the general aggregate; and, 2) Public Officials insurance with minimum limits of coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Genesee County on behalf of GCHD will furnish the University with current certificates of insurance, upon request.
- C. Compliance with the foregoing requirements as to carrying insurance and furnishing evidence of such will not relieve either party of its liability and obligations under this Agreement.

IX. Responsibility for Actions

To the extent permitted by law, each party will remain responsible only for its own acts and omissions and the acts and omissions of its employees, officers, directors, and affiliates. A party shall not be liable for any claims, demands, actions, costs, expenses and liabilities, including reasonable attorneys' fees, which may arise in connection with the failure of the other party or its employees, officers, directors, or agents to perform any of their obligations under this Agreement.

X. No Monetary Obligation

There shall be no monetary consideration paid by either party to the other, its being acknowledged that the education experiences provided hereunder are mutually beneficial.

XI. Terms and Termination

The term of this Agreement shall commence as of the date of the last signature by the parties and shall continue for five (5) years, unless terminated as set forth in this Section. This Agreement may be terminated by either party, provided written notice of this effect given to the other party at least six (6) months prior to the proposed date of termination. In the event of termination or expiration of this Agreement, the parties shall cooperate and use their reasonable best efforts to let any students complete their educational experiences already in progress at GCHD.

XII. Amendment

No amendment or modification to this Agreement, including any amendment or modification to this paragraph, shall be effective unless in writing and signed by both parties.

XIII. Notices

Any and all notices required to be given under this Agreement shall be directed to:

GCHD: Attn: Michela Corsi  
Genesee County Health Department  
630 S Saginaw  
Flint, MI 48502-1525  
Ph: (810)237-4544



University

Attn: Andrea Wendling, MD

Michigan State University College of Human Medicine

Sr, Associate Dean, Academic Affairs

965 Wilson Rd., E. Fee Hall – Ste. A102, East Lansing, MI 48824

[wendli14@msu.edu](mailto:wendli14@msu.edu) or 517-353-1730

with a copy to Mike Braem, JD, Contract Manager, [braemmic@msu.edu](mailto:braemmic@msu.edu)

XIV. Governing Law, Construction and Venue: Sovereign Immunity

- A. This Agreement shall be governed by and construed under the laws of the State of Michigan regard for principles of choice of law. Any claims, demands, or actions asserted against the University shall be brought in the Michigan Court of Claims. GCHD, its successors and assigns, consent to the jurisdiction of a court with applicable subject matter jurisdiction sitting in the State of Michigan with respect to any claim arising under this Agreement.
- B. The parties acknowledge that Michigan State University is a Constitutional body corporate and that Genesee County is a body corporate created under the Michigan Constitution and, as such, each party retains whatever rights, immunities, and defenses are provided to that party under the Michigan and U.S. Constitutions and applicable federal and state law with regard to any claim, demand, or action arising out of this Agreement.

XV. Miscellaneous

- A. This Agreement does not create any agency, partnership, joint venture, or employment relationship between the parties.
- B. Each party agrees it will not use the other party's names, marks, or logos in any advertising, promotional materials, press release, publication, public announcement, or through other media, whether written, oral or otherwise, without the prior written consent of the other party. Prior written consent will not be required for use of the other party's name in the context of factual or descriptive statements regarding the subject matter of this Agreement.
- C. Neither GCHD nor the University shall be liable for failure to perform its respective obligations under the Agreement when failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy related closings, pandemic or epidemic, or like causes beyond

the responsible control of the party (“Force Majeure Event”). In the event that either party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the party shall: (a) as soon as practicable notify the other party in writing of the Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible, including, as applicable, abiding by the disaster plan in place for the University. In the event that any Force Majeure Event delays a party’s performance form more than thirty (30) calendar days following notice by the delaying party pursuant to this Agreement, the other party may terminate this Agreement immediately upon written notice.

XVI. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior discussions, agreements, and understandings between the parties, whether oral or in writing, with respect to the subject matter hereof are hereby superseded by this Agreement.

XVII. Signature Authority

Each party represents and warrants that the individual signing this Agreement on its behalf has the authority to do so and to so legally bind the party.

- Attachments:**  
**A– Release of Liability**  
**B– Student Volunteer and Confidentiality Agreement**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

For the County	For the University
By: _____	By: _____
Delrico Lloyd, Chairman	Thomas D. Jeitschko, PhD
Genesee County Board of Commissioners	Interim Provost & Executive Vice President, Academic Affairs
	By: _____
	Jennifer Johnson
	Chair, CS Mott Dept. of Public Health



# GENESEE COUNTY

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## OFFICE OF FISCAL SERVICES

Risk Management Division

1101 Beach Street, 3<sup>rd</sup> Floor Flint, Michigan 48502-1453

Phone: (810) 257-2628 Fax (810) 257-3502

Chrystal Simpson  
*Chief Financial Officer*

Katie Schoening  
*Risk Manager*

### RELEASE OF LIABILITY

**PLEASE READ CAREFULLY**

I, \_\_\_\_\_, for myself, my heirs, and my personal representatives hereby assume all risk of personal injury or death, and property damage or loss from whatever causes arising, while I am on County premises and/or while I am engaged in my employment with Genesee County, Genesee County Health Department and release Genesee County, its officers, agents and employees from any liability therefore, directly or indirectly, and will defend, indemnify and save harmless the County, its officers, agents and employees from any such liability, whether or not arising out of negligent or willful actions or the failure to act on the part of the County, its officers, agents and employees. The consideration for my agreement herein is my being allowed to engage in the activity identified above. (Further, I certify that I am over 18 years of age.)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

If participant is under the age of 18 years, the following section must be completed.

I, \_\_\_\_\_, being a parent or legal guardian of \_\_\_\_\_, a child, for myself, my heirs and my personal representatives, hereby agree to defend, indemnify, and save harmless Genesee County, its officers, agents, and employees, from any action brought by or on behalf of the above-named child arising out of the activity identified above. The consideration for my agreement herein is the County allowing said child to engage in such activity.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

# **Genesee County Health Department**

## **Volunteer and Student Confidentiality Agreement**

I, \_\_\_\_\_, understand that it is the policy of the Genesee County Health Department to abide by federal and state regulations and Health Department policies and procedures pertaining to confidentiality and security of clients' protected health information. I will respect the confidentiality of all information collected by the Health Department.

I understand that during my volunteer/student assignments I may have access to client information that is not available to the public. I further understand that I must exercise strict precautions in order to protect this information from intentional or unintentional unauthorized access, use, modification, disclosure, or destruction.

**I understand that it is my responsibility to protect client information by:**

- ❖ Using client information only for the purpose of performing my volunteer/student assignment.
- ❖ Never accessing or using client information out of curiosity, or for personal interest or advantage.
- ❖ Directing any questions regarding client information to Health Department staff.
- ❖ Never showing, discussing, or disclosing client information to or with anyone who does not have the legal authority or the "need to know".
- ❖ Not discussing any client information except in the performance of job-related duties, being especially mindful that these discussions should not occur in public areas.
- ❖ Never discussing clients outside of the clinic setting.
- ❖ Not leaving client information unattended at my workstation.
- ❖ Never removing client information from the work area without authorization.
- ❖ Returning all items and information in my possession when my assignment is complete.
- ❖ Following all applicable Health Department policies and procedures for protecting privacy and security of information.

7/15/0

### **Penalties**

Unauthorized access, use, modification, disclosure, or destruction of a client's Protected Health Information is prohibited by state and federal laws, as well as Health Department policy. The penalties for unauthorized access, use, modification, disclosure, or destruction may include disciplinary action up to and including discharge from volunteer service or student placement and/or criminal or civil action.

***I have read, understand and agree to abide by the Confidentiality Statement printed above.***

\_\_\_\_\_  
Print Full Name (first, middle initial, last)

Student/volunteer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

I have reviewed with the volunteer/student state and federal laws as well as Health Department policy concerning client Protected Health Information

\_\_\_\_\_  
Print Full Name (first, middle initial, last)

Health Department Supervisor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

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**File #:** RES-2025-1959

**Agenda Date:** 7/16/2025

**Agenda #:** 7.

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**To:** Charles Winfrey, Human Services Committee Chairperson

**From:** Pamela Coleman, GCCARD Director

**RE:** Approval of a request to accept Round Three Contract Amendment Between the Valley Area Agency on Aging and Genesee County for the Home Delivered and Congregate Meal Programs for Fiscal Year 2025

### **BOARD ACTION REQUESTED:**

This Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to accept the Fiscal Year 2025 (FY25) Round Three contract amendment between the Valley Area Agency on Aging (VAAA) and the GCCARD Nutrition Services Program, with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

### **BACKGROUND:**

GCCARD has received notification from the Bureau of Aging, Community Living, and Support of a Round Three contract amendment which increases funding for the FY25 Home Delivered and Congregate Meal programs.

### **DISCUSSION:**

GCCARD is submitting a request to accept an increase in funding for the Home Delivered and Congregate Meal programs to reflect the Round Three changes for FY25: Home Delivered Meal Program funding will increase from \$806,959 to \$846,095 and Congregate Meal Program funding will increase from \$234,967 to \$269,828.

### **IMPACT ON HUMAN RESOURCES:**

There will be no impact on Human Resources.

### **IMPACT ON BUDGET:**

There will be a total increase of \$73,997 budgeted for both meal programs with this request. The new total contract award is \$1,115,923 for FY25.

### **IMPACT ON FACILITIES:**

There will be no impact on facilities.

### **IMPACT ON TECHNOLOGY:**

There will be no impact on technology.

**CONFORMITY TO COUNTY PRIORITIES:**

This memorandum conforms to Genesee County's priorities of Healthy, Livable and Safe Communities and Long-Term Financial Stability by ensuring that partnerships with local organizations, senior centers and living communities across Genesee County remain fruitful and programs providing nutritious meals to seniors run efficiently and transparently.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Genesee County Community Action Resource Department (GCCARD) to authorize accepting an increase to the Fiscal Year 2025 Older Americans Act contract between Genesee County and the Valley Area Agency on Aging (VAAA) to fund the Home Delivered and Congregate Meal programs, said increase resulting in a new total award amount of \$1,115,923 for the period of October 1, 2024, through September 30, 2025, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the July 16, 2025 meeting of the Human Services Committee of this Board), the Chairperson of this Board is authorized to execute the amended contract on behalf of Genesee County, and the Chief Financial Officer is authorized to record the attached budget amendment.



# VALLEY AREA AGENCY ON AGING

## NOTIFICATION OF CONTRACT AWARD

**\$ 1,115,923 - Round 3**

## PROJECT IDENTIFICATION NUMBER

GCCARD - 2025

## TYPE OF CONTRACT OR ACTION

- ☐ New
- ☐ Renewal
- ☒ Revision/Supplement to contract
- ☐ Reinstatement of suspended project
- ☐ Reinstatement of terminated project
- ☐ Not Applicable

## PROJECT YEAR OF THIS CONTRACT

FY - 2025

## INCORPORATION STATUS

Public

TAX ID # 38-6004849

## FISCAL YEAR FROM WHICH FUNDS AWARDED

FY 2025

## APPROVED PROJECT PERIOD

FROM: 10/1/2024 TO: 9/30/2025

## SUBCONTRACTOR

NAME: Genesee County Community Action  
Resource Department

ADDRESS: 2727 Lippincott Blvd.  
Flint MI 48507

PHONE: (810) 235-3567

## SUBGRANTEE

NAME: Valley Area Agency on Aging

ADDRESS: 225 E Fifth Street, Suite 200  
Flint MI 48502

PHONE: (810) 239-7671

SERVICE AREA ☒ Genesee County ☐ Lapeer County ☐ Shiawassee County

## CONTRACT SUMMARY

	Service Category
1	Congregate Meals (includes <i>estimated</i> NSIP)
2	Home Delivered Meals (includes <i>estimated</i> NSIP)

Amount	Clients	Units
\$269,828	864	34,549
\$846,095	719	135,375

## COMPUTATION OF CONTRACT

Services	Congregate Meals	Home Delivered Meals			
VAAA Share	\$151,977	\$726,029			
NSIP ( <i>estimated</i> )	117,851	120,066			
Required Local Match	Cash	60,108	16,258		
	In-Kind	58,741	201,739		
Estimated Program Income					
Total	\$388,677	\$1,064,092			
Other Resources	0	0			

IN ADDITION TO THE CONDITIONS CONTAINED ON THE FIRST PAGE OF THIS AGREEMENT, FOLLOWING CONDITIONS SHALL APPLY TO THIS CONTRACT:

- Unless revised, the amount in "VAAA Share", "COMPUTATION OF CONTRACT," will constitute a ceiling for the Area Agency on Aging participation in the approved cost.
- The AAA share of APPROVED COST is earned only when the cost is accrued and the non-federal share of the cost has been contributed. The receipt of AAA funds (either through advance or reimbursement) does not constitute earning of these funds.

3. If the actual cost is less than the amount in “Total,” “COMPUTATION OF CONTRACT,” the AAA and non-federal shares will be:

AAA Federal/State: 80% Local: 20%

4. Assuming satisfactory progress, adequate justification, and the availability of funds, the AAA share will meet:

\$ 1,115,923

5. Funds herein awarded will remain available during the length of the project period unless State/Federal funding to AAA is modified.

6. Other conditions: Program Income must be used to supplement the nutrition programs. GCCARI shall report all program income to VAAA and how the income was used to Supplement the nutrition programs.

# VALLEY AREA AGENCY ON AGING

## CONTRACT

THIS CONTRACT, entered into on this 1<sup>st</sup> day of October, 2024 by the Valley Area Agency on Aging (herein after referred to as "VAAA", located in Flint Michigan

And

**Genesee County Community Resource Department**  
(hereinafter referred to as "SUBCONTRACTOR")

STATES AND WITNESSES THAT:

WHEREAS, VAAA has entered into a contract with the Bureau of Aging, Community Living, and Supports(ACLS BUREAU) of the State of Michigan for a grant for the planning and development of regional services to the aging within the counties of Genesee, Lapeer and Shiawassee, pursuant to Title III of the Older Americans Act of 1965, and Amendments of 1970, 1973, 1975 and 1978; and

WHEREAS, VAAA has accepted the Application for Project Contract GCCARD -2025 Submitted by the Subcontractor to provide services to the aging in the target area(s) of: Genesee, Lapeer & Shiawassee County.

NOW, THEREFORE, the parties hereto mutually agree as follows:

### 1. SCOPE OF SERVICES

Subcontractor agrees to perform in a manner satisfactory to the Valley Area Agency on Aging those services set forth in, including client eligibility, and abide by the specifications of, the Operational Guidelines & Standards. (Attachment A).

The Subcontractor will serve a minimum of:

<i>Service</i>	<i>Unduplicated Clients</i>	<i>Units of Service</i>
Congregate Meals	482	17,631
Home Delivered Meals	786	114,437

<i>Service</i>	<i>Low-Income Seniors</i>	<i>Minority Seniors</i>	<i>Frail/Disabled Seniors</i>
Congregate Meals	80	101	160
Home Delivered Meals	130	165	261

### 2. TIME OF PERFORMANCE

A Subcontractor agrees to begin provision of services on 10/01/2024 and to continue to provide services until 09/30/2025 .

B The Project Period for which the Subcontractor shall be eligible to receive funds from VAAA is from 10/01/2024 to 09/30/2025 .

### 3. PROBATION, SUSPENSION, OR TERMINATION

A Probation

- 1 When a subcontractor has failed to comply with the terms of a contract, VAAA may place the subcontractor operations on probation, in whole or in part.

- 2 VAAA may commence probation upon the Subcontractor's receipt of written notice of violations cited by VAAA.
- 3 The notice of probation shall contain reasons for probation, any corrective action required of the Subcontractor, the effective date, and must note the right of the Subcontractor to appeal the decision.
- 4 During the probationary period, the Subcontractor will receive reimbursement for expenses incurred as part of the contract.
- 5 If, during the probationary time frame, the Subcontractor does not comply with the corrective actions, suspension or termination may be elected.

#### B Contract Suspension

- 1 When a Subcontractor has failed to comply with the terms of the contract, VAAA may suspend support for the Subcontractor operations, in whole or in part. Support for any part shall automatically be terminated when it has been suspended for more than ninety (90) days.
- 2 To suspend Subcontractor operations, VAAA must notify the Subcontractor in writing of the action being taken, the reason(s) for such action, the effective date, and the conditions of the suspension. This notice must be given at least ten (10) days prior to the effective date of the suspension and must note the right of the subcontractor to appeal such decision.
- 3 Under extreme conditions (danger to older persons or improper use of funds), immediate notice of suspension may be given.
- 4 New obligations incurred by the Subcontractor during the suspension period will not be allowed unless VAAA expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Subcontractor could not reasonably avoid during the suspension period will be allowed if they result from obligations properly incurred by the Subcontractor before the effective date of the suspension and not in anticipation of suspension or termination.
- 5 In suspending contract operations, VAAA shall determine the amount of unearned funds the Subcontractor has on hand, anticipated length of suspension, the extent of operations suspended, and the amount of the fund balance on hand to determine whether VAAA should require the balance to be returned.
- 6 VAAA may reinstate the suspended contract operations if it determines conditions warrant such action. Such reinstatement shall be made by issuance of a new statement of award.
- 7 VAAA financial participation in reinstated contract operations may resume immediately upon reinstatement, but not for any costs incurred for those contract operations while they were suspended. The obligational authority unearned at the time of suspension may again become available for earning at previously-established matching ratio, unless VAAA reduces the amount of the contract.

#### C Contract Termination

- 1 For adequate cause, VAAA may terminate support for a contract prior to the end of an approved Project Period. Examples of cause for which the area agency may wish to terminate support are:
  - a. Availability of funds;
  - b. Subcontractor violates conditions under which the contract was approved;
  - c. Program performance is inadequate, as documented through the monitoring of visits;
  - d. Other resources are unavailable;
  - e. Assessment findings are inadequate for two (2) semi-annual assessments; and

- f. Suspension for more than three (3) consecutive months.
- 2 To terminate funding of a contract, VAAA must notify the Subcontractor in writing at least thirty (30) days prior to the effective date of termination and the reasons for such action. This notice must specify any reports to be completed, the right of the Subcontractor to appeal, and the procedures to be followed for the appeal.
  - 3 Under extreme conditions, immediate termination may be completed (e.g., gross negligence, misappropriation of funds, etc., are considered extreme conditions.)
  - 4 When financial support of a contract terminates on completion of the approved project period or earlier, the Subcontractor shall complete and submit a final project and financial report to VAAA by the date established by VAAA pursuant to the Subcontractor.
  - 5 When a contract is terminated or completed, equipment and supplies purchased with budget funds must be disposed of, in accordance with procedures prescribed by 45 CFT, Part 74, Subpart O (74.139). Any funds realized from the sale of such equipment or supplies is an adjustment to the projected cost.
  - 6 The Subcontractor may terminate the contract upon thirty (30) days written notice to VAAA at any time prior to the completion of the contract for adequate cause.
    - a. When the contract is concluded or terminated, the Subcontractor shall provide VAAA, within thirty (30) days after the conclusion or termination, with all financial, performance, and other reports required as a condition of the contract. VAAA shall make payments to the Subcontractor for allowable reimbursable costs not covered by the previous payments. The Subcontractor shall immediately refund to VAAA any payments or funds advanced to the Subcontractor in excess of allowable reimbursable expenditures.
    - b. The Subcontractor shall notify VAAA in writing if its intent to pursue a claim against VAAA for breach of any terms of the contract. No suit may be commenced by the Subcontractor for breach of the contract prior to the expiration of sixty (60) days from the date of such notification. Within this sixty (60) day period, the Subcontractor, at the request of VAAA, must meet with the Director of VAAA for the purpose of attempting resolution of the dispute.

#### D Opportunity for Hearings

In the event of contract probation, suspension, or termination, the Subcontractor may utilize the VAAA appeal hearing process. If the VAAA appeal hearing process has been completed, with the decision rendered in writing, Subcontractor may appeal the VAAA decision to ACLS BUREAU within thirty (30) days of receiving the written notification.

- 1 Appeal Procedure. Any party having the right to appeal shall submit a written request to appeal to the Director, Bureau of Aging, Community Living, and Supports(ACLS BUREAU), within 10 calendar days of receiving the written notice of adverse action by a grantee or arbitration. An appellant who receives an adverse ruling by an area agency policy board may appeal to arbitration or appeal directly to the state commission. Such appeal applications must certify that the appealing body has the endorsement of the governing body of the officially recognized entity. Included in the request will be a statement of the basis of the appeal in sufficient detail to permit an appropriate analysis. Failure to submit sufficient and relevant information or data could result in a decision by the Commission which is adverse to the appellant. The Director of ACLS BUREAU may recommend denial of a request under any of the following circumstances:
  - a. The request was not submitted within the time allowed.
  - b. The request was withdrawn by the appellant through written notice.
  - c. The Bureau of Aging, Community Living, and Supports(ACLS BUREAU) has determined that it lacks jurisdiction over the issue.
  - d. The appellant does not have the right to appeal.

Written notice shall be given to the appellant, by the Director of ACLS BUREAU, stating the reasons for denial

of the request, within 14 calendar days of the receipt of the appeal.

- 2 Upon receiving a recommendation from the Director to grant an appeal hearing, the Chairperson of the Michigan Commission on Services to the Aging shall appoint a panel to hear the appeal. The panel shall consist of no less than three (3) and no more than five (5) members. Panel members shall be selected from one or a combination of the following categories [see Rule 309(5)].
  - a. Commission members who are disinterested parties.
  - b. State Advisory Council members who are disinterested parties as defined in the Older Americans Act, P.A. 180, Section 4(2).
- 3 A hearing shall be scheduled no later than 30 calendar days after the request was received by the Bureau of Aging, Community Living, and Supports(ACLS BUREAU). A notice of hearing shall be mailed to the parties not less than 14 calendar days before the hearing date. This notice shall include:
  - a. Date, time and place of hearing.
  - b. Statement of issue being heard.
  - c. Request for submission of relevant information deemed necessary by the Commission.
  - d. Rules of conduct for the hearing.
  - e. Rights of the party.
- 4 The Michigan Commission on Services to the Aging may dismiss an appeal under any of the following circumstances:
  - a. The request is withdrawn by the appellant through written notice before a final decision is issued.
  - b. The appellant fails to appear, or to be represented, at the scheduled hearing without a request for delay or postponement.

Written notice will be given by the Director to the appellant stating the reasons for dismissal.

- 5 During the hearing procedures, the parties shall be given an opportunity to present oral and written arguments on pertinent issues, to bring witnesses, to present evidence, and to question any testimony or evidence including cross-examination of witnesses.
- 6 Upon completion of the hearing, the Hearings Panel will develop a written finding of facts and recommendations to be presented to the Michigan Commission on Services to the Aging (MCSA) at its next regularly-scheduled meeting. The MCSA will make the final decision regarding the appeal. A decision will be rendered within 60 days of completion of the hearing.
- 7 Written notice of the decision will be provided to all parties, by the Director, within seven (7) calendar days of Commission action regarding the decision.
- 8 Decisions made by the Commission on Services to the Aging, in accordance with this procedure, shall be the final agency decision.
- 9 Appeals Beyond Commission Action. The appellant may elect to file suit in a Circuit Court if the requested relief has not been granted through the above administrative appeal process [Rule 615(b).]

#### **4. CONTRACT AMENDMENTS**

- A This contract contains all terms and conditions agreed upon by the parties; no other understanding, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or bind any of the parties hereto.
- B Material changes which substantially affect the character of this contract shall be subject to approval of the Valley Area Agency on Aging. Such substantive changes shall include:

- 1 Significant changes in the project objectives, including projections of clients or units;
  - 2 Any addition of a new service category or deletion of an existing service category;
  - 3 A change in the cost-sharing ratio or a change in the type of match;
  - 4 A change in the project period and budget year dates;
  - 5 A budget transfer of more than twenty (20) percent or \$1,000, whichever is greater, from any single approved service category;
  - 6 Supplemental awards; and/or
  - 7 Other changes, as specified by VAAA policy.
- C If, for any cause, alterations or changes take place in the rules, regulations, laws, or policies to which VAAA must comply, or if there is any termination or reduction in the allocation funds provided to VAAA, the VAAA shall have the right to terminate or reduce the amount paid to the Subcontractor. Termination or reduction in the amount to be paid shall take effect immediately upon receipt of written notice to the Subcontractor, unless a different effective date is specified in the notice. A copy of policy, law, rule and regulation changes shall be provided to the Subcontractor upon request.
- D Minor administration revisions made for the purpose of facilitating implementation of the project shall not require approval of the VAAA; however, Subcontractor agrees to submit such proposed revisions to VAAA with necessary justification and documentation. Requests for budget line item transfers within a service category, or a budget transfer of less than twenty (20) percent, or \$1,000, whichever is greater, in a service category should be viewed as administrative revisions, and VAAA shall be notified.

## 5. **REPORTS AND INFORMATION**

- A **Fiscal Records.** Subcontractor agrees to keep all necessary accounting records, journals, ledgers, etc., as may be required for the accurate accounting of all monies received and disbursed by it, as well as all matching local and in-kind funds received by it. It is understood and agreed by the Subcontractor that these records may be inspected and audited at any time VAAA deems necessary, in accordance with federal laws and regulations.
- B **Program Records.** Subcontractor agrees to keep accurate records of all services performed in accordance with the requirements of VAAA and to use such forms and systems as VAAA may specify for the accurate and efficient performance and accounting of services and the assimilation of essential data and to make available to VAAA such records and reports as may be required by VAAA.
- C **Examination and Maintenance of Records.** The Subcontractor shall permit VAAA, ACLS BUREAU, AoA, the Department of Health and Human Services, the Comptroller General of the United States, or any of their authorized agents access to any books, documents, papers or other records of the Subcontractor which are pertinent to the contract, in order to make audit examination, excerpts or transcripts so long as such is in conformity with the Privacy Act of 1974.
- 1 Access shall also be granted to the facilities being utilized at any reasonable time to observe the operation of the program. The Subcontractor shall retain all books, records, or other documents relevant to the contract for three (3) years after final payment, at Subcontractor's cost, and federal auditors and any persons duly authorized by VAAA shall have full access to and the right to examine and audit any of the material during this period. If an audit is initiated prior to the expiration of the three (3) year period and extends past that period, all documents shall be maintained until the audit is completed. VAAA shall provide findings and recommendations of audits to the Subcontractor.

- 2 VAAA shall adjust future payments or final payment if the findings of the audit indicate overpayment to the Subcontractor in the period prior to the audit. If payments are due and owing VAAA, the Subcontractor shall immediately refund all amounts which may be due VAAA. If a contract is terminated, and after final payment and audit, the Subcontractor received overpayment, the Subcontractor shall immediately refund all amounts due VAAA.

D Subcontractor agrees to deliver to VAAA reports which shall include, but not be limited to:

- 1 A project **monthly report**, completed and delivered to VAAA staff by the tenth (10<sup>th</sup>) calendar day of each month, which shall contain output measure data and other monthly information requested for the preceding calendar month. The specific information to be given and format to be used shall be determined by VAAA staff. VAAA staff shall have the right to modify the specific information requirements and/or format as long as such modifications are reasonably within the scope of the project and the contracted cost base and as long as the Subcontractor is notified one (1) month in advance of the due date of the reports.
- 2 A project **quarterly report**, completed and delivered to VAAA staff within ten (10) days following the last day of each quarter. The specific information to be given and format to be used shall be determined by VAAA staff. VAAA staff shall have the right to modify the specific information requirements and/or format as long as such modifications are reasonably within the scope of the project and the contracted cost base and as long as the Subcontractor is notified one (1) month in advance of the due date of the reports.
- 3 A **cash request**, constructed and delivered to VAAA staff by the tenth (10<sup>th</sup>) calendar day of each month.
- 4 A quarterly **financial report**, constructed and delivered to VAAA staff by the tenth (10<sup>th</sup>) calendar day following the last day of each quarter.
- 5 The following information, at a minimum, shall be available for the assessment reports prepared by VAAA staff:
  - a. A description of significant project activities, problems and results during the preceding quarter.
  - b. A description of the extent of the involvement of senior citizens in the administration and operation of the project and efforts undertaken to promote the project and increase senior citizen participation.
  - c. A description of any significant changes in the Subcontractor's organization, operating procedures, or coordination with other agencies that resulted from the project.
  - d. A statistical description of participation/beneficiary characteristics, including age, sex and race.
- 6 Any additional reports as deemed necessary by VAAA shall be made and submitted by Subcontractor upon request.

## 6. CONFIDENTIALITY

- A The use or disclosure of information concerning services, applicants, or recipients obtained in connection with the performance of this contract shall be restricted to purposes directly connected with the program implemented by this contract, as required by 1321.19(1) of the Privacy Act of 1974. The Subcontractor shall report client information to VAAA, and VAAA shall have access to the files, as necessary, to monitor and administer programs so long as access is in conformity with the Privacy Act of 1974.
- B Information about or obtained from an individual and in possession of the Subcontractor providing services to such an individual shall not be disclosed without the individual's informed written consent. Referrals to other agencies providing services must also have the individual's informed written consent.

## 7. WORKER'S COMPENSATION INSURANCE



- A The Subcontractor will provide worker's compensation insurance where the same is required, and shall accept full responsibility for payment of unemployment compensation premiums for worker's compensation and social security, as well as all income tax deductions and any other taxes on payroll deductions required by law for the employees who are performing services specified by this Agreement.

## **8. INSURANCE COVERAGE**

- A Each program shall have sufficient insurance to indemnify loss of federal, state, and local resources due to casualty, fraud or employee theft. All buildings, equipment, supplies, and other property purchased in whole or in part with funds awarded by the Older Americans Act are to be covered with sufficient insurance to reimburse the program for the fair market value of the asset at the time of loss. The Subcontractor shall list VAAA to receive the certificate of insurance showing the limits of liability, policy dates and insurance carriers and any coverage changes directly from the insurance company. Please note: Failure to provide certificate will result in a reduction in payment to reimburse VAAA for General Liability and Worker's Compensation premiums. Failure to maintain continual insurance coverage for the term of the contract may be grounds for immediate termination of the contract.

The following insurances are REQUIRED:

- a. Worker's compensation
- b. Fidelity bonding (for persons handling cash)
- c. Auto Liability Insurance (for agency owned vehicles or those persons who use privately owned vehicles for agency business)
- d. Insurance to protect the contracted service provider from claims against or contracted service provider drivers and/or passengers,
- e. Public Officials Self-Insured Retention (minimum coverage amount: \$350,000 required with VAAA listed to receive insurance certificate and coverage changes directly from the insurance company)
- f. Personal Liability Insurance
- g. General liability VAAA listed to receive insurance certificate and coverage changes directly from the insurance company)

The following insurances are recommended for each contracted service provider:

- Insurance for Board members and officers,
- Umbrella liability; and
- Special multi-peril.

Subcontractors utilizing assignees or subcontractors to perform work must first obtain prior written approval from VAAA as required by Section 16(J) of this Agreement. Additional insurance waivers are needed if Subcontractor utilizes assignees or subcontractors. Subcontractors must ensure that assignees or subcontractors have the appropriate licensures, insurances and/or certificates. Failure to comply with any of these provisions may result in the termination of the contract.

## **9. ARBITRATION**

A Covered Claims/Exclusive Procedure. Any and all disputes, controversies or claims arising out of or in connection with or relating to this Agreement or any breach or alleged breach thereof, and any claim that VAAA or SUBCONTRACTOR violated any state or federal statute, Michigan common law doctrine, or committed any tort with respect to this Agreement, shall be made in writing and mailed to the VAAA or SUBCONTRACTOR. However, this agreement to arbitrate does not apply to those matters subject to the hearing process outlined in Section 3 of this Agreement.

B Notice. Either party must provide notice to the other party within a reasonable period of time, but in no event

later than six (6) months from the date it should reasonably have been aware of the circumstances giving rise to the dispute, controversy, or claim. If the dispute involves a federal statutory claim, notice shall be given within the applicable statutory period of limitations. Notice shall be sent by certified mail to the address listed for each party on the first page of this Agreement, unless prior notice is provided, in writing, to submit such notices to a different address.

C Mediation. After notice to arbitrate is served, the parties agree to meet and make reasonable effort to resolve any such disputes, controversies, or claims informally. Such efforts must include mediation before either party may demand to schedule an arbitration hearing. If, despite reasonable effort by the parties, VAAA or SUBCONTRACTOR are unable to resolve the disputes, controversies, or claims, upon the request of the party involved, they may be submitted to and settled by arbitration in the State of Michigan in accordance with this provision.

D Representation, Discovery, and Subpoena Rights. Each party may be represented by an attorney or another representative of their choice. Each party may conduct pre-hearing discovery in the time and manner provided by the then-applicable Michigan Court Rules. Each party may subpoena witnesses and documents relevant to the dispute.

E Designation of Witnesses. The parties must exchange lists of witnesses, including any experts, and copies of all exhibits intended to be used at the arbitration hearing at least thirty (30) days before the arbitration hearing, or at a time to which the parties otherwise agree.

F Procedure. The parties shall mutually select a neutral arbitrator who is licensed to practice law in the State of Michigan. If the parties cannot reach an agreement, the arbitrator will be selected by the Genesee County Circuit Court. The arbitration hearing shall take place in or near Flint, Michigan. The arbitrator's decision will be final and conclusive. The arbitration will be held in accordance with the procedures adopted by the arbitrator. The arbitrator shall apply any applicable state or federal laws.

The arbitrator shall have no power to add to, subtract from, or alter the policies and procedures of the Employer, or other terms of the employment relationship, and shall render a written decision, within sixty (60) days after the conclusion of the arbitration hearing, setting forth findings of fact and conclusions of law only as to the claims or disputes at issue.

G Record Of Proceedings; Post-Hearing Brief. Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of proceedings. Either party, upon request at the close of the hearing, may file a post-hearing brief, with the filing date being set by the arbitrator.

H Damages, Fees and Costs. This arbitration procedure does not waive or limit any statutory damages to which a party claims they are entitled. The parties shall share the costs of the arbitrator. Each party will post appropriate security for its portion of the arbitrator's fee, in an amount and manner determined by the arbitrator, ten (10) days before the first day of the hearing. Each party shall pay for its own costs and attorney's fees. However, if any party prevails on a statutory claim that entitles the prevailing party to attorney's fees, the arbitrator may award reasonable fees to the prevailing party.

I Award. An arbitrator's award pursuant to this agreement shall be final and conclusive upon the parties. The arbitrator's decision may be confirmed, vacated, or appealed, only as provided in the Michigan Uniform Arbitration Act.

J Severability. The invalidity of all or part of any Paragraph or Section of this Agreement shall not invalidate the remainder of this Agreement, or the remainder of any Paragraph or Section not invalidated, unless the elimination of such Paragraph or Section substantially defeats the intent and purpose of the parties.

K Law of Michigan. This Agreement shall be governed by and construed under the laws of Michigan.

## **10 EQUIPMENT PURCHASES AND TITLE**

- A The Subcontractor agrees to conform to applicable provisions of Title III, Part B, of the Older Americans Act and Title 45 of the Code of Federal Regulations, Part 74, Administration of Grants, August 2, 1978 (Subpart O Property) in the acquisition, transfer, replacement, or disposition of real property, equipment, or supplies. Per Title 45 of the Code of Federal Regulations, Part 74, Administration of Grants, August 2, 1978, Subpart O, for items of equipment having a unit acquisition cost of \$1,000 or more, the granting agency shall have the right to require transfer of the equipment (including title) to the federal government. All equipment and literature used for the above funded programs shall be marked "Paid for with funding from Valley Area Agency on Aging (VAAA) and the Offices of Services to the Aging (ACLS BUREAU)".

## **11. LIMITS OF LIABILITY**

- A All liability to third parties, loss or damage as a result of claims, demands, costs or judgments arising out of activities, such as direct service delivery and management decisions, to be carried out by the Subcontractor in the performance of this Contract, shall be the responsibility of the Subcontractor, and not the responsibility of the VAAA or ACLS BUREAU, if the liability, loss or damage is caused by, or arises out of, the action or failure to act on the part of the Subcontractor or anyone directly or indirectly employed by the Subcontractor, provided, however, that nothing herein shall be construed as a waiver of any governmental immunity by the Subcontractor or its employees as provided by statute or court decisions.
- B All liability of third parties, loss or damage as a result of claims, demands costs or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the VAAA and ACLS BUREAU in the performance of this Contract shall be the responsibility of the VAAA and ACLS BUREAU and not the responsibility of the Subcontractor if the liability, loss or damage is caused by, or arises out of, the action or failure to act on the part of any VAAA and ACLS BUREAU employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity.
- C In the event that liability to third parties, loss or damage arises as a result of activities conducted jointly by the Subcontractor and the VAAA and ACLS BUREAU in fulfillment of their responsibilities, under this Contract, such liability, loss or damage shall be borne by the Subcontractor and the VAAA and ACLS BUREAU in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the State of Michigan, its agencies, the VAAA and ACLS BUREAU or their employees, or the Subcontractor or its employees as provided by statute or court decisions.

## **12 COMPENSATION AND METHOD OF PAYMENT**

### **A Compensation**

- 1 VAAA agrees to pay the Subcontractor up to the amount of \$ 852,936  
\$ 137,704 (One Hundred Thirty-Seven Thousand Seven Hundred Four Dollars – for Congregate Meals  
\$ 715,232 (Seven Hundred Fifteen Thousand Two Hundred Thirty-Two Dollars – for Home Delivered Meals)

full and complete compensation, for the Subcontractor's costs and expenses incurred, as applicable, to provision of services under this contract, for the period of 10/01/2024 through 09/30/2025

- 2 Subcontractor agrees that VAAA may initiate fiscal audit and review at the end of the first three (3) month period of the term of this contract and at the end of each subsequent three (3) month period to determine actual project cost and effectiveness of services provided under this contract by Subcontractor. In the event such audit and review indicates irregularities, inequities, or failure to perform in accordance with this contract, this contract will become subject to renegotiation within ten (10) days after completion of audit and review.

- 3 VAAA will have the right to withhold funds or to void this contract in its entirety should Subcontractor be unable or unwilling to correct such irregularities, inequities or performance failures, as revealed by the audit and review upon its giving thirty (30) days written notice of its intention to do so.
- 4 It is further expressly understood and agreed that no sums paid by VAAA to Subcontractor under this contract will be used in any manner or to purchase any services or to satisfy any debts not specifically incurred as a result of services performed under this contract within the period this contract is in effect.
- 5 Donations and other income generated by the delivery of services shall be considered program income. Funds generated under program income are to be retained by the Subcontractor and used in accordance with the additive alternative. Under this alternative, all program income accrued by a Subcontractor is to be used for allowable costs of the project or program through which it was generated to increase or expand the services offered during the contractual period.
- 6 VAAA may suspend or terminate payment, in whole or in part, for cause by giving written notice to Subcontractor by registered mail, return receipt requested, at least ten (10) calendar days in advance of such suspension, specifying the reason or reasons therefore.
  - a. It is further understood and agreed that the Subcontractor shall receive compensation, as herein provided, for all work satisfactorily completed prior to the expiration date of the contract.
  - b. Cause for non-compensation may include any of the following:
    - 1 Ineffective or improper use of funds;
    - 2 Failure to comply with provisions or covenants or obligations of this contract;
    - 3 Submittal of reports to VAAA which are incorrect or incomplete in any material respect or failure to submit timely reports, as required under this contract; or
    - 4 If, for any reason, the carrying out of this contract is rendered improbable or nonfeasible, as determined by VAAA or the Bureau of Aging, Community Living, and Supports(ACLS BUREAU).

#### B Method of Payment

- 1 Complete, correct monthly cash request received by VAAA staff by the due date, the Subcontractor will be reimbursed for the amount of monies requested or the number of units served in the program operation during the preceding month. This will be done no later than thirty (30) days after the receipt of reports and sooner, if at all possible. The Valley Area Agency on Aging fiscal year begins October 1st and ends September 30<sup>th</sup>. Therefore, to receive payment for a current year's services, **ALL BILLING MUST BE SUBMITTED BY NOVEMBER 1st FOLLOWING THE END OF THE FISCAL YEAR, NO EXCEPTIONS.**
- 2 Where the Subcontractor has satisfied VAAA staff that it is financially unable to perform its obligations under the contract on a reimbursement basis, VAAA may permit such a Subcontractor to be compensated through the following advance payment method: Within ten (10) days after execution of the contract, the Subcontractor shall submit to VAAA staff a detailed forecast of expenses expected to occur in the first month. After the initial advance, all other payments will be made on reimbursement basis. Every expenditure transacted with said advance funds shall be documented in the same manner as is required by VAAA staff for release or disbursement of reimbursement funds. Such documentation shall be delivered to VAAA staff before any further requisition for advance funds shall be considered.
- 3 No money under this contract shall be disbursed except upon receipt of the monthly cash request and specifications of performance which shall include such information and documentation thereof as VAAA staff shall require and shall specifically satisfy those requirements set out in this contract and with regard to accounting and fiscal matters to the extent they may be applicable.

- 4 VAAA shall make all payments payable to the Subcontractor for deposit only to such bank account as the Subcontractor shall designate to VAAA staff prior to the payment of any sums to the Subcontractor under this contract.
- 5 VAAA shall maintain accurate and current records of the payments made and the sources of such payments.
- 6 The Subcontractor and VAAA shall be responsible for fiscal planning to detect over or underspending for implementation of reprogramming funds. Accurate fiscal reporting should coincide with the budget developed. The budget should be well planned so it can be used as a guide for spending.
- 7 Any funds received in excess of expenditures under the contract must be rebudgeted by the program, with VAAA approval. Such funds may be used either to expand the number of units of service to be provided or to enhance the provider's ability to operate under the contract. Final reimbursement for any fiscal year may be reduced to ensure compliance with this requirement. This provision is to support the intent of the Older Americans Act and the Michigan Nonprofit Corporation Act to have grant funds and program income be used for expansion of service operations. A nonprofit organization may earn profit under such a contract. However, revenue in excess of expenditures must be used by the organization to maintain or expand the service program.
- 8 Reprogramming will be considered by VAAA when underspending is at least ten (10) percent below the planned expenditures for the period.

C Maximum Compensation

- 1 It is expressly understood and agreed that in no event will the total amount be paid to Subcontractor by VAAA for all services to be performed under this contract budget exceed the maximum sum of \$ 852,936
- 2 The amount paid to Subcontractor by VAAA shall not exceed eighty percent (80%) of the total contract, which shall not include resources designated in the budget as "Other Resources."

**13 AVAILABILITY OF FUNDS**

VAAA's payment of funds for purposes of this contract is subject to and conditional upon the availability of funds for such purposes, being federal and/or state funds. VAAA may terminate this contract immediately upon written notice to the Subcontractor at any time prior to the completion of the terms of this contract if funding becomes available.

**14 SEVERABILITY OF PROVISIONS**

If any provision of this contract is held invalid, the remainder of this contract shall be unaffected thereby, if such remainder would then continue to conform to the terms and requirements of applicable laws.

**15 NOTICES**

Notices and communications under this contract shall be sent by First Class mail to VAAA, addressed to:

Valley Area Agency on Aging  
225 E Fifth Street, Suite 200  
Flint MI 48502

**16 ASSURANCES**

These assurances are required by the Bureau of Aging, Community Living, and Supports(ACLS BUREAU) to be a part of any and all Area Agency on Aging contracts.

A Environment

- 1 Site meets minimum standards of local building, fire and health departments.
- 2 Site is reasonably accessible to public transportation, if available.
- 3 Site is accessible and relatively free of both physical and psychological barriers.
- 4 Site has adequate space and equipment for the proposed program.
- 5 Facility is properly licensed, if a license is required, for the services offered by the site.
- 6 Subcontractor agrees to comply with the intent and purpose of Section 504 of the Rehabilitation Act of 1973 and the Federal Regulations (45CFT, Part 84), issued pursuant thereto. Subcontractor further agrees to comply with the Michigan Commission on Aging barrier-free policies and instructions issued pursuant by ACLS BUREAU.

**B Sponsor Goals**

- 1 The program and activities of the Subcontractor serve to lessen isolation of the elderly and to maintain their independence in the community.
- 2 Subcontractor shall utilize a standard client intake procedure approved by VAAA for all services established and maintained.
- 3 Subcontractor shall not use a means test to deny or limit services to older persons, unless specifically required by state law or federal legislation.
- 4 Subcontractor shall assume the responsibility for affording the opportunity to older persons to contribute all or part of the costs of services provided. Each older recipient shall determine, without coercion, what he or she is able to contribute toward the cost of the services.
  - a No older person shall be denied a service because of failure to contribute all or part of the cost of such services. Suggested contribution schedules shall in no case be used to determine the eligibility of Title III funded services.
  - b Subcontractor shall accept client contributions in such a way as to protect the privacy of each older person with respect to his/her contribution.
  - c The procedure utilized in the collection of contributions shall provide for the safe handling and accurate accounting of all funds. Subcontractor shall provide VAAA with a written statement on the procedure used.
- 5 Subcontractor shall have a grievance procedure established to address complaints of individual recipients.
- 6 The Subcontractor has a commitment to identify participant needs and establish linkages for delivery of needed services.
- 7 The Subcontractor will demonstrate effective planning for progressive program maintenance through its own resources.
- 8 Subcontractor must publicize services to all potential referral sources. Subcontractor shall ensure that referral agencies are provided with the minimum eligibility criteria per service to satisfactorily refer clients.

**C Staffing**

- 1 The Subcontractor is willing to employ staff who reflect the makeup of the primary service population.
- 2 The Subcontractor will not discriminate in its employment policies as to race, age, or sex, but will, as appropriate, reach out to employ people age 60+.
- 3 The Subcontractor will provide supervision for the proposed program, specify supervisory responsibilities, and the amount of time to be allocated to such responsibilities.
- 4 The Subcontractor's personnel policies are compatible with those of the local government and, where applicable, of the state, as well as federal government. Contractors which are local public agencies and have some or all of the responsibilities for planning, coordination, administration, and evaluation, shall apply the Merit System Standards (45 CFR, Part 70). These Contractors shall also comply with E.O. 11246, the Copeland Act, the Davis-Bacon Act, and/or the Contract Work Hours and Safety Standards Act.
- 5 Bilingual personnel must be available in areas where non-English or limited English-speaking persons constitute five percent (5%) of the senior population or number 1,000 seniors, whichever is less. Each program shall provide, or have access to, multi-lingual staff in order to interpret for persons with Limited English Proficiency (LEP) at no cost to the client, and shall translate written documents to reflect LEP as part of its overall language assistance program.

D Training

- 1 The Subcontractor will include its staff in appropriate orientation and training programs as given by VAAA.
- 2 The Subcontractor is willing to include staff of VAAA in its own orientation and training programs.

E Evaluation

- 1 The Subcontractor will assist VAAA in reporting and/or research requirements.
- 2 The Subcontractor will use those official forms required by VAAA to provide data on the proposed programs. Such data may include records of service provided, monies received from participants, attendance, etc.
- 3 The Subcontractor shall assist VAAA in conducting assessments of contract compliance and program progress.
- 4 The Subcontractor will allow inspection and audit of records to the supported program, in accordance with Federal and State regulations.
- 5 The Subcontractor shall conduct quality service reviews to ensure, at minimum, services are being delivered as ordered and to ensure participant satisfaction with the quality of services. Such reviews will be conducted on a semi- annual basis, at minimum. The subcontractor shall forward a report containing the results of said reviews to VAAA on a semi-annual basis.

F Inter-Agency Relations

- 1 The Subcontractor will not be in conflict with the stated goals and policies of VAAA.
- 2 The Subcontractor will maintain effective liaison with VAAA to ensure maximum benefits of the program to those aged with the greatest social economic need.
- 3 Subcontractor shall cooperate in the AAA's efforts to coordinate services among service providers.
- 4 The Subcontractor will permit designated staff of VAAA to participate ex-officio in Advisory Councils, community groups, and committees created for and specifically relating to the proposed program.

#### G Public Relations

- 1 The Subcontractor is willing to participate in program promotion through the various news and public information media and to utilize means of publicity most effective in reaching those in greatest economic and social need.
- 2 Any book, reports, pamphlets, papers, articles, films, slides, or other materials, based on activities specified herein shall contain an acknowledgement of support of funds through the Valley Area Agency on Aging, with the following statement, or one of similar substance: "This service is funded by the Valley Area Agency on Aging, under authority of Title III of the Older Americans Act and in compliance with Title VI of the Civil Rights Act."
- 3 VAAA, ACLS BUREAU and HHS reserve the option to receive, free of charge, up to three (3) copies of any publication published as part of the contract.
- 4 Where activities under the contract result in a book or other copyrighted material, the author is free to obtain a copyright, however, HHS, ACLS BUREAU and VAAA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, all such materials.

#### H Disclosure of Information

Subcontractor shall submit to VAAA all information that discloses names of persons with an ownership or controlling interest in the Subcontractor, part business transactions, and certain other disclosing entities. Further, the Subcontractor shall disclose whether any persons with an ownership or controlling interest in the Subcontractor have been convicted of a criminal offense, related to their involvement in any programs under Titles III, XVII, XIX, or XX of the Social Security Act since the inception of these programs. VAAA may immediately terminate this contract if the Subcontractor does not comply with these requirements.

#### I Compliance with Civil Rights, Other Laws

- 1 Each party to this Contract covenants that it will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges or employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, 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 nondiscrimination assurances from any subcontractor who may be used to carry out duties described in this Contract. Breach of this covenant shall be regarded as a material breach of this Contract.
- 2 Further, the Subcontractor shall comply with all other federal, state, or local laws, regulations, and standards, and any amendments hereto, as they may apply to the performance of the contract.
- 3 The Subcontractor shall not refuse to provide services for the reasons mentioned above.
- 4 Elderly members of the Native American tribes and organizations in the greatest economic or social need within the Subcontractor's service area will receive funded services equivalent to the services to be received by non-Native American elderly residents.
- 5 The Subcontractor shall ensure that no person over the age of 60 is denied participation in services on the grounds of race, color, or national origin, and shall otherwise ensure compliance with Title VI of the Civil Rights Act of 1964.
- 6 The Subcontractor shall clearly post signs at locations where services are delivered, in English and other languages, as may be appropriate, indicating non-discrimination in hiring, employment practices, and provision of services.



- 7 Subcontractor certifies that it is not suspended or debarred nor are its principals suspended or debarred from Federal Procurement or Non-procurement Programs.

J Subcontracts

- 1 The Subcontractor shall not assign the contract or enter into subcontracts to the contract with additional parties without obtaining prior written approval of VAAA.
- 2 Assignees or subcontractors shall be subject to all conditions and provisions of the contract.
- 3 The Subcontractor shall be responsible for the performance of all employees, agents, assignees and subcontractors; however, VAAA shall be able to monitor and assess.

**Genesee County Community Resource Department**

*Provider Agency*

The Provider Agency which receives funds from the Michigan Department of Community Health, provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts, or other Federal financial assistance from the Department of Health and Human Services.

THE PROVIDER AGENCY HEREBY AGREES THAT IT WILL COMPLY WITH:

- 1 Title VI of the Civil Rights Act of 1964 (Pub. L.88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.
- 2 Section 504 of the Rehabilitation Act of 1973 (Pub.L.93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.
- 3 Title IX of the Educational Amendments of 1972 (Pub.L.92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services, (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.
- 4 The Age Discrimination Act of 1975 (Pub.L.94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.

The Provider Agency agrees that compliance with this assurance constitutes a condition of continued receipt of Federal Financial assistance, and that it is binding upon the Provider Agency, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Provider Agency by the Department, this assurance shall obligate the Provider Agency, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Provider Agency for the period during which it retains ownership or possession of the property. The Provider Agency further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person or persons whose signature(s) appear(s) on the signature page is/are authorized to sign this assurance, and commit the Provider Agency to the above provisions. Form  
HHS-690(05/97)

## Attachment A

### Business Associate Agreement

#### Recital of Defined Terms

“Business Associate” shall mean “VAAA,” as identified in the initial page of this Contract.

“Privacy Rule” shall mean the standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

“Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from on behalf of the Department.

“Required by Law” shall have the same meaning as the term “required by law” in 45 CFR 164.501.

“The Department” shall mean “Subcontractor,” as identified in the initial page of this Contract.

**Whereas,** Business Associate may have access, in the course of administering this Contract, to records that contain individually identifiable protected health information (“PHI”) as defined by §164.501 of the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 through 164.

**Whereas,** The Department, in order to meet its obligations to comply with the privacy and security regulations promulgated under Title II, Subtitle F, §§ 261-264 of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the administrative regulations issued by the Department of Health and Human Services (“DHHS”) as found in 45 C.F.R. Parts 160 through 164 (hereafter the Privacy Rule) seeks reasonable assurances from Business Associate that Business Associate will implement and/or maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the integrity and confidentiality of all protected health information it receives or possesses from the Department.

**Whereas,** Business Associate, in order to meet the Department’s HIPAA and Privacy Rule requirements, agrees to and will provide such reasonable assurances and further asserts that it has or will implement and/or maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the integrity and confidentiality of all protected health information that it receives or possesses from the Department.

**Whereas,** Business Associate further agrees to and will protect all protected health information against reasonably anticipated threats or hazards to the security or integrity of the information and unauthorized uses or disclosures of the information.

**NOW, THEREFORE,** the parties agree as follows:

- 1 BUSINESS ASSOCIATE does hereby assure the Department that BUSINESS ASSOCIATE will appropriately safeguard protected health information made available to or obtained by BUSINESS ASSOCIATE.
- 2 In implementation of such assurance and without limiting the obligations of BUSINESS ASSOCIATE otherwise set forth in this Agreement or imposed by applicable law, BUSINESS ASSOCIATE hereby agrees to comply with applicable requirements of law relating to protected health information and with respect to any task or other activity that BUSINESS ASSOCIATE performs on behalf of the Department to the extent the Department would be required to comply with such requirements.
- 3 The agreement of BUSINESS ASSOCIATE set forth in items 1 and 2 above, and the additional provisions relating to permitted and required uses and disclosures thereof that shall be from time to time provided to BUSINESS ASSOCIATE by the Department in accordance with applicable law constitute a contract between the Department and BUSINESS ASSOCIATE establishing the permitted and required uses and disclosures of such protected health information by BUSINESS ASSOCIATE.

- 4 In amplification and not in limitation of the provisions of this Agreement, including this Section of this Agreement, BUSINESS ASSOCIATE agrees that it will:
- a Not use or further disclose such information other than as permitted or required by this Agreement.
  - b Not, except as necessary for the proper management and administration of the BUSINESS ASSOCIATE and for the performance of BUSINESS ASSOCIATE'S duties under this Agreement use, reproduce, disclose, or provide to third parties any confidential documents or information relating to the Department or patients of the Department, without the prior written consent or authorization of the Department or of the Department's patients. If BUSINESS ASSOCIATE uses such information for the purposes set forth above, it will do so only if the disclosure is required by law or if BUSINESS ASSOCIATE obtains reasonable assurances from the person(s) to whom the information is disclosed that the information disclosed will be held in confidence and will be use for further disclosed only as required by law or for the purpose for which BUSINESS ASSOCIATE disclosed it to the person(s). BUSINESS ASSOCIATE shall also ensure that the person(s) to whom BUSINESS ASSOCIATE so discloses information notifies the Department of any instances of breach of confidentiality of which such person is aware.
- 5 BUSINESS ASSOCIATE shall ensure that its personnel, employees, affiliates and agents maintain the confidentiality of patient health information and business information of the Department. BUSINESS ASSOCIATE shall secure confidentiality agreements from its personnel on forms approved by the Department and shall provide such agreements to the Department upon request.
- 6 BUSINESS ASSOCIATE shall not use or further disclose the information in a manner that would violate the requirements of applicable law if done by the Department.
- a Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Health Department, as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by the Department or the minimum necessary policies and procedures of the Department.
- 7 BUSINESS ASSOCIATE shall use appropriate safeguards to prevent use or disclosure of such information other than as provided for by this Agreement.
- 8 BUSINESS ASSOCIATE shall report to the Department any use or disclosure of such information not provided for by this Agreement of which BUSINESS ASSOCIATE becomes aware.
- 9 BUSINESS ASSOCIATE shall ensure that any subcontractors or agents to whom BUSINESS ASSOCIATE provides protected health information received from the Department agree to the same restrictions and conditions that apply to BUSINESS ASSOCIATE with respect to such information. BUSINESS ASSOCIATE shall provide copies of such agreements to the Department upon request.
- 10 BUSINESS ASSOCIATE shall make available protected health information in accordance with applicable law.
- 11 BUSINESS ASSOCIATE shall provide individuals who are the subject of protected health information received from the Department their rights as made applicable to business associates of covered entities.
- 12 BUSINESS ASSOCIATE shall maintain standard records pursuant to this agreement and to provide such records and other necessary information to the Department as may be requested or required in writing and as permitted by law. BUSINESS ASSOCIATE agrees that all records kept in connection with this Agreement are subject to review and audit by the Department upon reasonable notice and written request by the Department.
- 13 Make BUSINESS ASSOCIATE'S internal practices, books, and records relating to the use and disclosure of protected health information received from the Department available to the Secretary of DHHS for purposes of determining the Department's compliance with applicable law (in all events, BUSINESS ASSOCIATE shall immediately notify the Department upon receipt by BUSINESS ASSOCIATE of any such request and shall provide the Department copies of any such materials.)

- 14 Upon termination of this Agreement by either party for any reason, BUSINESS ASSOCIATE shall return or destroy all protected health information received from the Department that BUSINESS ASSOCIATE still maintains in any form and all copies thereof, shall retain no copies of such information, and shall remain obligated not to use, disclose, or provide such information to third parties unless and until otherwise required to do so by law.
- 15 BUSINESS ASSOCIATE shall incorporate any amendments or corrections to protected health information when notified pursuant to applicable law.
- 16 BUSINESS ASSOCIATE agrees to indemnify, defend, and hold harmless the Department, its Board of Directors, officers, agents, employees, and personnel ("Indemnified Party") from and against any and all claims, demands, suits, losses, causes of action, or liability that the Indemnified Party may sustain as a result of the BUSINESS ASSOCIATE'S breach of its duties or the indemnifying party's errors or omissions within the terms of this Agreement or vicarious liability of the Department for any act or conduct of the BUSINESS ASSOCIATE adjudged to constitute fraud, misrepresentation, or violation of any law, including violation of any statute or regulation applicable to the conduct of the BUSINESS ASSOCIATE provided pursuant to this Agreement. This indemnification shall include reasonable expenses, including attorney's fees incurred by defending such claims and damages incurred by reason of the indemnifying party's failure to comply with applicable laws, ordinances, and regulations or for damages caused by the indemnifying party.
- 17 Without limiting the rights and remedies of the Department elsewhere set forth in this Agreement or available under applicable law, the Department may terminate this Agreement without penalty or recourse to the Department if the Department determines that BUSINESS ASSOCIATE has violated a material term of the provisions of this Agreement.
- 18 BUSINESS ASSOCIATE agrees that this Agreement may be amended from time to time by the Department if and to the extent required by the provisions of 42 U.S.C. 1171 *et seq.* enacted by the HIPAA and regulations promulgated thereunder in order to assure that this Agreement is consistent therewith.
- 19 In the event of an inconsistency between the provisions of this Agreement and the mandatory provisions of HIPAA and the Privacy Rule, as amended, HIPAA and the Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA and the Privacy Rule, but are none the less permitted by HIPAA and the Privacy Rule, the provisions of this Agreement shall control.

SIGNATURE PAGE  
for

OLDER AMERICANS ACT CONTRACT  
Between

VALLEY AREA AGENCY ON AGING  
And

AGENCY NAME: Genesee County Community Action Resource  
Department - Round 3

This Older Americans Act Contract covers fiscal year 2025. This contract covers the period of October 1, 2024 through September 30, 2025.

This Older Americans Act Contract becomes valid upon approval by the VALLEY AREA AGENCY ON AGING PRESIDENT/CEO.

This Older Americans Act Contract Signature Page **MUST** be filled and signed by the AUTHORIZED AGENCY REPRESENTATIVE and the VAAA PRESIDENT/CEO.

**The Signatories below acknowledge that they have reviewed the entire contract including all budgets, assurances and appendices/addendums which may apply and that the Signatories commit to all provisions and requirements as outlined in the contract.**

**Signature Section:**

\_\_\_\_\_  
Authorized Signature Contracting Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
VAAA President/CEO

\_\_\_\_\_  
Date

**OLDER AMERICANS ACT CONTRACT DOCUMENTS REFERENCED BY THE SIGNATURE PAGE**

**Acceptance Signatures**

- Notification of Contract Award; page 2
- Contract; page 17

**Assurances**

- Civil Rights Act of 1964; page 18

**Addendums:**

- Addendum A – Business Associate Agreement; page 21

DESCRIPTION: To amend for VAAA Contract

GL #	Description	Increase/(Decrease)
2731-697.15-634.009	SENIOR CITIZENS FOOD	39,136.00
2731-697.15-762.000	SUPPLIES FOOD	39,136.00
2731-697.16-634.009	SENIOR CITIZENS FOOD	34,861.00
2731-697.16-762.000	SUPPLIES FOOD	34,861.00

APPROVED BY: \_\_\_\_\_

DESCRIPTION: To amend for VAAA Contract

GL #	Description	Increase/(Decrease)
2731-697.15-634.009	SENIOR CITIZENS FOOD	39,136.00
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2731-697.16-634.009	SENIOR CITIZENS FOOD	34,861.00
2731-697.16-762.000	SUPPLIES FOOD	34,861.00

APPROVED BY: \_\_\_\_\_





# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

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**File #:** RES-2025-1965

**Agenda Date:** 7/16/2025

**Agenda #:** 8.

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**To:** Charles Winfrey, Human Services Committee Chairperson

**From:** Pamela Coleman, GCCARD Director

**RE:** Approval of a request to accept and expend the Water Residential Assistance Program-2026 (WRAP) Grant in the Amount of \$27,000.00

### **BOARD ACTION REQUESTED:**

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to accept and expend the 2026 Fiscal Year (FY26) Water Residential Assistance Program (WRAP) grant award in the amount of \$27,000.00, with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

### **BACKGROUND:**

GCCARD has received notice of an award for the FY26 WRAP grant in the amount of \$27,000.00 from the Great Lakes Water Authority (GLWA). These funds will be used for the purpose of providing water utility arrearage assistance and conservation measures to eligible residents within the City of Flint. The term of this award is July 1, 2025, through June 30, 2026.

### **DISCUSSION:**

Funds provided through the Water Residential Assistance Program-2026 (WRAP) grant will be used for monthly water arrearage payments up to \$1,200 per fiscal year and/or provide water conservation measures for eligible households within the City of Flint for the period of July 1, 2025, through June 30, 2026.

### **IMPACT ON HUMAN RESOURCES:**

There will be no impact on Human Resources.

### **IMPACT ON BUDGET:**

GCCARD will work with Fiscal Services to incorporate FY26 WRAP grant funds into our budget and a budget upload is attached. **No General Fund dollars are being requested.**

### **IMPACT ON FACILITIES:**

There will be no impact on facilities.

### **IMPACT ON TECHNOLOGY:**

There will be no impact on technology.

**CONFORMITY TO COUNTY PRIORITIES:**

This request conforms to the County priority of Healthy, Livable, and Safe Communities by assuring continued service of water utilities for eligible Flint residents. Assistance provided through FY26 WRAP will give residents the ability to perform daily tasks essential for human health.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Genesee County Community Action Resource Department (GCCARD) to authorize accepting the Fiscal Year 2026 Water Residential Assistance Program grant (s) to fund water utility assistance and conservation measures for eligible City of Flint residents from the Great Lakes Water Authority in the amount of \$27,000.00, for the period commencing July 1, 2025, through June 30, 2026, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the July 16, 2025 meeting of the Human Services Committee of this Board), the Chairperson of this Board is authorized to execute contract documents on behalf of Genesee County, and the Chief Financial Officer is authorized to record the attached budget amendment.



June 13, 2025

Pamela Coleman  
Genesee County Community Action Resource Department  
1101 Beach Street, Suite 285  
Flint, MI 48502

Dear Mrs. Coleman,

I would like to express our sincere appreciation on behalf of the GLWA Affordability & Assistance Team for your goals to provide exceptional services in support of the Water Residential Assistance Program (WRAP). We know that your team's dedication and contributions will be invaluable to the program's success.

On February 26, 2025, the GLWA Board of Directors approved a WRAP Service Delivery Partner Funding Authorization for Fiscal Year 2026 (July 1, 2025 – June 30, 2026) and Related Contract Amendments, resulting in an allocation of \$27,000 for Area 2, the City of Flint.

We will contact you in the coming week with a FY 2026 Statement of Expenditure template that will provide additional details of the breakdown of the allocation, including the percentage designated for Direct Assistance Services, Conservation Services, and Administration costs based on your WRAP contract.

We value your thoughts and feedback. Please feel free to email any suggestions to [WRAP@glwater.org](mailto:WRAP@glwater.org).

Warm regards,

*Haran Stanley*

Haran Stanley  
Affordability & Assistance Management Professional  
Cell: (313)999-3253

**PROFESSIONAL SERVICES CONTRACT**

**BETWEEN**

**GREAT LAKES WATER AUTHORITY, A MICHIGAN MUNICIPAL AUTHORITY**

**AND**

**GENESEE COUNTY THROUGH ITS COMMUNITY ACTION RESOURCE DEPARTMENT**

**REQUISITION NO. REQ-0004514**

**SCN-\_\_\_\_\_**

**WATER RESIDENTIAL ASSISTANCE PROGRAM (WRAP) SERVICE DELIVERY  
PARTNER – GENESEE COUNTY COMMUNITY ACTION RESOURCE DEPARTMENT**

**GREAT LAKES WATER AUTHORITY**

## **PROFESSIONAL SERVICES CONTRACT**

This Professional Services Contract, requisition no. REQ-0004514 (“Contract”), is entered into by and between the Great Lakes Water Authority, a Michigan municipal authority and public body corporate organized pursuant to Public Act 233 of 1955, with its principal place of business located at 735 Randolph, Detroit, Michigan 48226 (“GLWA”), and Genesee County through its Community Action Resource Department, with its principal place of business located at 1101 Beach St. Suite 285, Flint, MI 48502 (“Consultant”). Collectively, GLWA and Consultant are the “Parties” and individually a “Party”.

### **Recitals**

A. GLWA desires to engage Consultant to render certain Services as set forth in this Contract and its Exhibits, which are incorporated fully by reference; and

B. Consultant represents that it is authorized and prepared to provide the qualified professional personnel with the necessary skills to perform the Services, in a manner which is responsive to GLWA’s needs in all respects; and

Accordingly, in consideration of the mutual undertakings and benefits to accrue to the Parties and the public, the Parties agree as follows:

### **Article 1. Definitions**

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

“Allowance” means a sum included in the total Contract amount to reimburse Consultant for the cost to furnish and perform any Services that, at the time of contracting, are uncertain or of an indeterminate scope. Charges under any Allowance shall (i) not be paid by GLWA unless written authorization permitting the use of the Allowance is given by GLWA in advance of the Services and (ii) be substantiated in accordance with the terms of the Contract. Services to be paid within the limits of an Allowance shall be specified, in advance of the Services, as time and materials and/or lump sum. The remaining balance of any Allowance upon completion of the Services or termination of the Contract shall be retained by GLWA and not paid to Consultant.

“Amendment” means any written modification to this Contract as Consultant and GLWA may duly approve and execute from time to time, in accordance with this Contract and the Procurement Policy.

"Associate(s)" means the Consultant’s personnel, employees, consultants, subcontractors, agents, and for liability purposes its parent company, associated company, affiliate or subsidiary, now existing or subsequently created, and their respective agents and employees.

"Contract" means this written professional services agreement executed between Consultant and GLWA, including each of its Exhibits A through C and Amendments, each such document being

fully incorporated by reference herein, as approved by Consultant and GLWA in accordance with the Procurement Policy.

“Consultant” means the party that contracts with GLWA by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators, and assigns.

“Procurement Policy” means GLWA’s document, entitled “Great Lakes Water Authority Procurement Policy”, that establishes the way GLWA conducts the process of procuring the goods and services for the business of the organization, as the same may be amended from time to time.

"Records" means all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract.

"Services" means all work that is expressly set forth in Exhibit A, "Scope of Services", and all work necessarily required to be performed by Consultant to achieve the objectives of this Contract.

"Work Product" means the originals, or copies when originals are unavailable, of all materials prepared by Consultant under this Contract or in anticipation of this Contract, including but not limited to Technology (as defined in Section 3.02), data, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers, supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically, electronically or optically stored, or kept in some other form.

## **Article 2.**

### **Engagement of Consultant**

- 2.01 GLWA engages Consultant and Consultant agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract. If there shall be any dispute between the Parties regarding the extent, character, and progress of the Services to be performed or the quality of performance under this Contract, the reasonable interpretation and determination of GLWA shall govern.
- 2.02 The Services are deemed to include all conferences, consultations and public hearings or appearances deemed necessary by GLWA to ensure that Consultant will be able to perform the objectives of this Contract properly and fully.
- 2.03 All Services are subject to review and approval of GLWA for completeness and fulfillment of the requirements of this Contract. GLWA's review, approval and/or payment for any of the Services shall not be construed to waive or operate as a waiver of any rights under this Contract, and Consultant shall be and will remain liable in accordance with applicable law for all damages to GLWA caused by Consultant's negligent performance or nonperformance of any of the Services furnished under this Contract.

- 2.04 The Services shall be performed as set forth in Exhibit A and at such locations as are deemed appropriate by GLWA and Consultant for the proper performance of the Services.
- 2.05 There are no third-party beneficiaries to this Contract and this Contract shall not be construed to benefit any persons other than GLWA and Consultant.
- 2.06 This Contract is not an exclusive services contract. During the term of this Contract, GLWA may contract with other firms and Consultant is free to render the same or similar services to other clients, provided the rendering of such services does not affect Consultant's obligations to GLWA in any way.
- 2.07 When the Services include the installation of certain equipment and/or products, Consultant shall review the proposed equipment/products to ensure that they are, at a minimum, "Energy Star" rated. All proposed equipment/product choices shall be reviewed by a qualified GLWA Energy Manager for approval only as to the sufficiency of the "Energy Star" rating and/or other applicable energy efficiency ratings; GLWA assumes no responsibility for the adequacy, capability or appropriateness of the equipment/product selected by Consultant as it relates to successful completion of the Services. Consultant shall supply all required documentation that will qualify GLWA for energy program incentives offered by other utilities provided, however, that the process of applying for energy program incentives will be the responsibility of the GLWA Energy Manager.

### **Article 3.**

#### **Consultant's Representations and Warranties**

- 3.01 To induce GLWA to enter this Contract, Consultant represents and warrants that it is authorized to do business under the laws of the State of Michigan, is duly qualified to perform the Services, and that the execution of this Contract is within Consultant's authorized powers and is not in contravention of federal, state, or local law. Consultant further represents and warrants that this Contract has been duly authorized and executed by an individual authorized to bind Consultant to its terms and conditions in accordance with Consultant's requirements and procedures and constitutes a legal, valid, and binding obligation of Consultant.
- 3.02 Consultant makes the following representations and warranties as to any and all computer-related components and systems, including but not limited to computer software, computer code, computer programs, applications, computer hardware, embedded integrated circuits, computer memory and data storage systems, whether in the form of read-only memory chips, random access memory chips, CD-ROMs, or any other form, and the data retained or stored in said computer memory and data storage systems (collectively "Technology") it may provide under this Contract:
  - (a) That all Technology provided or made available to GLWA under this Contract shall perform according to the specifications and representations set forth in Exhibit A and according to any other specifications and representations, including any manuals, user guides or the like, provided by Consultant to GLWA; and



- (b) That Consultant shall correct all errors in the Technology provided under this Contract so that such Technology will perform according to Consultant's published specifications; and
- (c) That Consultant has the full right and power to grant GLWA the rights to use the Technology provided pursuant to this Contract and that the performance of this Contract shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party; and
- (d) That any Technology containing computer code and provided under this Contract is free of any known or reasonably discoverable computer program, code or set of instructions, commonly known as a "computer virus" or "disabling code" that is not designed to be a part of the Work Product and that, when inserted into the computer's memory: (i) duplicates all or part of itself without specific user instructions to do so, or (ii) erases, alters or renders unusable any Technology with or without specific user instructions to do so, or (iii) that provide unauthorized access to the Technology; and
- (e) That all Technology shall be delivered new and in original manufacturer's packaging and shall be fully warranted for repair or replacement during the term of this Contract as amended or extended.
- (f) That any Technology that it is provided to GLWA shall: (i) accurately recognize and process all time and date data including, but not limited to, daylight savings time and leap year data, and (ii) use accurate same-century, multi-century, and similar date value formulas in its calculations, and use date data interface values that accurately reflect the correct time, date, and century.

#### **Article 4.**

##### **Contract Effective Date and Time of Performance**

- 4.01 The effective date of this Contract shall be the date upon which this Contract is duly authorized in accordance with the Procurement Policy, as may be amended from time to time.
- 4.02 Prior to the authorization of this Contract as set forth in Section 4.01, Consultant shall have no authority to begin work on this Contract, GLWA shall not authorize any payments to Consultant, nor shall GLWA incur any liability to pay for any services rendered or to reimburse Consultant for any expenditure.
- 4.03 The commencement and duration of Consultant's performance under this Contract shall be as set forth in Exhibit A.

**Article 5.**  
**Data to Be Furnished to Consultant**

- 5.01 Copies of all information, reports, Records, and data (collectively, "Data") as are existing, available, and deemed necessary by GLWA for the performance of the Services shall be furnished to Consultant upon Consultant's request. With the prior approval of GLWA, Consultant shall be permitted access to GLWA offices during regular business hours to obtain any necessary Data. In addition, GLWA shall schedule appropriate conferences at convenient times with administrative personnel of GLWA or other individuals designated by GLWA for the purpose of gathering such Data.

**Article 6.**  
**Consultant Associates and Contract Administration**

- 6.01 Consultant, at its own expense, has obtained or will obtain all Associates and equipment required to perform the Services and all Associates are qualified and possess the requisite licenses or other legal qualifications to perform the Services assigned.
- 6.02 GLWA may interview Consultant's Associates assigned to this Contract. Consultant shall not use any Associates to whom GLWA objects and shall replace in an expedient manner those rejected by GLWA. In the absence of circumstances beyond its control, Consultant shall not, without the prior written consent of GLWA, remove or replace any Associate acceptable to GLWA with a new Associate until this Contract is terminated. Immediately upon receipt of written notification by GLWA, Consultant shall replace any Associate, including the Project Manager. In all cases in which an Associate must be replaced for any reason, Consultant shall supply an acceptable replacement as soon as possible, and shall not substitute a lower classified or less qualified Associate to perform the Services without obtaining the prior written approval of GLWA. Consultant will furnish the replacement Associate on a no-charge basis for the time necessary, as agreed to by GLWA, for any training or job orientation.
- 6.03 The relationship of Consultant to GLWA is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either Party or either Party's agent, subcontractor, or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the Parties or between either Party's agents, employees, or subcontractors.
- 6.04 Associates' daily working hours while working in or about a GLWA owned or operated facility shall be the same as those worked by GLWA employees working in that facility, unless otherwise directed by GLWA. Consultant shall comply with and shall require its Associates to comply with all health, safety, and security policies and procedures in effect at any GLWA owned or operated facility. Associates assigned to provide Services under this Contract may be subject to a background check and GLWA security clearance.
- 6.05 Consultant waives any claim against GLWA and shall not hold GLWA liable for any personal injury or property damage incurred by its Associates unless a court of competent jurisdiction determines that a GLWA employee: (a) was acting within the scope of their employment, (b)

was grossly negligent and (c) was the proximate cause of the personal injury or property damage. Consultant shall hold GLWA harmless from any such claim by Associates.

- 6.06 Consultant shall designate a project manager (“Project Manager”), acceptable to GLWA, to be responsible for all aspects of the Services. The person designated as the Project Manager may be changed by Consultant upon written notice of such change being provided to GLWA and upon GLWA’s prior written approval thereof. The Project Manager shall:
- (a) Coordinate its Associates’ work schedules, monitor performance goals and supervise the day-to-day activities of its Associates. All Associates will report directly to the Project Manager concerning all matters related to this Contract; and
  - (b) Act as the liaison between Consultant and GLWA. Day-to-day services to be performed by Consultant will be done in cooperation with the designated GLWA representative; and
  - (c) Submit a written report monthly describing progress on the Services (“Report”) and indicating those activities Consultant performed and those performed by its subcontractors. At regular and reasonable intervals, Consultant's supervisors, higher than the Project Manager (if any), will make checks and verifications on the Reports; and
  - (d) Inform GLWA as soon as the following types of conditions become known and include in the Report: (i) probable delays or adverse conditions which materially affect the ability to attain objectives or prevent meeting the time schedules, accompanied by a statement of any remedial actions taken or contemplated by Consultant; and (ii) favorable developments or events which enable attaining objectives or meeting time schedules sooner than anticipated.
- 6.07 Consultant and its Associates shall not influence GLWA's employees to seek employment with Consultant within the duration of this Contract and shall not for a period of one (1) year thereafter employ any of GLWA's employees without prior written approval from GLWA. If Consultant employs any GLWA employee within the Contract term or within one (1) year thereafter, Consultant shall pay GLWA a fee equal to 20% of the employee’s annual salary with Consultant, including any bonuses. Proof of such activity without the prior written consent of GLWA, as reasonably determined by GLWA, may be cause for the immediate termination of this Contract.

**Article 7.**  
**Compensation**

- 7.01 GLWA shall pay Consultant for the complete and proper performance of the Services, inclusive of any reimbursable expenses, at the amounts and in the manner set forth in Exhibit B, “Compensation”.

**Article 8.**  
**Maintenance and Audit of Records**

- 8.01 Consultant shall maintain full and complete Records reflecting all its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion or termination date.
- 8.02 At GLWA’s request, but not more often than once per year, Consultant shall allow GLWA or its designated representatives to audit and/or review its accounting and financial books and Records to the extent necessary to verify Consultant’s charges to GLWA for a preceding twelve (12) month period and/or to audit Consultant’s financial strength. At GLWA’s request, but not more often than once per year, Consultant shall allow GLWA or its designated representatives to perform an operational assessment to gain a comprehensive understanding of the existing workflows, decision-making structures, and internal controls. Consultant will cooperate and comply with all reasonable requests from GLWA or its designated representatives in connection with any review or assessment. Upon completion of any audit, review, or assessment, any deficiencies noted shall be reported to Consultant in writing. Consultant shall promptly remedy and correct any such reported deficiencies within ten (10) calendar days of notification. Any costs disallowed as a result of an audit of the Records shall be repaid to GLWA by Consultant within thirty (30) calendar days of notification or may be set off by GLWA against any funds due and owing Consultant, provided, however, that Consultant shall remain liable for any disallowed costs exceeding the amount of the setoff. Each Party shall pay its own audit costs.
- 8.03 Consultant shall include the covenants contained in Sections 8.01 and 8.02 in any contract it has with any subcontractor or agent whose services will be charged directly or indirectly to GLWA for Services performed pursuant to this Contract.

**Article 9.**  
**Responsibility for Performance**

- 9.01 Each Party shall be solely responsible for any claims arising out of that Party’s performance of this Agreement to the extent of that Party’s negligence, as provided for in this Agreement or by law. This Agreement is not intended to modify in any way either Party’s statutorily granted immunity from tort claims.

**Article 10.**

## **Insurance**

- 10.01 Consultant shall procure and maintain at its expense for the duration of the Contract insurance meeting the terms and conditions of Exhibit C, Insurance.

## **Article 11. Default and Termination**

- 11.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 11.

- 11.02 GLWA reserves the right to terminate this Contract for cause. Cause is an event of default.

- (a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:
- (1) Consultant fails to begin work in accordance with the terms of this Contract; or
  - (2) Consultant, in the judgment of GLWA, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or
  - (3) Consultant ceases to perform under the Contract; or
  - (4) GLWA reasonably believes the Services cannot be completed within the time provided and that the delay is attributable to conditions within Consultant's control; or
  - (5) Consultant, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the reasonable judgment of GLWA, to complete the Services within a reasonable time, and Consultant fails to sufficiently increase such work force when directed to do so by GLWA; or
  - (6) Consultant assigns, transfers, conveys, or otherwise disposes of its interests in this Contract in whole or in part without prior approval of GLWA; or
  - (7) Any GLWA officer or employee acquires an interest in this Contract to create a conflict of interest; or
  - (8) Consultant violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions, or orders of GLWA; or
  - (9) The performance of the Contract, in the sole and reasonable judgment of GLWA, is substandard, unprofessional, or faulty and not adequate to the demands of the Services to be performed; or
  - (10) Consultant fails in any of the agreements set forth in this Contract; or

(11) Consultant ceases to conduct business in the normal course; or

(12) Consultant admits its inability to pay its debts generally as they become due.

- (b) If GLWA finds an event of default has occurred, GLWA may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Consultant shall have ten (10) calendar days from the date of the Notice of Termination for Cause within which to cure such default. If the default is cured within the ten (10) day period, the right of termination for such default shall cease. If the default is not cured to the satisfaction of GLWA within the ten (10) day period, this Contract shall terminate on the eleventh calendar day after the date of the Notice of Termination for Cause, unless GLWA, in writing, gives Consultant additional time to cure the default. If the default is not cured to the satisfaction of GLWA within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.
- (c) If, after issuing a Notice of Termination for Cause, GLWA determines that Consultant was not in default, the rights and obligations of the Parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience. Alternatively, in GLWA's reasonable discretion, the Notice of Termination for Cause may be withdrawn and the Contract, if terminated, may be reinstated.
- (d) Consultant shall be liable to GLWA for any damages sustained by GLWA as a result of Consultant's breach or any reasonable costs GLWA might incur in enforcing or attempting to enforce this Contract. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses, and other consultants. However, if Consultant makes a written offer prior to the initiation of litigation or arbitration, then GLWA shall not be entitled to such attorneys' fees unless GLWA declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of Consultant's last written offer prior to the initiation of litigation or arbitration. GLWA may withhold any payments to Consultant, in an amount not to exceed the amount claimed in good faith by GLWA to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to GLWA from Consultant is determined. Consultant shall remain liable for any damages GLWA sustains in excess of any setoff.

11.03 GLWA shall have the right to terminate this Contract, in whole or in part, at any time at its convenience by giving Consultant five (5) business days written Notice of Termination for Convenience. As of the effective date of the termination, GLWA shall pay Consultant: (a) the fees for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to the date of termination in accordance with Exhibit A in the amounts provided for in Exhibit B; and (c) Consultant's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to Consultant shall be reduced by payments already paid to Consultant by GLWA. In no event shall GLWA pay Consultant more than the maximum price of this Contract.

11.04 After receiving a Notice of Termination for Cause or Convenience, and except as otherwise directed by GLWA, Consultant shall:

- (a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination; and
  - (b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as GLWA shall specify, and place no further orders on subcontracts for material, services, or facilities and the like, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated; and
  - (c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination; and
  - (d) Preserve all Records and submit to GLWA such Records and reports as GLWA shall specify, and furnish to GLWA an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as GLWA may issue concerning the safeguarding or disposition of files and property; and
  - (e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, subcontractors, lessors, and other parties, if any, to whom Consultant has become financially obligated pursuant to this Contract.
- 11.05 After termination of the Contract, each Party shall have the duty to assist the other Party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each Party.

## **Article 12. Assignment**

- 12.01 Consultant shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of GLWA; however, claims for money due or to become due to Consultant may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to GLWA. If Consultant assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to the prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Services in this Contract.
- 12.02 GLWA shall be permitted to assign this Contract to any successor in interest without the prior consent of Consultant. Thereafter, and as soon as practicable, GLWA shall provide written notice to Consultant of the assignment.

## **Article 13. Subcontracting**

- 13.01 None of the Services covered by this Contract shall be subcontracted without the prior written approval of GLWA and, if required, any grantor agency. GLWA reserves the right to withhold

approval of subcontracting such portions of the Services where GLWA determines that such subcontracting is not in GLWA's best interests.

- 13.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the subcontractor and its Associates in all respects. Consultant shall bind each subcontractor and each subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that subcontractor.
- 13.03 No approval by GLWA of any proposed subcontractor, nor any subcontract, nor anything in this Contract, shall create or be deemed to create any rights in favor of a subcontractor and against GLWA, nor shall this Contract be deemed or construed to impose upon GLWA any obligation, liability, or duty to a subcontractor, or to create any contractual relation whatsoever between a subcontractor and GLWA.
- 13.04 The provisions contained in this Article 13 shall apply to subcontracting by a subcontractor of any portion of the work or services included in an approved subcontract.
- 13.05 GLWA's approval of any subcontractor shall not relieve Consultant of any of its responsibilities, duties, and liabilities under this Contract. Consultant shall be solely responsible to GLWA for the acts or defaults of its subcontractors and of each subcontractors' Associates, each of whom shall for this purpose be deemed to be the agent or employee of Consultant.

#### **Article 14. Conflict of Interest**

- 14.01 Consultant affirms that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. Consultant further affirms that in the performance of this Contract no person having any such interest shall be employed by it.
- 14.02 Consultant affirms that no officer, agent, or employee of GLWA and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.
- 14.03 Consultant warrants that (a) it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for Consultant either directly or indirectly, and (b) if this warranty is breached, GLWA may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to Consultant under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.

#### **Article 15. Confidential Information**



- 15.01 In order that Consultant may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for GLWA to disclose confidential and proprietary information to Consultant or its Associates pertaining to GLWA's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, Consultant shall regard, and shall instruct its Associates to regard, all information gained as confidential and proprietary and such information shall not be disclosed to any organization or individual without the prior written consent of GLWA. The above obligation shall not apply to information already in or which becomes available in the public domain or information required to be disclosed by a court order or other legal process.
- 15.02 Consultant shall take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.

**Article 16.**  
**Compliance with Laws**

- 16.01 Consultant shall comply with and shall require its Associates to comply with all applicable federal, state and local laws and shall hold GLWA harmless with respect to any damages arising from any violation of law by it or its Associates.

**Article 17.**  
**Amendments**

- 17.01 GLWA may consider it in its best interests to modify the terms or conditions of this Contract or require Consultant to perform additional Services that are not set forth in Exhibit A. Modification of the Services may require that the compensation paid to Consultant by GLWA be proportionately adjusted, either increased or decreased, to reflect such modification. If GLWA and Consultant agree to any modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.
- 17.02 Compensation shall not be adjusted unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, Consultant shall continue to perform the Services under this Contract until the dispute is resolved.
- 17.03 No Amendment to this Contract shall be effective and binding upon the Parties unless it expressly refers to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both Parties and is approved by GLWA as set forth in Section 4.01.
- 17.04 GLWA shall not be bound by Unauthorized Acts in any dealings with Consultant and any of its Associates. For purposes of this Section 17.04, "Unauthorized Acts" means any acts by a GLWA employee, agent or representative that are not set forth in this Contract and have not been approved as a part of this Contract.

**Article 18.**  
**Notices**

- 18.01 Notice of Termination for Cause, Notice of Termination for Convenience, and Change of Address Notice shall be given in writing, mailed by postage prepaid, signed by the authorized representative of such Party and addressed as follows:

<p>If to GLWA:</p> <p>Great Lakes Water Authority 735 Randolph Street, 15<sup>th</sup> Floor Detroit, Michigan 48226 Attention: Chief Procurement Officer</p> <p>Email: <a href="mailto:ChiefProcurementOfficer@glwater.org">ChiefProcurementOfficer@glwater.org</a></p>	<p>If to Consultant:</p> <p>Genesee County Community Action Resource Department 1101 Beach St., Suite 285 Flint, Michigan 48502 Attention: Pamela Coleman</p> <p>Email: <a href="mailto:pcoleman@geneseecountymi.gov">pcoleman@geneseecountymi.gov</a></p>
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- 18.02 All other notices, consents, approvals, requests, and other communications required or permitted under this Contract may be given by a Party by e-mail at the e-mail addresses set forth in Section 18.01.
- 18.03 Either Party to this Contract may change its postal address and/or e-mail address at any time by giving notice of the address change to the other Party.
- 18.04 Notices shall be deemed given on the day of mailing or e-mailing.
- 18.05 Consultant agrees that any notice given in the manner specified in this Article 18 shall be sufficient and waives all claims relative to the sufficiency of such notice.

## Article 19. Proprietary Rights

- 19.01 Consultant shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this Contract. Any Work Product provided to GLWA under this Contract shall not include Consultant's proprietary rights, except to the extent licensed to GLWA.
- 19.02 GLWA shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.
- 19.03 The Parties acknowledge that should the performance of this Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), and to the extent said Discoveries do not include modifications, enhancements, configurations, translations, derivative works, and interfaces from Consultant's intellectual property, trade secrets or confidential information, said Discoveries shall: (a) be deemed "Work(s) for Hire"; (b) be promptly reported to GLWA and (c) belong solely and exclusively to GLWA without regard to their origin, and be treated by Consultant as GLWA's confidential information. At GLWA's request, Consultant shall execute all documents and shall furnish all reasonable assistance requested to establish in GLWA all right, title and interest in said Discoveries or to enable GLWA to apply for United States patents or copyrights for said Discoveries.

- 19.04 Any Work Product provided by Consultant to GLWA under this Contract shall not be disclosed, published, copyrighted, or patented, in whole or in part, by Consultant. The right to the copyright or patent in such Work Product shall vest exclusively in GLWA. GLWA shall have unrestricted and exclusive authority to publish, disclose, distribute, and otherwise use, in whole or in part, any of the Work Product. If Work Product is prepared for publication, it shall carry the following notation on the front cover or title page: "This document was prepared for, and is the exclusive property of, the Great Lakes Water Authority."
- 19.05 Intentionally omitted.
- 19.06 Upon the expiration or termination of this Contract, all finished or unfinished Work Product shall become GLWA's sole and exclusive property whether in Consultant's possession or not. Work Product shall be free from any claim or retention of rights on the part of Consultant and shall promptly be delivered to GLWA. GLWA shall return all of Consultant's property to it. Any intentional failure or unreasonable delay on Consultant's part to deliver the Work Product to GLWA will cause irreparable harm to GLWA not adequately compensable in damages and for which GLWA has no adequate remedy at law and GLWA may, in such event, (a) seek and obtain injunctive relief in a court of competent jurisdiction to compel delivery of the Work Product, to which injunctive relief Consultant consents, and (b) seek and obtain all applicable damages and costs.

#### **Article 20. Force Majeure**

- 20.01 No failure or delay in performance of this Contract, by either Party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics and pandemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise not within the control of a Party. In the event of a dispute between the Parties regarding what constitutes a force majeure event, the reasonable interpretation and determination of GLWA shall govern.

#### **Article 21. Waiver**

- 21.01 No Party shall be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the Party.
- 21.02 No delay or omission on the part of either Party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a waiver of any right on any future occasion.
- 21.03 The failure by a Party to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall not constitute a waiver of such covenant, agreement, term, condition, or breach.

#### **Article 22.**

## **Miscellaneous**

- 22.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 22.02 This Contract contains the entire agreement between the Parties and all prior negotiations and agreements are merged into this Contract.
- 22.03 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.
- 22.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 22.05 This Contract and all actions arising under it shall be governed by the laws of the State of Michigan. Consultant consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. Consultant shall not commence any action against GLWA arising out of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.
- 22.06 If any Associate shall take any action that, if done by the Consultant, would constitute a breach of this Contract, the same shall be deemed a breach by Consultant.
- 22.07 No rights or remedies are, or shall be, acquired by Consultant by implication or otherwise unless expressly set forth in this Contract.
- 22.08 The term "GLWA" shall be deemed to include the Great Lakes Water Authority and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.
- 22.09 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract.
- 22.10 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.
- 22.11 The rights and benefits under this Contract shall inure to GLWA and its agents, successors, and assigns.
- 22.12 Consultant waives any defense it may have to the validity of the execution of this Contract.
- 22.13 GLWA shall have the right to recover by setoff from any payment owed to Consultant any amounts owed to GLWA by Consultant under this Contract or other contracts, and any other debt owed to GLWA by Consultant.

- 22.14 No term or condition of this Contract shall be construed to abrogate the governmental immunity granted to GLWA by law.
- 22.15 Unless explicitly stated otherwise, the rights and remedies of GLWA set forth in this Contract are not exclusive and are in addition to any of the rights and remedies provided by law or equity.
- 22.16 Consultant shall be subject to GLWA's "Vendor Performance Assessment", and the results thereof may impact its future engagements with GLWA.
- 22.17 When the Services requires adherence to GLWA's Business Inclusion and Diversity (B.I.D.) Program as set forth in the Procurement Policy, Consultant shall use its best efforts to ensure compliance with Consultant's "Diversity Plan", as finalized and approved by GLWA upon execution of this Contract. GLWA may monitor and assess Consultant's compliance with Consultant's "Diversity Plan" during the term of this Contract.
- 22.18 This Contract, its exhibits, and any Amendments thereto, are complementary and are intended to constitute a single agreement, to be interpreted in harmony to avoid conflict. In cases of ambiguity in, or conflict between, any requirements of the Contract, Consultant must, before proceeding, consult GLWA for its written clarification of the ambiguity or conflict, which determination shall be final.
- 22.19 The following terms and conditions shall survive any termination, completion, or expiration of this Contract: Sections 3.02(c), 6.03, 6.05, 13.05, 22.05, 22.08, 22.14, and Articles 9, 15, and 19.

*(Signatures appear on next page)*

Accordingly, GLWA and Consultant, by and through their duly authorized officers and representatives, have executed this Contract as follows:

**Genesee County through its Community Action Resource Department:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Its: \_\_\_\_\_  
Title

Dated: \_\_\_\_\_

**Great Lakes Water Authority:**

By: \_\_\_\_\_  
Daniel Edwards

Its: Procurement Manager

Dated: \_\_\_\_\_

APPROVED AS TO FORM BY  
GLWA GENERAL COUNSEL: \_\_\_\_\_  
Signature/Date

APPROVED BY GLWA

BOARD OF DIRECTORS: ☒ 5/28/2025

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **I. Contract Term**

a. The term of this Contract shall be for (1) year (the “Initial Term”). GLWA shall have two (2) one-year options to renew this Contract (collectively, the “Renewals”) at GLWA’s sole discretion and at the terms and conditions specified in this Contract.

b. The Initial Term shall begin on July 1, 2025 and terminate on June 30, 2026 and the compensation therefor shall be as set forth in Exhibit B.

c. If exercised by GLWA, the first optional term shall begin on July 1, 2026 and terminate on June 30, 2027 (the “First Renewal Term”) and the compensation therefor shall be as set forth in Exhibit B.

d. If exercised by GLWA, the second optional term shall begin on July 1, 2027 and terminate on June 30, 2028 (the “Second Renewal Term”) and the compensation therefor shall be as set forth in Exhibit B.

e. GLWA may authorize the exercise of the Renewals in its sole discretion.

#### **II. Services to be Performed**

Consultant shall provide the Services specified below in support of the GLWA Water Residential Assistance Program (“WRAP” or “Program”). The Program serves the entire GLWA service area which consists of and is defined for purposes of this Contract as follows:

- Area 1: City of Detroit
- Area 2: City of Flint
- Area 3: Wayne (not including Detroit), and Monroe Counties
- Area 4: Oakland County
- Area 5: Macomb, St. Clair, and Lapeer Counties
- Area 6: Washtenaw County

##### **1. Program Management**

- a. Consultant shall manage and coordinate the enrollment of eligible participants and distribution of funds for the WRAP in Area 2 in accordance with the approved Program design.
- b. Consultant is responsible for the administration of all components of WRAP including, but not limited to, Program marketing, outreach, delivery, monitoring, and reporting as further described herein (“Administration”).
- c. Consultant shall define its business processes for the Program and perform required Program monitoring, reporting, and evaluation. The defined business processes shall



be approved by GLWA and shall recognize and be able to accommodate the variety of retail service providers' billing systems that are used in communities throughout the GLWA service area.

- d. Consultant shall recommend and work with GLWA to implement any WRAP design changes.
- e. Consultant shall enter into agreements, as needed, with various subcontractors for services related services and ensure that the subcontracted services are delivered effectively, efficiently, and with appropriate insurance coverage.
- f. Consultant shall provide the following deliverables:
  - i. Monthly and quarterly reporting data
    - Household address, including, but not limited to:
    - Household zip code
    - Household municipality
    - Household payment cycle
    - WRAP status
  - ii. Monthly statement of expenses using the format as provided by GLWA to be submitted within 15 days after the end of the month.

## **2. Client Service**

- a. WRAP services shall be rendered in the form of “Direct Assistance” (bill payment and arrearage assistance for water and sewerage bills), and “Conservation” (water use education, home water audits, and minor plumbing repairs).
- b. Consultant shall provide participants with holistic assistance services as appropriate.
- c. Consultant shall implement a prioritization process for rendering assistance that ensures equitable and consistent distribution of assistance for eligible customers throughout the GLWA service area.
- d. Consultant shall train its staff on Program service delivery standards and requirements.
- e. Consultant shall implement enrollment and intake processes based on WRAP eligibility guidelines defined by GLWA including, but not limited to:
  - i. Identifying a primary point of contact for each household.
  - ii. Scheduling enrollment appointments and performing client intake.
  - iii. Establishing a streamlined process for determining eligibility and verifying necessary information.
  - iv. Establishing a process for referrals to receive Conservation services.
  - v. Determining the amount and type of benefits eligible households may receive.

- f. Consultant's case management shall include providing adequate staffing to ensure multi-lingual capacity to respond to applicant and participant questions throughout the duration of the applicant's or participant's time in the Program.
- g. Consultant shall monitor participants' compliance with Program requirements.
- h. Consultant shall maintain minimum core working hours from 9:00 a.m. to 4:00 p.m., Monday through Friday, with the exclusion of County holidays. Consultant shall have staff available to attend GLWA meetings and residential education meetings outside of normal working hours, which may require evening or weekend hours.

### **3. Community Outreach**

- a. Consultant shall work with GLWA staff to implement a tailored outreach plan that reflects and is responsive to the unique challenges of a regional assistance program.
- b. Consultant shall work with GLWA to develop marketing materials for the program.
- c. Consultant shall conduct outreach that promotes awareness of WRAP and enables eligible households served by GLWA to obtain assistance.

### **4. Member Partner Relations**

- a. Consultant shall support efforts to educate local leaders on the Program and encourage their community's participation in the Program.
- b. Consultants shall provide Direct Assistance payments to utilities on behalf of enrolled households.

### **5. Performance Measurement**

- a. Consultant shall provide Program data as requested by GLWA on the following measures, including but not limited to:
  - i. Number of households enrolled
  - ii. Amount (\$) of total Direct Assistance provided (spent)
  - iii. Amount (\$) of total Direct Assistance committed
  - iv. Amount (\$) of total Direct Assistance uncommitted
  - v. Number of households enrolled in Year 2 or WRAPfinity
  - vi. Number of shutoffs avoided
  - vii. Number of households enrolled with an arrearage balance
  - viii. Average arrearage balance per household (reported for newly enrolled households)
  - ix. Amount (\$) of arrearage paid per household
  - x. Number of home water audits completed
  - xi. Number of households receiving minor plumbing repairs
  - xii. Amount (\$) of home water audits completed

- xiii. Amount (\$) of plumbing repairs provided
- xiv. Amount (\$) of Conservation funds remaining (unspent or uncommitted)
- xv. Average amount (\$) of minor plumbing repairs per household

## **6. Financial Management**

- a. Consultant shall budget for the expenses related to Direct Assistance, Conservation, and Administration and provide GLWA with monthly updates on the variance between actual spending verses budgeted amounts and prepare projected cash flows. Consultant shall at all times manage its cash flow to ensure funding for Program operations for the duration of the Contract.
- b. Consultant shall endeavor to fully utilize the annually allocated funding within each funding year. With good cause shown by Consultant, GLWA may elect to roll forward unspent funds to the subsequent funding year.

*(End Exhibit A)*

## **EXHIBIT B** **COMPENSATION**

### **I. Contract Amount**

GLWA shall pay Consultant for the complete and proper performance of the Services, inclusive of any reimbursable expenses, as set forth in this Exhibit B. If reimbursable expenses are to be provided, they shall be delineated in this Exhibit B. Unless this Contract is amended pursuant to Article 17, this amount shall be the entire compensation to which Consultant is entitled for the performance of Services.

- a. For the Initial Term, an amount not to exceed the sum of Twenty-Seven Thousand and 00/100 Dollars (\$27,000.00); and
- b. For the First Renewal Term, if any, an amount not to exceed the annual sum approved by the GLWA Board of Directors; and
- c. For the Second Renewal Term, if any, an amount not to exceed the annual sum approved by the GLWA Board of Directors.

### **II. Cost of Services and Invoicing**

- a. Program Budget Allocation:

The annual Program budget allocations are set forth below. These allocations may be adjusted with good cause shown at the discretion of and with written approval from the GLWA Affordability & Assistance Manager

FY 2026 WRAP Allocation Area 2				
FY26 Budget	Program Administration Budget (15% of FY Budget)	Total Funding for Direct Assistance & Conservation	Direct Assistance Funding (80% of Total Direct Assistance & Conservation Budget)	Conservation Funding (20% of Total Direct Assistance & Conservation Budget)
\$27,000.00	\$4,050.00	\$22,950.00	\$18,360.00	\$4,590.00

### **III. Invoicing; General**

- a. The Program Administration fee paid to Consultant shall be capped at 15% of each fiscal year budget and is inclusive of any reimbursable expenses. If the Program Administration funding is depleted prior to the end of any fiscal year, Consultant shall be required to continue providing the Services until the total funding allocated in that fiscal year for Direct Assistance and Conservation is fully utilized.

- b. As part of the Conservation Funding, each qualifying enrollee shall receive a home water audit at a rate of \$400 per audit.
- c. Within any fiscal year, additional Program administration funding may be approved through a GLWA Board of Directors reallocation process and, if a reallocation is approved, any resulting changes to the Program administration funding shall be set forth in a written amendment to this Contract.
- d. Program funding for Program Administration, Direct Assistance and Conservation shall be disbursed to Consultant upon submission of a “Monthly Statement of Expenses” (template provided by GLWA), accompanied by all documentation requested by GLWA including those components of Consultant’s general ledger associated with providing the Services. Additional disbursements of Direct Assistance and Conservation funds may be provided at the discretion of GLWA.
- e. Monthly Statement of Expenses and any other requested documentation shall be submitted by E-mail to: [wrap@glwater.org](mailto:wrap@glwater.org)
- f. Payment for the proper performance of the Services shall be contingent upon receipt by GLWA of accurate, complete, and timely invoices from Consultant and shall be made within forty-five (45) days after receipt of a proper invoice which conforms to the requirements of this Exhibit B.
- g. The GLWA project manager and individual responsible for approving Consultant invoices under this Contract is:

Haran Stanley, Affordability & Assistance Management Professional  
Great Lakes Water Authority  
735 Randolph  
Detroit, Michigan 48226  
Email: [Haran.Stanley@glwater.org](mailto:Haran.Stanley@glwater.org)

#### **IV. Reimbursable Expenses**

- a. Consultant shall be paid for its reimbursable expenses which shall be the actual cost incurred by Consultant for expenses advanced on behalf of GLWA in connection with the Services performed by Consultant, in accordance with the terms set forth below.
- b. Reimbursable Expenses: The following expenses shall be expensed at the rates which represent the actual costs of Consultant: BS&A (or like) record search expenses, postage, express mail services, outside printing and photocopying, notary fees, and miscellaneous like expenses directly related and necessary for rendering the Services.
- c. To obtain reimbursement for costs or expenses not enumerated herein,

Consultant shall submit to the GLWA Affordability and Assistance Manager a written request for approval of such costs or expenses *prior* to incurring them.

*(End Exhibit B)*

**EXHIBIT C**  
**INSURANCE**

**I. Coverage Types, Amounts and Endorsements**

- a. Consultant shall procure and maintain at its expense, for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services and the results of those Services by Consultant, its agents, representatives, employees, or subcontractors, as marked below and as otherwise required by this Exhibit C.

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
<input checked="" type="checkbox"/> Workers' Compensation	Statutory Limits Mandated by Law
<input checked="" type="checkbox"/> Employers' Liability	\$1,000,000 Each Accident \$1,000,000 Disease Each Employee \$1,000,000 Disease Policy Limit
<input checked="" type="checkbox"/> Commercial General Liability	\$1,000,000 Each Occurrence \$1,000,000 Personal/Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations
<input checked="" type="checkbox"/> Automobile Liability (Covering Any Auto including Owned, Hired and Non-Owned vehicles)	\$1,000,000 Combined Single Limit
<input checked="" type="checkbox"/> Umbrella/Excess Liability (Providing excess limits over the Commercial General Liability, Auto Liability and Employers' Liability policies)	\$4,000,000 Each Occurrence \$4,000,000 Aggregate
<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions)	\$5,000,000 Any One Claim

- b. The commercial general liability policy shall include an endorsement naming the "Great Lakes Water Authority" as an additional insured and any other entities as may reasonably be designated by GLWA.

- c. The commercial general liability policy and the umbrella/excess liability policy shall be endorsed to provide that Consultant's insurance is primary and non-contributory to any insurance already carried by GLWA.
- d. The workers' compensation, commercial general liability and automobile liability policies shall be endorsed with a waiver of subrogation on either a blanket basis or in favor of GLWA.
- e. All insurance required by this Contract shall:
  - 1. Name Consultant as the insured; and
  - 2. Except for professional liability insurance, be written on an occurrence-based policy form if the same is commercially available; and
  - 3. Be affected under valid and enforceable policies, issued by insurers either authorized to conduct business in Michigan or which have an A.M. Best's rating of A-/VIII or better, and which are otherwise acceptable to GLWA.

## **II. General Requirements**

- a. If during the term of this Contract changed conditions or other pertinent factors should, in the reasonable judgment of GLWA, render inadequate the foregoing insurance limits, Consultant shall furnish such additional coverage or types of coverage as may reasonably be required under the circumstances and the actual cost differential thereof shall be paid by GLWA. Within thirty (30) calendar days of such request, Consultant shall obtain the additional coverage and furnish evidence of such coverage to GLWA.
- b. Certificates of insurance evidencing the coverage required by this Contract shall, in a form acceptable to GLWA (ACORD 25 form preferred), be submitted to GLWA upon execution of this Contract and at least five (5) days prior to the expiration dates of expiring policies. All submittals shall be emailed to [COI@glwater.org](mailto:COI@glwater.org).
- c. Certificates of insurance shall reference this Contract requisition number.
- d. Consultant or its insurer shall provide to GLWA thirty (30) days' written notice of cancellation of any policy required by this Contract and ten (10) days' written notice of cancellation due to non-payment of premium.
- e. If any work is subcontracted in connection with this Contract, Consultant shall require each subcontractor to effect and maintain the types and amounts of insurance which, in Consultant's sole judgment, shall be appropriate to the work conducted by each such subcontractor. GLWA shall have the right to request copies of any subcontractor certificates of insurance.
- f. Consultant shall be responsible for the payment of all deductibles and/or self-insured retentions contained in any insurance required under this Contract. The provisions requiring Consultant to carry the specified insurance shall not be construed in any manner as waiving or restricting the liability of Consultant.



- g. If Consultant maintains broader coverage and/or higher limits than the minimums marked above, GLWA requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant.
- h. Failure to comply with any term or condition of this Exhibit C shall constitute a material breach of this Contract.

*(End Exhibit C)*

DESCRIPTION: Wrap Fund Program

GL #	DESCRIPTION	Increase/(Decrease)
2774-695.39-674.029	Local Contribution	4,050.00
2774-695.39-957.006	INTRAFUND EXPENSE	\$4,050.00
2774-695.41-674.029	LOCAL CONTRIBUTION	\$18,360.00
2774-695.41-924.000	UTILITIES	\$18,360.00
2774-695.40-674.029	LOCAL CONTRIBUTION	\$4,590.00
2774-695.40-801.000	Service Contract	\$4,590.00