



**BOARD COORDINATOR  
GENESEE COUNTY BOARD OF COMMISSIONERS**

1101 BEACH STREET, ROOM 312  
FLINT, MICHIGAN 48502

TELEPHONE: (810) 257-3020  
FAX: (810) 257-3008

AMY ALEXANDER  
COORDINATOR

**FINANCE COMMITTEE  
Monday, February 27, 2017 at 9:15 a.m.  
AGENDA**

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. MINUTES** – February 14, 2017

**IV. PUBLIC COMMENT TO COMMITTEE**

**V. COMMUNICATIONS**

David Wilson, Wilson Partners Consulting Group – introduction

Mike Milks, Child Welfare Director – Department of Health and Human Services – discussion child care fund.

**VI. OLD BUSINESS**

**VII. NEW BUSINESS**

A. F022717VIIA: Controller's Office: Request approval to enter into a contract With Maximus Consulting Services, Inc. for the preparation of the Fiscal 2016 Cost Allocation Plan – Attached

B. F022717VIIB: GCCARD: Request to Re-establish, post and fill one part-time Breastfeeding Peer Counselor – Attached **(ROLL CALL VOTE REQUESTED)**

**VIII. OTHER BUSINESS**

**IX. ADJOURNMENT**



# GENESEE COUNTY CONTROLLER'S OFFICE

1101 Beach Street, 3<sup>rd</sup> Floor. Flint, Michigan 48502  
Phone: (810) 257-3040. Fax (810) 257-3560

Controller

## MEMORANDUM

**TO:** Drew Shapiro, Chairperson  
Finance Committee

**FROM:** Kristie Primeau, Assistant Controller  
Fiscal Services, Genesee County Controllers Office *KP*

**DATE:** February 20, 2017

**SUBJECT:** Maximus Consulting Services, Inc. contract

### Requested Action:

Request approval to enter into a contract with Maximus Consulting Services, Inc., a MiDeal approved vendor, for the preparation of the Fiscal 2016 Cost Allocation Plan.

**Contract:** Maximus Consulting Services, Inc.

**Amount:** \$17,500

**Funding:** 2016/2017 Adopted Budget

**Period:** February 1, 2017 – January 31, 2018

**Purpose:** Preparation of the Fiscal 2016 Cost Allocation Plan

**AGREEMENT TO PROVIDE  
PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT (this "Agreement") is entered into by and between **MAXIMUS Consulting Services, Inc.** ("Consultant"), and **Genesee County, Michigan** ("Client"). In consideration of mutual promises and covenants, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Scope of Services. Consultant shall perform the services detailed in Exhibit A, attached and incorporated by reference as if fully set forth herein (the "Services"), in a professional and workmanlike manner consistent with the typical standards of the industry.
2. Term. This Agreement shall commence on February 1, 2017 ("Effective Date") and shall remain in effect until January 31, 2018, or until completion of, and payment in full for, the Services specified in Exhibit A, whichever occurs last. The parties may mutually agree to extend this Agreement for two additional one year periods, pursuant to an amendment duly signed by both parties.
3. Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, attached and incorporated by reference as if fully set forth herein.
4. Termination.
  - a. Termination for Cause. Upon material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall have a minimum of 30 days from the date of receipt to cure any such default prior to the effective date of termination.
  - b. Termination for Convenience. Either party may terminate this Agreement without cause upon 60 days' prior written notice to the other. In the event Client terminates this Agreement, Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.
  - c. Rights Upon Termination. Upon termination pursuant to Section 4(b), Client agrees to pay Consultant in full for all Services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.
5. Data Accuracy. Consultant shall provide guidance to the Client in determining the data required. The Client represents that all financial and statistical information provided to Consultant by Client, its employees and/or agents is accurate and complete to the best of Client's knowledge. The Client further acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner.
6. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide 30 days' prior written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours and no more than once every six months. Any employee, consultant, subcontractor or agent of Client granted access to such records shall execute a non-disclosure agreement prior to being granted access.

7. Copyright for Consultant's Proprietary Software. To the extent that the Services provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Consultant's software. Nothing in this Agreement shall be construed to grant Client any rights to Consultant's materials created prior to the execution of this Agreement. All of the deliverables under this Agreement are specifically set out in Exhibit A.
8. Insurance. Consultant shall maintain customary general liability insurance in the amounts of \$1,000,000 per occurrence / \$2,000,000 annual aggregate, workers' compensation insurance including employer's liability in the amount of \$1,000,000, automobile liability insurance in the amount of \$1,000,000, and professional liability insurance in the amount of \$1,000,000. Contractor shall name Genesee County as an additional insured under their General Liability policy.
9. Indemnification. To the extent allowed by law, Consultant shall defend, indemnify and hold harmless the Client from and against any and all third-party claims and resulting proven direct damages, liabilities and costs (including reasonable attorneys' fees) to the extent proximately caused by the negligent actions or willful misconduct of Consultant, its employees or agents. Consultant shall not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Client, its employees, consultants, or agents or any third party.
10. Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed \$35,000.

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the Services specified in this Agreement.

11. Consultant Liability if Audited. Consultant shall, upon notice of audit, make work papers and other records available to the auditors. Consultant's sole responsibility under an audit shall be to provide reasonable assistance to Client through the audit and to make changes to the work product required as a result of the audit. Consultant shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.
12. Notices. Any notice of default, in accordance with section 4(a) of this Agreement, shall be delivered by certified mail or overnight courier. Any other notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties via email or in the United States mail, postage paid, to the address noted below:

**Genesee County**

Controller's Office  
1101 Beach Street  
Flint, MI 48502  
810.257.2627

**MAXIMUS Consulting Services, Inc.**  
808 Moorefield Park Drive, Suite 205  
Richmond, VA 23236  
804.323.3535  
[fsc-operations@maximus.com](mailto:fsc-operations@maximus.com)

Such notice shall be deemed delivered same day if sent via email or 5 days after deposit in the U.S. mailbox.

13. Changes. The terms and conditions of this Agreement, including all attached and incorporated Exhibits, may be changed only by written agreement signed by both parties.
14. Miscellaneous.
  - a. If Consultant is requested by Client to produce Consultant deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder, then Client and Consultant shall execute a change order or new services agreement for the sole purpose of setting forth any payment and the terms associated with Consultant's response and related to the reasonable fees of Consultant in responding. The foregoing does not diminish or negate Consultant's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under the Description of Services contained in Exhibit A.
  - b. Consultant specifically disclaims all warranties, express or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose.
  - c. Consultant reserves the right to subcontract the Services. Consultant agrees to notify Client in writing of any such subcontracts.
  - d. There are no third-party beneficiaries to this Agreement and nothing in this Agreement shall be construed to provide any rights or benefits to any third-party.
  - e. The parties intend that Consultant, in performing the Services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and its employees are not to be considered agents or employees of Client for any purpose.
  - f. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.
  - g. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
  - h. This Agreement and any additional or supplementary document or documents incorporated by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

- i. Neither party shall be liable by reason of any failure or delay in the performance of its obligations on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.
- j. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.
- k. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF, Client and the Consultant have executed this Agreement as of the date last written below.

**Genesee County, Michigan**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**MAXIMUS Consulting Services, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EXHIBIT A**  
**Scope of Services**  
**MI CO Genesee CAP 16**

**Description of Services:**

- a) Development of a central services cost allocation plan, which identifies the various cost incurred by the County to support and administer Federal and State programs. The plan will contain a determination of the allowable cost of providing each supporting services such as purchasing, legal counsel, disbursement processing, etc. The plan will be based upon the County's fiscal year-end financial September 30, 2016 and will be the basis for charging indirect costs to grants and other programs during the fiscal year beginning October 1, 2017.
- b) Negotiation, of the completed cost allocation plan, with the representatives of DHHS and/or the State when required.

**EXHIBIT B**  
**Compensation**  
**MI CO Genesee CAP 16**

For Services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of Seventeen Thousand Five Hundred Dollars [\$17,500].

Payment of the standard fee which shall include reimbursement for expenses incurred shall be made by the Client to the Consultant within thirty (30) days after the invoice date. Consultant will submit its invoice upon delivery of the final cost allocation plan by the client.



**SOURCE SELECTION AND CONTRACT FORMATION REQUEST**

**USER DEPARTMENT INFORMATION:**

DEPARTMENT NAME: *Controller*

DEPARTMENT CONTACT: *Kristie Primeau*

CONTACT PHONE & EMAIL: *810-257-3857*

WHAT: *Cost Allocation Plan*

APPROXIMATE COST: *\$17,500*

PAYMENT SOURCE: *Current budget: Fund 101, Unit 9011, Object 1151*

WILL THIS EFFECT ANY OTHER DEPARTMENT(S):

*No*

PURPOSE/MINIMUM REQUIREMENTS AND VENDOR NAME:

*Preparation of the Annual Cost Allocation Plan by Maximus*

DEPARTMENTAL APPROVAL: *Kristie Primeau*

Digitally signed by Kristie Primeau  
DN: cn=Kristie Primeau, o=Genesee County, ou=Government Office  
Location, email=kprimeau@co.genesee.ny.us, c=US  
Date: 2017.02.21 14:07:11 -0500

DATE: *1/30/2017*

ARE YOU REQUESTING APPROVAL FOR SOLE OR SINGLE SOURCE?

YES  NO

EXPLAIN REQUEST FOR WAIVER (E.G. PRODUCT STANDARDIZATION, COMPATIBILITY, PROPRIETARY ITEM, ETC):

*MiDeal contract #071B7700012 expiring 10/31/19*

**DESCRIPTION**

WHAT: DESCRIBE WHAT THE SERVICE OR PRODUCT IS  
DOLLAR VALUE: ESTIMATED INITIAL ACQUISITION COST AND ANY ONGOING COSTS  
PAYMENT SOURCE: BUDGETED ITEM AND FUND CODE, GRANT OR REIMBURSEMENT  
PURPOSE: DESCRIBE WHY THE SERVICE OR PRODUCT IS BEING REQUESTED AT THIS TIME AND/OR HOW THE SERVICE/PRODUCT WILL BE USED BY THE DEPARTMENT. STATE WHETHER THIS IS A NEW ACQUISITION OR REPLACEMENT FOR A CURRENTLY EXPIRING CONTRACT

**CONTROLLER COMMENTS:**

*Forwarded to Risk Management and Corp Counsel for review.*

**Controller Review**

DATE RECEIVED:

*2/1/2017*

REVIEWED BY:

*Joy L. Haynes-Hawkins*

Digitally signed by Joy L. Haynes-Hawkins  
DN: cn=Joy L. Haynes-Hawkins, o=Genesee County, ou=Controller's Office,  
email=jhawkins@co.genesee.ny.us, c=US  
Date: 2017.02.01 10:22:31 -0500

DATE REVIEWED:

*2/1/17*

RISK MANAGEMENT:

Digitally signed by Stephen Coopertler  
DN: cn=Stephen Coopertler, o=Genesee County, ou,  
email=ccoopertler@co.genesee.ny.us, c=US  
Date: 2017.02.17 10:01:00 -0500

PROSECUTOR - CIVIL DIVISION

*Celeste Bell 2/1/17*

**Purchasing Review**

UD SUBMITTED DATE:

DATE FROM CONTROLLER:

DATE IN PROCESS:

PROCESS

RFP, RFQ, IFB

OTHER

It is the policy of the Genesee County to consistently purchase goods and services using full and open competition. The citizens and residents of the County are best served when sound business decisions are made based on competitive bids or proposals. There may be instances when other than full and open competition may be justified. When a County department determines that other than full and open competition is necessary or in the best interest of the County, appropriate justification must be submitted to the Purchasing Department for review and approval to waive the competitive bid/proposal process.



ENABLING MICHIGAN'S REINVENTION

[MI DEAL](#) / [CONTRACTS](#)

## **Cost Allocation Plan Services to assist in analysis and preparation of annual reporting requirements**

**Cost Allocation Plan services to assist in analysis and preparation of annual reporting requirements**

Contract # 071B7700012

Vendor: Maximus Consulting Services, Inc.

Contract Expires: 10/31/19

Contact Person: William Maxwell

To order, call 517-484-4240

---

[Michigan.gov Home](#) | [MiDEAL Home](#) | [DTMB](#)

[Policies](#) | [Michigan News](#) | [ADA](#)

Copyright 2017 State of Michigan



**Commissioners**

**Bryant Nolden**  
*District 1*

**Brenda Clack**  
*District 2*

**Ellen Ellenburg**  
*District 3*

**Kim Courts**  
*District 4*

**Mark Young**  
*District 5*

**Drew Shapiro**  
*District 6*

**Martin Cousineau**  
*District 7*

**Ted Henry**  
*District 8*

**David Martin**  
*District 9*

**Administration**

**Matthew A. Purcell**  
*Executive Director*

**Stephanie L. Howard**  
*Deputy Executive Director*

**Program Directors**

**Daniel Newcombe**  
*Neighborhood Svcs. Director*

**Tamitha Taylor**  
*Nutritional Svcs Asst. Director*

**Chevon Wilborn**  
*Nutritional Svcs Asst. Director*

**Andre Strater**  
*Finance Director*

**Matthew Odette**  
*Home Maint. Asst. Director*

**Kelli Webb**  
*Head Start Director*

**MEMORANDUM**

**TO:** Commissioner Drew Shapiro, Chairperson  
Finance Budget Subcommittee

**FROM:** Matthew Purcell, Executive Director *MAP/dp*

**DATE:** February 21, 2017

**SUBJECT:** Request to Re-establish/Post and fill 1 Part-Time Breastfeeding Peer Counselor

**BACKGROUND INFORMATION**

The Genesee County Community Action Resource Department (GCCARD) has an established partnership with the Genesee County Health Department (GCHD) to provide Breastfeeding Peer Counselor Services to the community. A Breastfeeding Peer Counselor position was filled but became vacant during the previous fiscal year. Therefore, in order to provide the required staffing to the GCHD, GCCARD would like to create post and fill one part-time no benefit Breastfeeding Peer Counselor position.

**REQUESTED ACTION**

Genesee County Community Action Resource Department requests approval to re-establish the part-time Breastfeeding Peer Counselor position and also authorization to forward this request to the appropriate committee for approval. Due to time constraints, a **ROLL CALL VOTE** is requested.

Thank you for your consideration.

MAP:dp

ATTACHMENTS



## APPLICATION TO RE-ESTABLISH A POSITION

This application is prepared pursuant to Resolution #02-417, as amended, and adopted by the Genesee County Board of Commissioners. The application and required information must be submitted to Human Resources. Completed applications will be submitted by Human Resources to the Finance Committee for initial review. **Incomplete applications will be returned to the submitting department.**

Department: GCCARD

Title of position that was eliminated: Breastfeeding Peer Counselor

Position number assigned to the eliminated position: 086034

What bargaining unit (if any) does this position belong to: N/A

Reason position was vacated: Resignation

Employee's name that vacated the position: Jennifer Rodriguez

Date position was vacated: July 29, 2016

Is the departmental organization chart included that identifies the placement of the position? Yes

If there are multiple similar positions, is each one identified in the organizational chart? Yes

What is the contemplated source of funding? Grant funds.

Statement of justification for re-establishment of position:

This position is needed to continue the breastfeeding peer counselor services that are provided to the community.

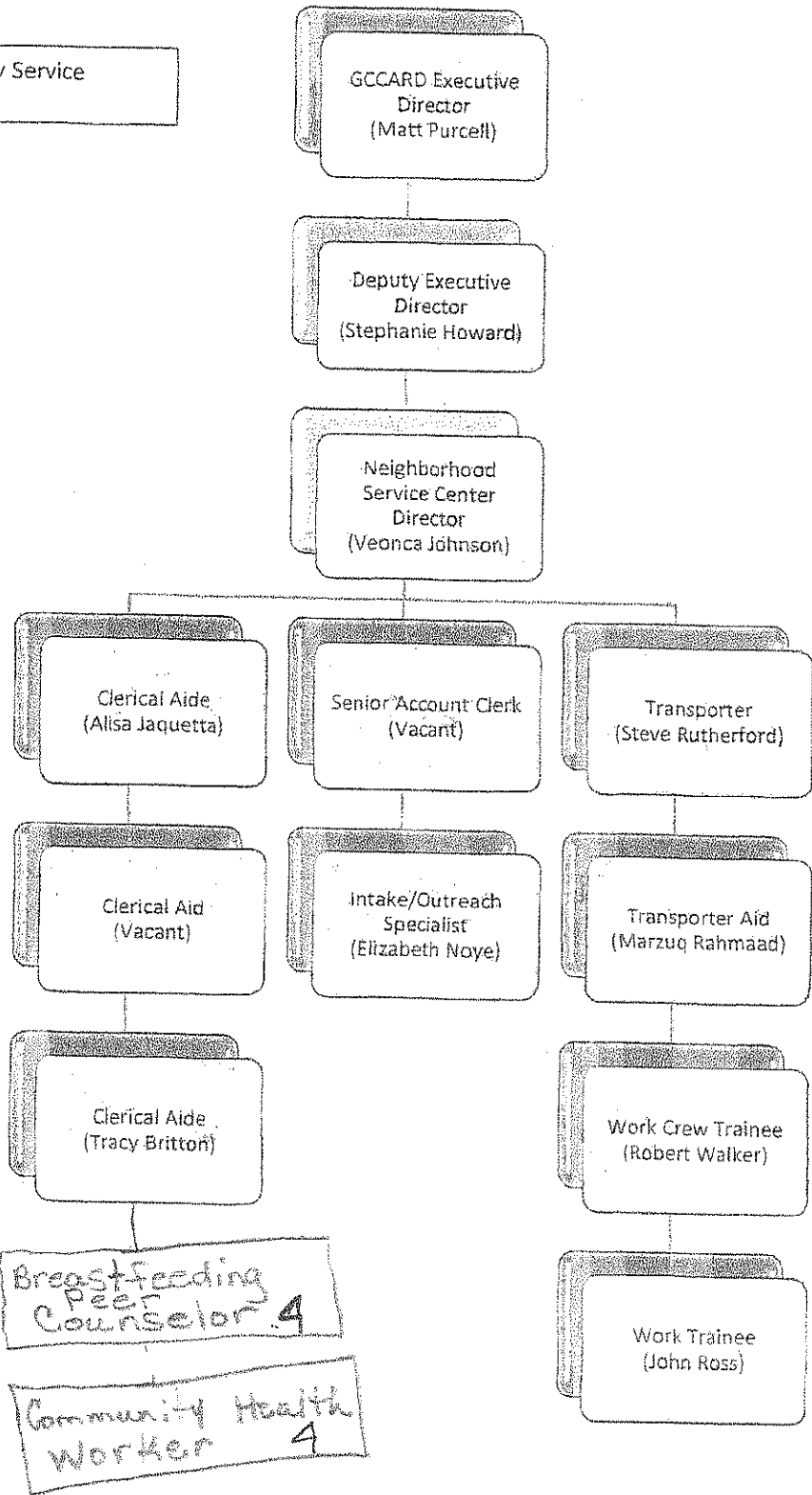
### HUMAN RESOURCES WILL SECURE THE INFORMATION BELOW

Is current copy of job description included?

Controller's (or designee) initials to verify availability of the contemplated funding:

Genesee County Community Resource Department (GCCARD)  
Organizational Chart - 2016

GCCARD Emergency Service Program



Total Positions: 8

BREASTFEEDING PEER COUNSELOR (NO BENEFIT)

Start

12.9331

Hourly