

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"), and National Minority Quality Forum, Inc., a Washington, D.C., nonprofit research and advocacy organization, whose principal place of business is located at 1201 NW 15th Street, Suite 340, Washington, DC 20005 (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

The term of this Contract commences on April 1, 2025, and shall be effective until the proposed project is completed (the "Term").

2. Scope of Work

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

3. Compensation

Flat Fee. The Contractor shall be paid a flat fee of \$100,000.00 for the performance of the Services. Upon completion of the Services, the Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation. 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 Joshua Freeman (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.

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

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.

National Minority Quality Forum

COUNTY OF GENESEE

By: 
Name: Gary Puckrein
Its: President

Date: May 6, 2025

By: Delrico Loyd
Delrico Loyd, Chairperson
Board of County Commissioners

Date: 22/10/2025

EXHIBIT A

Description of the Services

Organizational Background

The **National Minority Quality Forum, Inc.** (NMQF) is a 501(c)(3) not-for-profit research and advocacy organization based in Washington, DC. NMQF was founded in 1998 to address the critical need for strengthening national and local efforts to use evidence-based, data-driven initiatives to guide programs to eliminate the disproportionate burden of premature death and preventable illness for racial and ethnic minorities and other special populations. With a mission to reduce patient risk by assuring optimal care for all, NMQF's aim is to use data and research to support and mobilize healthcare organizations, leaders, policymakers, and patients in advocating for optimal care for every individual, especially those in minoritized communities.

Executive Summary

NMQF is seeking funding to implement the Flint IBD Equity Collaborative, along with a suite of programs designed to address health disparities and improve healthcare outcomes in underserved communities. This initiative will focus on reducing inequities in inflammatory bowel disease (IBD) through targeted education, patient engagement, and clinician training. NMQF will expand its efforts to train healthcare providers in quality improvement practices, ensuring that clinicians are equipped to deliver culturally competent care that meets the unique needs of minoritized populations. Additionally, the Flint Cancer Equity Collaborative will bring together local organizations, researchers, and community leaders to enhance cancer screening, facilitate clinical trial education, and improve early detection and treatment efforts. These efforts will be supported by NMQF Connect, a patient navigation outreach initiative that brings vital healthcare services directly to hard-to-reach communities through mobile mini-clinics, patient education events, and grassroots engagement.

To further advance health equity, NMQF will leverage trusted community networks through its Faith Health Alliance and Health Champions initiatives, which engage faith leaders, barbers, stylists, and other influential community members to promote health awareness and preventive care. These programs will be complemented by the FORWARD Scholarship Program, which aims to support early-career scientists from diverse backgrounds with research funding and specialized mentorship opportunities in oncology and health equity research. By investing in patient education, community partnerships, clinician training, and workforce development, NMQF seeks to build sustainable, community-driven healthcare solutions that enhance access to quality care, increase early diagnosis rates, and ultimately improve health outcomes for historically marginalized populations.

Needs Statement

The need for targeted strategies to address disparities in IBD among Flint and Genesee County residents is critical, as evidence suggests that IBD is underreported in minoritized communities and that clinicians often overlook symptoms in patients of color. In this region, where a significant portion of the population faces systemic healthcare barriers, the long-standing misconception that IBD primarily affects white individuals has contributed to delayed diagnoses and misdiagnoses among Black and Hispanic residents. Disparities in access to specialty care, socioeconomic challenges, and limited community awareness further exacerbate delays in diagnosis and treatment, leading to prolonged inflammation, increased symptom severity, and higher risks of complications. Additionally, Black patients in Genesee County are less likely to receive advanced IBD

therapies, reflecting broader racial disparities in treatment access. Addressing these gaps requires a concerted effort to expand culturally competent healthcare, increase provider education on IBD in diverse populations, and strengthen community engagement to ensure that all residents—regardless of race or socioeconomic status—receive timely, effective, and equitable care. Improving local research representation and participation in clinical trials will also be essential to advancing health equity and optimizing outcomes for Flint and Genesee County residents living with IBD.¹

Project Description

NMQF proposes to implement a comprehensive IBD education and awareness project in Genesee County. The proposed project unfolds across several key components:

1) The Flint Cancer Equity Collaborative will combine the collective leadership of Flint community-based organizations, researchers, clinicians, and community leaders to advance cancer equity in Flint. The coalition will aim to reduce mortality and late-stage detection, diagnosis and treatment of cancer via the following:

- Increasing cancer screening and clinical trial education in hard to reach communities via workshops and/or mini-clinics
- Patient listening sessions to educate and facilitate community-based participatory research regarding cancer clusters and cancer research in community.
- Virtual and in-person convening cancer researchers and community leaders to educate and promote awareness of cancer treatments, screening and clinical trial opportunities.
- Sharing insights from NMQF Cancer Index 2.0 with community and training community research scientists
- Building a sustainable model of collaboration between health leaders and community
- Mobilizing local resources to address the social determinants of health

2) Patient Navigation Outreach via NMQF Connect. NMQF Connect is an inclusive, energetic dissemination strategy to foster health in underserved communities by going hyper-local and bringing resources, services and health education to hard-to-reach populations via events which will include:

- **Mini-Clinics:** Traveling Mini Clinic patient education events designed to “meet patients where they are”. Whereas many patient navigation programs are aimed at assisting at-risk patients within a particular hospital system, NMQF Connect Traveling Mini Clinic allows NMQF to help reduce patient risk for a minoritized, medically underserved, hard-to-reach population through targeted patient engagement. Mini clinic community events play a crucial role in patient navigation and education by providing accessible healthcare services, targeted patient education addressing specific needs and interactive engagement. These events serve as valuable platforms for disseminating health information, promoting healthy behaviors, and connecting individuals with healthcare resources. These events are typically held in community centers, schools, or local businesses, making healthcare more convenient and less intimidating for individuals.

¹ Borum M. L. (2023). Racial and Ethnic Disparities in Inflammatory Bowel Disease. *Gastroenterology & hepatology*, 19(5), 281–283.

- **Training Patient Navigators** Patient Navigators help patients navigate a complex health system to necessary clinical care and resources.
 - Qualifications: Culturally competent, knowledgeable about cancer screening, and familiar with local healthcare resources.
 - Training Topics: Communication skills, cultural sensitivity, information on cancer screening procedures, and handling patient inquiries.
 - Potential Activities to Address Unmet Needs:
 - Transportation: Coordinate or provide transportation for patients who face mobility or geographic barriers.
 - Language and Literacy: Provide materials in multiple languages and offer interpreters where needed.
 - Insurance and Financial Guidance: Assist with understanding insurance coverage and potential financial support for screening costs.
 - Follow-Up and Support:
 - Ensure continuity of care by helping patients with referrals and appointment reminders.
 - Address any concerns and support patients emotionally and practically throughout the screening process.

3) DRIVE QIE Program and Health Champions Outreach: Quality improvement (QI) for clinicians is crucial in driving health equity and better outcomes for patients of color. By focusing on improving clinical practices, processes, and patient care delivery, our QI initiatives help minoritized patients receive timely, appropriate, and culturally competent care.

A DRIVE QIE toolkit and training resources will be collaboratively designed with community and expert input, modeled after successful programs, and made freely accessible on the SHC website. They will serve as foundational materials for live programs, disseminated widely through a network of engaged advisors and partners. Emphasis will be placed on engaging and educating the healthcare community, including support staff, healthcare providers, and addressing points of access for care after diagnosis.

About DRIVE (Demonstrating Real Improvement in Value and Equity): The DRIVE program, led by NMCF's SHC, focuses on promoting health equity. Launched in the 2017-18 flu season and implemented in various health system settings, DRIVE utilizes an evidence-based approach, incorporating system leadership engagement, system-based changes, community outreach, team-based immunization approaches, and data feedback reports. The program aims to increase community voices supporting health education and strengthen partnerships between healthcare providers and community organizations. Today, DRIVE has successfully cultivated partnerships in 22 states, 12 health systems, 148 FQHCs and free clinics, over 100 programs in communities, more than 50 pharmacy ambassadors, and countless health champions.

4) Faith Health Alliance Educational and Outreach The Faith Health Alliance, composed of trusted community leaders, will organize large-scale educational events focusing on IBD education, early detection and prevention within congregations and communities. Their work is guided by a deep understanding of the communities they serve and their ability to foster trust and engagement. The model's effectiveness is exemplified by the Alliance's previous achievements, such as a 15% increase in flu vaccination rates during the challenges of the COVID-19 pandemic. This success led

to the expansion of the Alliance in 2021, expanding their impact to over 45 Churches nationwide and regional networks in Pennsylvania, Georgia, and Alabama, addressing various health concerns and organizing community events.

5) Health Champions. NMQF SHC's Health Champions, which includes barbers and stylists through the HAIR Wellness Warriors program, have pioneered the "care behind the chair" model, educating salon and barber shop clients on IBD. Their unique approach continues to leverage the trusted relationship between clients and stylists, making health education more accessible. Other Health Champions include local, community-based partners that also lend a trusted voice to their communities. Health Champions utilize evidence-based approaches to enhance community health through various platforms, reaching 4.8 million individuals through webinars, and maintaining a nationwide presence with a dedicated toolkit for virtual and in-person outreach.

6) FORWARD Scholarship Program. NMQF's CSSI team has noticed the lack of culturally representative scientists in the local community. Experts in oncology research, health equity research and clinical medicine who share the lived experiences of the Flint community are rare. The Flint Oncology Researchers Advancing Research Development (FORWARD) , a scholarship program uniquely tailored for early career scientists from diverse backgrounds. This program will seek to attract early career scientists from diverse backgrounds to study in Flint and to receive specialized oncology mentorship and research funding. The aim is to support early career scientists and their research projects by improving the quality of their scientific research, deepening scientific cooperation in the oncology field and engaging in academic activities. The duration of their project must be at least two years. The funding requested for one project should not exceed \$35,000 per year. The proposed grant program will help support a college scholarship for young scientists, expenses for research activities, and overhead costs.

Goal, Objectives, & Potential Outcomes

Goal: NMQF aims to enhance health education, awareness, and access within underserved communities, particularly among minoritized populations, by implementing targeted initiatives to reduce health disparities related to IBD, empower affected individuals with resources and education, and foster collaborative efforts in community-driven health improvement.

Expected Outcomes / Impact: The proposed project envisions a range of positive outcomes, including heightened awareness and understanding of IBD among at-risk populations in Genesee County. Through community listening sessions and targeted educational efforts, the project aims to facilitate early detection and diagnosis, leading to improved healthcare utilization and proactive health management. NMQF Lift Every Voice Patient Network and NMQF Connect events will educate patients, recruit patient ambassadors, foster community engagement and patient empowerment, while the IBD DRIVE QIE Toolkit and Health Champions Communication Toolkit will enhance education and support for healthcare professionals and community leaders. The creation of the Community-Led Coalition for IBD will establish a supportive network, and initiatives in barbershops and salons will promote health literacy in trusted community spaces. Ultimately, the project aspires to reduce health disparities, create region-wide impact, and ensure the sustainability and expansion of successful initiatives, contributing to a well-informed and empowered community addressing the challenges of living with IBD.

Evaluation

Evaluation metrics will include increased IBD awareness in target communities, improved patient-provider communication, enhanced healthcare community engagement, and a decrease in time to diagnosis and treatment.

Program SOW

Program Component	Description	Total Requested
Flint Cancer Equity Collaborative	<ul style="list-style-type: none">Increasing cancer screening and clinical trial education in hard to reach communities via workshops and/or mini-clinicsPatient listening sessions to educate and facilitate community-based participatory research regarding cancer clusters and cancer research in the community.Virtual and in-person convening cancer researchers and community leaders to educate and promote awareness of cancer treatments, screening and clinical trial opportunities.Sharing insights from NMQF Cancer Index 2.0 with community and training community research scientistsBuilding a sustainable model of collaboration between health leaders and communityMobilizing local resources to address the social determinants of health	\$60,000.00
Patient Navigator Training Program	Activating health workers, community and faith leaders to disseminate information about IBD resources and assist with patient navigation	\$12,000.00
Faith Health Alliance	Update materials for Church leaders to educate their congregations and communities as needed; SHC staff support	\$28,000.00
TOTAL		\$100,000.00

Signature: Delrico J. Loyd
Delrico J. Loyd (Oct 22, 2025 17:53:43 EDT)

Email: dloyd@geneseecountymi.gov

NMQF Signed Contract (002)

Final Audit Report

2025-10-22

Created:	2025-10-22
By:	Alea Gardner (AGardner@geneseecountymi.gov)
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"NMQF Signed Contract (002)" History

-  Document created by Alea Gardner (AGardner@geneseecountymi.gov)
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