

**GRANT SUBRECIPIENT
PROFESSIONAL SERVICES CONTRACT**

This Grant Subrecipient 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”), and Easter Seals of Michigan, a Michigan non-profit organization whose principal place of business is located at 2399 E Walton Blvd, Auburn Hills, MI 48326, (the “Contractor”) (the County and the Contractor together, the “Parties”).

RECITALS

WHEREAS, there is evidence that there are Racial and Ethnic Disparities (R/ED) at the arrest decision point in communities; and

WHEREAS, the Contractor has demonstrated its interest and ability to assist the County in reducing R/ED in the community; and

WHEREAS, the County has entered into an Agreement with the federal funds awarding agency, the Michigan Department of Health and Human Service (MDHHS), which authorizes the County to subcontract for the provision of the R/ED reduction services; and

WHEREAS, the Federal Award Date is October 1, 2023; and

WHEREAS, the Federal Award Identification Number (FAIN) E20241619-00 and

WHEREAS, the CFDA Number is 16.540; and

WHEREAS, the Contractor, understands and acknowledges that this is a subrecipient award pursuant to 2 CFR § 200.332 and that Contractor is a subrecipient that must comply all federal regulations in relation to this Agreement and the awarding agreement between MDHHS and the County; and

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

WHEREAS, the Contractor/Subrecipient’s Unique Entity Identifier is YLQ1H3JSN3R8; and

WHEREAS, the Administration of the agreement between the County and MDHHS is handled on behalf of the County by Jessica Clemons, Financial Officer, jclemons@geneseecountymi.gov; (810) 237-6121 and on behalf of MDHHS by Derrick McCree, mccreed@michigan.gov , (989) 498-1705; and

NOW, THEREFORE, the County and the Subrecipient Contractor agree as follows:

1. Term

1.1 Initial Term

The initial term and period of performance of this Contract commences on October 1, 2023, and shall be effective through September 30, 2024 (the “Initial Term”).

1.2 Extension Terms

The County has the option to extend this Contract for up to one (1) 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

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed \$115,243.03. The Contractor’s projected budget for the Initial Term of this Contract is attached as Exhibit B (the “Budget”). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term. The amount of federal funds obligated by this action is \$115,243.03, which is a portion of the \$ \$218,356.00 total amount of the funds allocated to the County by MDHHS. The County has not committed any additional funds from this federal award to this Subrecipient Contractor.

The underlying Grant Agreement between the County and MDHHS provides that “The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 10% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Governmental Grantees with an existing cost allocation plan may budget accordingly in lieu of an indirect cost rate. Non-governmental Grantees may use a cost allocation plan only if the plan was in place prior to December 26, 2014.” However, indirect costs are not applicable to the services provided in this agreement.

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 **Rhonda Ihm** (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.

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.

8.3 Termination for Convenience

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

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 orientation, 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. Audit Rights Pursuant to 2 CFR §200.332

11.1 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.

11.2 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.

11.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract, compliance with 2 CFR §200.332, and any other applicable laws and regulations relating to grant compliance. Because this Contract is funded or supported with state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may also examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

11.4 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.

12. Identity Theft Prevention

12.1 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.

12.2 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.

13. Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts usually maintained by businesses and keep such insurance coverage in force throughout the life of this Contract.

13.1 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.

14. Independent Contractor

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

15. General Provisions

15.1 Entire Contract

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

15.1.1. The Contract – This Professional Services Contract

15.1.2. Exhibit A – The Scope of Work

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.

15.2 No Assignment

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

15.3 Modification

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

15.4 Binding Effect

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

15.5 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.

15.6 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.

15.7 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.

15.8 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.

15.9 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.

EASTERSEALS MICHIGAN

COUNTY OF GENESEE

By: _____
Juliana Harper
Chief Program Officer/Senior Vice President

By: _____
James Avery, Chairperson
Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A Description of the Services

Racial and Ethnic Disparities Reduction Competitive Grant

Easterseals will provide a mental health professional (MHP) who will work together to respond to any school-based offense that requires law enforcement involvement. SRO would refer the student to the MHP to become involved in the Collaborative Crisis Intervention Diversion program. To be eligible for the proposed diversion program, a student must be involved in a school-based offense that would typically result in an arrest or court petition.

The Diversion Program involves the MHP conducting an anti-racist and trauma informed assessment to guide the development of a culturally responsive case management plan. The MHP will administer the Youth Level of Service/Case Management Inventory. The MHP will administer the Child and Adolescent Trauma Screen or the Massachusetts Youth Screening Instrument assesses youth's mental health needs. Protective Factors for Reducing Juvenile Reoffending will be used to assess youth's individual, familial, and community strengths so that case management incorporates enhancing existing assets and relationships.

The MHP will create a final report that includes the assessment results, case management goals, service referrals, and a 6-week follow-up plan. Within 10 days of the incident, the MHP will schedule a meeting with the student, parent, victim and their parent, and the SRO to discuss the MHP's assessment and SRO's investigation results to determine whether the student should be charged. To avoid formal charges, the student must accept responsibility for their involvement in the incident and commit to completing the case management goals within 10 weeks.

At the end of the 6th week, the MHP will contact the relevant service partners to get an update on the students' progress. If the student has met their goals, it will be noted a successful completion. If it is determined that the student is not making progress, a meeting with the student, parent, and MHP will be scheduled within two weeks to facilitate getting the student on track to succeed. At this time the student will be granted a 4-week extension to complete the case management goals. If the student does not meet the goals, it will be considered an unsuccessful completion and the student will be at risk of being formally charged.

EXHIBIT B
Easterseals Michigan Proposal MSU Racial and Ethnic Disparities

Costs:

Position Salary - Intensive Case Manager	1	\$50,945.42	\$50,945.42
Position Salary - Supervisor (1 of 8 supervised)	1	\$64,469.81	\$8,058.73
Position Salary - Project Director (1 Hour per week)	1	\$83,404.55	\$2,085.11
On-call stipend	1	1320.02	\$1,320.02
Total Salary			\$62,409.28
Plus Fringe Benefits	40%	\$24,963.71	
Total Salary and Fringes			\$87,372.99
Plus Overhead	15%	\$13,105.95	
Plus Admin.	8%	\$6,989.84	
Total Admin. And Overhead			\$20,095.79
Transportation:			
Mileage Reimbursement	5,750	\$0.655	\$3,766.25
Equipment:			
Laptop Computer	1	\$2,100.00	
Cell Phone (\$54/mth)	1	\$648.00	
Total Equipment			\$2,748.00
Total Annual Cost for Workers			\$113,983.03
Bus Passes for Families	720	\$1.75	\$1,260.00
Total All-Inclusive Cost			\$115,243.03