

# BOARD COORDINATOR GENESEE COUNTY BOARD OF COMMISSIONERS

1101 BEACH STREET, ROOM 312 FLINT, MICHIGAN 48502

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

JOSHUA FREEMAN COORDINATOR

# HUMAN SERVICES COMMITTEE Monday, July 10, 2017 at 9:30 a.m. AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- **III. MINUTES** June 19, 2017
- IV. PUBLIC COMMENT TO COMMITTEE
- V. COMMUNICATIONS
- VI. OLD BUSINESS
- VII. NEW BUSINESS
- VIII. OTHER BUSINESS
  - A. GCCARD -
    - H071017VIIA1: Request authorization for Genesee County Head Start to submit a request for an Early Head Start Days in Session Waiver for the 2016-17 school year – Attached (ROLL CALL VOTED REQUESTED)
    - 2. H071017VIIA2: Request approval to enter into a contract with Michigan Department of Community Health for a Maternal Infant and Early Childhood Home Visiting Program Attached
    - 3. H071017VIIA3: Request approval of lease agreements between GCCARD and the appropriate school or church officials Attached
    - H071017VIIA4: Request authorization to accept amended funding changes For Home Delivered and Congregate Meal Program – Attached (ROLL CALL VOTE REQUESTED)

- 5. H071017VIIA5: Request authorization to use the services of a temporary staffing agency to hire employees for the Nutrition Services Summer Feeding Program Attached (ROLL CALL VOTED REQUESTED)
- B. H071017VIIB: HEALTH DEPARTMENT Request approval for overnight travel for Dawn Scharer to attend the 2017 Michigan Home Visiting Conference August 1 August 3, 2017 in Grand Rapids, Michigan Attached

#### IX. ADJOURNMENT



#### Genesee County Community Action Resource Department

601 N. Saginaw St., Ste 1B • Flint, MI 48502-2009 • (810) 232-2185 • Fax (810) 762-4986 • TDD: (810) 768-4654

# GCCARD HEAD START <u>MEMORANDUM</u>

Brenda Clack, Chairperson, Human Services Committee

Commissioners Bryant Nolden

District I

Brenda Clack District 2

Ellen Ellenburg District 3

> Kim Courts District 4

FROM:

TO:

Matt Purcell, Executive Director

SUBJECT: Request Authorization for Genesee County Head Start to submit a

request for an Early Head Start Days in Session Waiver from the Head

mAP/ap

Start Regional Office for the 2016-2017 school year.

Drew Shapiro District 6

Mark Young District 5

DATE:

July 10, 2017

Martin Cousineau

District ?

BACKGROUND INFORMATION:

Ted Henry District 8

Our Early Head Start grant mandates that we have children in care for 220 days within the funded program year. For the 2016-2017 year there were 4 sites, consisting of 7 classrooms that were unable to meet the day requirement.

David Martin District 9

As Early Head Start classrooms are year-round, they are unable to make up days after

#### Administration

Matthew A. Purcell Executive Director

Stephanie L. Howard Deputy Executive Director

**Program Directors** 

Daniel Newcombe Neighborhood Sycs. Director

Tamitha Taylor Nutritional Svcs Asst. Director

Classroom	# Days short	Reason	
waiver to the days in sessi	on mandate for the followin	g classrooms and reasor	IS:
the program year is slate		is requesting the appro-	•

<u>Classroom</u>	# Days short	Reason
Genesee EHS 1	1	District Closures
Genesee EHS 2	6	Moved Site
Kearsley EHS 1	1	District Closures
Kearsley EHS 2	1	District Closures
Kearsley EHS 3	1	District Closures
Linden EHS	6	District Closures
Montrose EHS	1	District Closures

Chevon Wilborn

Nutritional Svcs Asst. Director

Andre Strater Finance Director

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

For those classrooms citing district closures, these closures are in excess to the number of days built into our planned calendar. Days off would be due to weather. electrical or plumbing issues, or building closures due to cleaning schedules. For the site that moved, the classroom was not available due to licensing completion prior to classes being held.

Kelli Webb Head Surt Director

#### REQUESTED ACTION:



Genesee County Community Action Resource Department (GCCARD) requests authorization to request an Early Head Start Days in Session Waiver from the Head Start Regional Office for 2016-2017 from this committee and that this be approved by roll call vote today due to time constraints.

MP/KW/bmh

Enclosure



#### Genesee County Community Action Resource Department

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Commissioners

Bryant Nolden District I

Brenda Clack District 2

Ellen Ellenburg District 3

> Kim Courts District 4

TO:

Brenda Clack, Chairperson, Human Services Committee

GCCARD HEAD START

**MEMORANDUM** 

Mark Young District 5

FROM:

Matt Purcell, Executive Director

**Drew Shapiro** District 6 Request Approval to enter into a contract with the Michigan Department of Community Health for \$183,743.00 from October 1, 2017 through September 30, 2018 for a Maternal, Infant and Early Childhood Home Visiting Program.

MAPAP

Martin Cousineau District 7

Ted Henry

DATE:

SUBJECT:

July 10, 2017

David Martin District 9

District 8

# **BACKGROUND INFORMATION:**

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 Read Start Director

This is a continuing contract with the purpose of expansion of Early Head Start home visiting services to an additional 24 pregnant mothers and children up to age three residing within the Flint School District boundaries. Teen parents are given first priority with eligible children from the general population completing enrollment. Attached is the contract template. The final agreement will substantially conform to the template.

In accordance with the 2010 Census, 60% of children living in the City of Flint, who are under the age of five, are from families at or below the federal poverty level. The Early Head Start Home Visiting Program provides a home visitor who comes to the home weekly to work with the parent and child on age appropriate, educational activities. The home visitor also does a family action plan with the parent helping the parent to develop goals and bench marks for their families. They also help provide services and resources to meet the individualized goals. (See attached work plan and budget)

# REQUESTED ACTION:

Genesee County Community Action Resource Department requests approval to enter into a contract with the Michigan Department of Community Health for a Maternal Infant and Early Childhood Home Visiting Program in the amount of \$183,743.00 by this committee and recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

MP/KW/bmh

Enclosure

RESPONDENCE/HSC\17-18 MDCH CONTRACT.DOCX



	Agreement #:
	Grant Agreement Between
	Michigan Department of Health and Human Services
	hereinafter referred to as the "Department"
	and
	Federal I.D.#:, DUNS#
	hereinafter referred to as the "Grantee"
	for
	Manuscript and Manusc
	Part I
1.	Period of Agreement: This agreement will commence on the date of the Department's signature, Grantee's signature or whichever is later and continue through No service will be provided and no costs to the state will be incurred prior to or the effective date of the Agreement, whichever is later. Throughout the Agreement, the date of the Department's signature, Grantee's signature or, whichever is later, shall be referred to as the begin date. This agreement is in full force and effect for the period specified.
2.	Program Budget and Agreement Amount
	A. <u>Agreement Amount</u>
	The total amount of this agreement is \$ The Department under the terms of this agreement will provide funding not to exceed \$ The source of funding provided by the Department and approved indirect rate shall be followed as described in Attachment 1, of this agreement, which is part of this agreement through reference.
	The grant agreement is designated as a:
	Subrecipient relationship (federal funding); or
	Recipient (non-federal funding).
	The grant agreement is designated as:

Research and development project; orNot a research and development project.

# B. <u>Equipment Purchases and Title</u>

Any Grantee equipment purchases supported in whole or in part through this agreement must be listed in the supporting Equipment Inventory Schedule. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 shall vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

#### C. Deviation Allowance

A deviation allowance modifying an established budget category by \$10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this agreement, must be made in writing and executed by all parties to this agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

- 3. <u>Purpose</u>: The focus of the program is to:
- **Statement of Work:** The Grantee agrees to undertake, perform and complete the services described in Attachment A, which is part of this agreement through reference.
- 5. <u>Financial Requirements</u>: The financial requirements shall be followed as described in Part II of this agreement and Attachments B and D, which are part of this agreement through reference.
- 6. <u>Performance/Progress Report Requirements</u>: The progress reporting methods shall be followed as described in Part II and Attachment C, which are part of this agreement through reference.
- 7. <u>General Provisions</u>: The Grantee agrees to comply with the General Provisions outlined in Part II and Attachment E, which are part of this agreement through reference.

#### 8. Administration of the Agreement:

The person acting for the Department in administering this agreement (hereinafter referred to as the Contract Manager) is:

Name,	Location/Building	Title	Telephone No.	Email Address
<u>Grante</u>	<u>e's Financial Conta</u>	<u>ict for the Ag</u>	reement:	
The no	roop acting for the C		e	
The pe	ison acting for the G	rantee on the	financial reporting for th	ns agreement is:
Name	son acting for the G	rantee on the	Title	nis agreement is:

# 10. Special Conditions:

- A. This agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and Signature by the Grantee.
- **B.** This agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the signing of this agreement.
- **D.** The Grantee is required by PA 533 of 2004 to receive payments by electronic funds transfer.

# 11. Special Certification:

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the responsible governing board, official or Grantee.

# 12. <u>Signature Section</u>:

For the GRANTEE

Name	(Please print)	Title
Signature		Date
For the MICHIGA	N DEPARTMENT OF HEALTH AND HUMAN S	ERVICES
Christine H. Sanch	es, Director, Bureau of Grants and Purchasing	Date

#### Part II

#### **General Provisions**

# I. Responsibilities - Grantee

The Grantee in accordance with the general purposes and objectives of this agreement shall:

# A. <u>Publication Rights</u>

- 1. Where the Grantee exclusively develops books, films, or other such copyrightable materials through activities supported by this agreement, the Grantee may copyright those materials. The materials that the Grantee copyrights cannot include service recipient information or personal identification data. Grantee grants the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials.
- 2. Any materials copyrighted by the Grantee or modifications bearing acknowledgment of the Department's name must be approved by the Department before reproduction and use of such materials. The State of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The State of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this agreement to the Grantee. If the Grantee ceases to conduct business for any reason, or ceases to support the copyrightable materials developed under this agreement, the State of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
- Give recognition to the Department in any and all publications, papers and presentations arising from the program and service contract herein; the Department will do likewise. Prior written authorization must be requested from the Departments Communication office.
- 4. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this agreement and must submit a final invention statement and certification within 90 days of the end of the agreement period.
- 5. Not make any media releases related to this agreement, without prior written authorization from the Department's Communication office.

#### B. Fees

- 1. Guarantee that any claims made to the Department under this Agreement shall not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.
- 2. Make reasonable efforts to collect 1<sup>st</sup> and 3<sup>rd</sup> party fees, where applicable, and report those collections on the Financial Status Report. Any underrecoveries of otherwise available fees resulting from failure to bill for eligible services will be excluded from reimbursable expenditures.

### C. Grant Program Operation

Provide the necessary administrative, professional, and technical staff for operation of the grant program. Obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

# D. Reporting

Utilize all report forms and reporting formats required by the Department at the effective date of this agreement, and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

# E. <u>Record Maintenance/Retention</u>

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this agreement, as required. Assure that all terms of the agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this agreement will be maintained for a period of not less than three years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs Agreement Activities in connection with this Agreement.

# F. <u>Authorized Access</u>

- Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, papers, files, documentation and personnel related to this agreement, to the extent authorized by applicable state or federal law, rule or regulation.
- 2. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
- Grantee must cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to Grantee's grant records.

# G. Audits

This section only applies to Grantees designated as subrecipients by the Department (see Part I, Section 2. A.).

# Required Audit or Audit Exemption Notice

Grantees must submit to the Department either a Single Audit, Financial Related Audit, or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with Title 2 Code of Federal Regulations, Section 200.511(c) for any audit findings that impact the Department funded programs, and management letter (if issued) with a corrective action plan.

#### a. Single Audit

Grantees that are a state, local government, or non-profit organization that expend \$750,000 or more in federal awards during the Grantee's fiscal

year, must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of Title 2 Code of Federal Regulations, Subpart F. The Single Audit reporting package must include all components described in Title 2 Code of Federal Regulations, Section 200.512 (c).

# b. <u>Financial Related Audit</u>

Grantees that are for-profit organizations that expend \$750,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards; or an audit that meets the requirements contained in Title 2 Code of Federal Regulations, Subpart F, if required by the federal awarding agency.

#### c. <u>Audit Exemption Notice</u>

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are available at <u>State of Michigan - MDHHS</u> by selecting Inside MDHHS – MDHHS Audit – Audit Reporting.

# 2. <u>Financial Statement Audit</u>

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must also submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the Department funded programs including, but not limited to fraud, going concern uncertainties, financial statement misstatements, and violations of contract and grant provisions. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the Department funded programs.

# 3. <u>Due Date and Where to Send</u>

The required audit and any other required submissions (i.e. corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within <a href="mailto:nine\_months">nine\_months</a> after the end of the Grantee's fiscal year by e-mail at <a href="mailto:MDHHS-AuditReports@michigan.gov">MDHHS-AuditReports@michigan.gov</a>. The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

#### 4. Penalty

# a. <u>Delinquent Single Audit or Financial Related Audit</u>

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold from any payment from the Department to

the grantee an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate the current grant if the Grantee is more than 180 days delinquent in meeting the filing requirements.

# b. <u>Delinquent Audit Exemption Notice</u>

Failure to submit the Audit Exemption Notice, when required, may result in withholding from any payment from Department to the Grantee an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

#### 5. Other Audits

The Department or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

# H. <u>Subrecipient/Contractor Monitoring</u>

When passing federal funds through to a subrecipient (if the agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:

- 1. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.331 (a).
- 2. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.331(b).
- 3. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.331(d) are met including reviewing financial and programmatic reports, following up on corrective actions, and issuing management decisions for audit findings.
- 4. Verify that every subrecipient is audited as required by Subpart F of 2 CFR 200.

The Grantee must develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations, and the provisions of contracts, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight, and monitoring activities, such as reviewing financial and performance reports, performing site visits, and maintaining regular contact with subrecipients.

The Grantee must establish requirements to ensure compliance for for-profit subrecipients as required by Title 2 (CFR), Section 200.501(h), as applicable.

The Grantee must ensure that transactions with contractors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with Title 2 CFR, Section 200.501(h), as applicable.

# I. Notification of Modifications

Provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of services, funding or compliance with operational procedures.

# J. <u>Software Compliance</u>

Ensure software compliance and compatibility with the Department's data systems for services provided under this agreement including, but not limited to: stored data, databases, and interfaces for the production of work products and reports. All required data under this agreement shall be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing date/time data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access.

# K. <u>Human Subjects</u>

Comply with Protection of Human Subjects Act, 45 CFR, Part 46. The Grantee agrees that prior to the initiation of the research, the Grantee will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to the Department's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally-approved interdepartmental agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the Grantee's IRB chairperson or executive officer(s).

# L. <u>Mandatory Disclosures</u>

- 1. Disclose to the Department in writing within 14 days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor, or an officer or director of Grantee or subcontract, or that arises during the term of this Agreement including:
  - a) All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the agreement.
  - b) A criminal Proceeding;
  - c) A parole or probation Proceeding:
  - d) A Proceeding under the Sarbanes-Oxley Act;
  - e) A civil Proceeding involving:
    - i. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
    - ii. A governmental or public entity's claim or written allegation of fraud;

or

- f) A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.
- 2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee's ownership and/or executive management.

# M. Statement of Work Progress Reports

Submit quarterly Statement of Work progress reports to the Department via the <u>EGrAMS</u> website by the15th of the month following the end of the quarter and a final report by November 15th.

# N. Conflict of Interest and Code of Conduct Standards

- 1. The Grantee is subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and Title 2 Code of Federal Regulations, Section 200.318 (c) (1) and (2).
- 2. The Grantee will uphold high ethical standards and is prohibited from:
  - a. Holding or acquiring an interest that would conflict with this Agreement;
  - Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
  - c. Attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or
  - d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
- 3. Immediately notify the Department of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this agreement.

# O. <u>Travel Costs</u>

- 1. Be reimbursed for travel cost (including mileage, meals and lodging) budgeted and incurred related to services provided under this agreement.
- If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the State of Michigan travel reimbursement rate applies.
- 3. State of Michigan travel rates may be found at the following website: <a href="http://www.michigan.gov/dtmb/0.5552.7-150-9141">http://www.michigan.gov/dtmb/0.5552.7-150-9141</a> 13132-.00.html

# P. Federal Funding Accountability and Transparency Act (FFATA)

- Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:
  - a) The grantee's federal revenue was 80% or more of the grantees annual gross revenue;
  - b) Grantee's gross revenue from federal awards was \$25,000,000 or more; AND
  - c) The public does not have access to the information about executive officers compensation through periodic reports filed under Section 13(a) or 15 (d) of

the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.

2. FFATA Executive Compensation report template can be found in Attachment F or in the MI E-Grants documents.

#### Q. Insurance Requirements

- 1. Maintain a minimum of the insurances listed below and is responsible for all deductibles. All required insurance must:
  - a. Protect the State of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
  - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and
  - c. Be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better.

# 2. Insurance Types

- a. Commercial General Liability Insurance: Policies must be endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 2010 07 04 and CG 2037 07 04.
  - If the Grantee will deal with children, schools, or the cognitively impaired, coverage must not have exclusions or limitations related to sexual abuse and molestation liability.
- b. Workers' Compensation Insurance: Coverage according to applicable laws governing work activities. Waiver of subrogation, except where waiver is prohibited by law.
- c. Employers Liability Insurance
- 3. Grantees must require that subcontractors maintain the required insurances contained in this Section.
- 4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this agreement.
- 5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

# II. Responsibilities - Department

The Department in accordance with the general purposes and objectives of this agreement will:

#### A. Reimbursement

Provide reimbursement in accordance with the terms and conditions of this agreement based upon appropriate reports, records, and documentation maintained by the Grantee.

# B. Report Forms

Provide any report forms and reporting formats required by the Department at the effective date of this agreement, and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 90 days prior to their required usage in order to afford the Grantee an opportunity to review and offer comment.

### III. Assurances

The following assurances are hereby given to the Department:

# A. Compliance with Applicable Laws

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this agreement. The Grantee will also comply with all applicable general administrative requirements, such as Title 2 Code of Federal Regulations (CFR) covering cost principles, grant/agreement principles, and audits, in carrying out the terms of this agreement. The Grantee will comply with all applicable requirements in the original grant awarded to the Department if the Grantee is a subgrantee. The Department may determine that the Grantee has not complied with applicable federal or state laws, guidelines, rules, and regulations in carrying out the terms of this agreement and may then terminate this agreement under Part II Section V.

# B. Anti-Lobbying Act

The Grantee will comply with the Anti-Lobbying Act, 31 USC 1352 as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq, and Section 503 of the Departments of Labor, Health and Human Services, and Education, and Related Agencies section of the FY 1997 Omnibus Consolidated Appropriations Act (Public Law 104-209). Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

# C. Non-Discrimination

- 1. In the performance of any contract or purchase order resulting herefrom, the Grantee agrees not to discriminate against any employee or applicant for employment or service delivery and access, with respect to their hire, tenure, terms, conditions or privileges of employment, programs and services provided or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position or to receive services. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, service delivery and access, as herein specified binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and any breach thereof may be regarded as a material breach of the contract or purchase order.
- 2. The Grantee will comply with all federal statutes relating to nondiscrimination. These include but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;

- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records
- h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
- i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
- 3. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and womenowned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee shall incorporate language in all contracts awarded: (1) prohibiting discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) making discrimination a material breach of contract.

# D. <u>Debarment and Suspension</u>

The Grantee will comply with Federal Regulation, 2 CFR part 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
- 2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2; and
- 4. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.

# E. Federal Requirement: Pro-Children Act

- The Grantee will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, 20 USC 6091 et seg, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid: or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's services.
- 2. The Grantee also assures, in addition to compliance with Public Law 103-227, any service or activity funded in whole or in part through this agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities or services are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities or services shall be smoke-free.

# F. Hatch Political Activity Act and Intergovernmental Personnel Act

The Grantee will comply with the Hatch Political Activity Act, 5 USC 1501-1509 and 7324-7328, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act, Public Law 95-454, 42 USC 4728 - 4763. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

# G. National Defense Authorization Act Employee Whistleblower Protections

The Grantee will comply with the National Defense Authorization Act "Pilot Program for Enhancement of Grantee Employee Whistleblower Protections".

- a) This agreement and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program on Grantee employee whistleblower protections established at 41 U.S.C.4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2012 and FAR 3.908.
- b) The Grantee shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- c) The Grantee shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

# H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

a) This agreement and anyone working on this agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issue pursuant to these Acts. Violations must be reported to the Department.

# I. Subcontracts

For any subcontracted service, activity or product, the Grantee will ensure:

- That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in writing within 30 days of execution of the agreement.
- 2. That any executed subcontract to this agreement shall require the subcontractor to comply with all applicable terms and conditions of this agreement. In the event of a conflict between this agreement and the provisions of the subcontract, the provisions of this agreement shall prevail.

A conflict between this agreement and a subcontract, however, shall not be deemed to exist where the subcontract:

- Contains additional non-conflicting provisions not set forth in this agreement
- b. Restates provisions of this agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
- c. Requires the subcontractor to perform duties and/or services in less time than that afforded the Grantee in this agreement.
- 3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
- 4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services.
- 5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

#### J. Procurement

Grantee will ensure that all purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accordance with the principles and requirements of Title 2 Code of Federal Regulations, Part 200. Funding from this agreement shall not be used for the purchase of foreign goods or services. Records shall be sufficient to document the significant history of all purchases and shall be maintained for a minimum of three years after the end of the agreement period.

# K. Health Insurance Portability and Accountability Act

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this agreement, the Grantee assures that it is in compliance with requirements of HIPAA including the following:

- 1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law; or to a subcontractor as appropriate under this agreement.
- The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
- 3. The Grantee must only use the protected health data and information for the purposes of this agreement.
- 4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
- 5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach, and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
- 6. Failure to comply with any of these contractual requirements may result in the termination of this agreement in accordance with Part II, Section V. <u>Agreement Termination</u>.
- 7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
- 8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

# L. Website Incorporation

The Department is not bound by any content on Grantee's website unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this agreement or any other agreement signed by the Department.

# M. Survival

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

#### N. Non-Disclosure of Confidentiality Information

The Grantee agrees that it will use Confidential Information solely for the purpose of this agreement. The Grantee agrees to hold all Confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontracts of a party who have a need to know in connection with this

Agreement or to use such Confidential Information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the Confidential Information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.

# Meaning of Confidential Information

For the purpose of this Agreement the term "Confidential Information" means all information and documentation of a part that:

- a. Has been marked "confidential" or with words or similar meaning, at the time of disclosure by such part;
- If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
- Should reasonably be recognized as confidential information of the disclosing party;
- d. Is unpublished or not available to the general public; or
- e. Is designated by law as confidential.

The term "Confidential Information" does not include any information or documentation that was:

- a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
- Already in the possession of the receiving party without an obligation of confidentiality;
- c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
- Obtained from a source other than the disclosing party without an obligation of confidentiality; or
- e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving part)
- The Grantee must notify the Department within 1 business day after discovering any unauthorized use or disclosure of Confidential Information. The Grantee will cooperate with the Department in every way possible to assist the Grantee regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

# IV. <u>Financial Requirements</u>

# A. Operating Advance

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract Manager identified in Part I, Item 8. The operating advance will be administered as follows:

 The advance amount requested must be reasonable in relationship to the program requirements, billing cycle, etc.; and in no case may the advance exceed the amount required for 60 days operating expense. Operating advances will be monitored and adjusted by the Department according to total Department agreement amount.

- The advance must be recorded as an account payable to the Department in the Grantee's financial records. The operating advance payable must remain in the Grantee's financial records until fully recovered by the Department.
- The monthly Financial Status Report (FSR) reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for program operations.
- 4. The advance must be returned to the Department within 30 days of the end date of this agreement unless the Grantee has a recurring agreement with the Department, and may not be held pending agreement audit. Subsequent Department agreements may be withheld pending recovery of the outstanding advance from a prior agreement. If the Grantee has a recurring agreement with the Department, the Department requires an annual confirmation of the outstanding operating advance.

The Department may obtain the Michigan Department of Treasury's assistance in collecting outstanding operating advances. The Department will comply with the Michigan Department of Treasury's Due Process procedures prior to forwarding claims to Treasury. Specific Due Process procedures include the following:

- a. Department offer of a hearing to dispute the debt, identifying the time, place and date of such hearing.
- b. A hearing by an impartial official.
- c. An opportunity for the Grantee to examine department's associated records.
- d. An opportunity for the Grantee to present evidence in person or in writing.
- e. A hearing official with full authority to correct errors and make a decision not to forward debt to Treasury.
- f. Grantee representation by an attorney and presentation of witnesses if necessary.
- 5. At the end of either the agreement period or Department's fiscal year, whichever is first, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

# B. Reimbursement Method

The Grantee will be reimbursed in accordance with the staffing grant reimbursement method as follows:

Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are first source after the application of fees and earmarked sources unless a specific local match condition exists.

# C. <u>Financial Status Report Submission</u>

Financial Status Reports (FSRs) shall be prepared and submitted electronically to the Department via the website http://egrams-mi.com/dch.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, regardless of the source of funds.

Failure to meet financial reporting responsibilities as identified in this agreement may result in withholding future payments.

By submitting the FSR the individual is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of this agreement. The individual submitting the FSR should be aware that any false, fictitious, or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

The instructions for completing the FSR form are available on the website <a href="http://egrams-mi.com/dch">http://egrams-mi.com/dch</a>. Send FSR questions to <a href="mailto:FSRMDHHS@michigan.gov">FSRMDHHS@michigan.gov</a>.

# D. Reimbursement Mechanism

All Grantees must sign up through the on-line vendor registration process to receive all State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology Management and Budget's web site.

# E. Final Obligations and Financial Status Report Requirements

# 1. Obligation Report

The Obligation Report, based on annual guidelines, must be submitted by the due date using the format provided by the Department's Accounting Division. The Grantee must provide an estimate of total expenditures for the entire agreement period. The information on the report will be used to record the Department's year-end accounts payables and receivables for this agreement.

# 2. <u>Department-wide Payment Suspension</u>

A temporary payment suspension is in effect on agreements during the department's year-end closing period beginning September 20 until mid-November. FSRs through the August period should be submitted by September 13 to ensure payment prior to the payment suspension period.

# 3. Final FSRs

Final FSRs are due 60 days following the end of the fiscal year or agreement period. The final FSR must be clearly marked <u>"Final"</u>. Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in the potential reduction in the subsequent year's agreement amount.

# F. <u>Unobligated Funds</u>

Any unobligated balance of funds held by the Grantee at the end of the agreement period will be returned to the Department within 30 days of the end of the agreement or treated in accordance with instructions provided by the Department.

# G. Indirect Costs

The Grantee is allowed to use an approved federal indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal indirect rate, they may use a 10% de minimis rate in accordance with Title 2 Code of Federal Regulations (CFR) Part 200 to recover their indirect costs. Approved indirect rates will appear on Attachment 1.

# V. <u>Agreement Termination</u>

The Department may cancel this agreement without further liability or penalty to the Department for any of the following reasons:

- A. This agreement may be terminated by either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. This agreement may be terminated on 30 days prior written notice upon the failure of either party to carry out the terms and conditions of this agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30 day period.
- C. This agreement may be terminated immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Section III.D. of this agreement during the term of this agreement or any extension thereof.

# VI. Stop Work Order

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for Activities, Grantee's lost profits, or any additional compensation during a stop work period.

# VII. Final Reporting Upon Termination

Should this agreement be terminated by either party, within 30 days after the termination, the Grantee shall provide the Department with all financial, performance and other reports required as a condition of this agreement. The Department will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Grantee shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

# VIII. <u>Severability</u>

If any part of this Agreement is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Agreement will continue in full force and effect.

# IX. Waiver

Failure to enforce any provision of this Agreement will not constitute a waiver.

# X. <u>Amendments</u>

Any changes to this agreement will be valid only if made in writing and accepted by all parties to this agreement. Any change proposed by the Grantee which would affect the Department funding of any project, in whole or in part in Part I, Section 2.C. of the agreement, must be submitted in writing to the Department for approval immediately upon determining the need for such change. The Grantee shall, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

# XI. Liability

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, to be carried out by the Grantee in the performance of this agreement shall be the responsibility of the Grantee, and not the responsibility of the Department, if the liability, loss, or damage is caused by, or arises out of,

the actions or failure to act on the part of the Grantee, any subcontractor, anyone directly or indirectly employed by the Grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions. The Department is not liable for consequential, incidental, indirect or special damages, regardless of the nature of the action.

# XII. State of Michigan Agreement

This is a State of Michigan Agreement and must be exclusively governed by the laws and construed by the laws of Michigan, excluding Michigan's choice-of-law principle. All claims related to or arising out of this agreement, or its breach, whether sounding in contract, tort, or otherwise, must likewise be governed exclusively by the laws of Michigan, excluding Michigan's choice-of-law principles. Any dispute as a result of this agreement shall be resolved in the state of Michigan.

# MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES SCHEDULE OF FINANCIAL ASSISTANCE

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# STATEMENT OF WORK

# Goal:

Methodology: Activities, Responsible Individual(s), Timeline and Deliverable(s)

Activity(ies)	Responsible Individual Responsible Individual(s)	Timeline	Deliverable(s)
Objective			
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# PROGRAM BUDGET SUMMARY

View at 100% or Larger Use WHOLE DOLLARS Only MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES

PROGRAM		DATE PREPARED		Page	Of	
GRANTEE NAME		BUDGET PERIOD From: Error! Reference source not found. To:				
MAILING ADDRESS (Number and Street)	ING ADDRESS (Number and Street)			BUDGET AGREEMENT AMENDMENT #  □ ORIGINAL □ AMENDMENT ▶		
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1. SALARIES & WAGES						
2. FRINGE BENEFITS						
3. TRAVEL						
4. SUPPLIES & MATERIALS						
CONTRACTUAL     (Subcontracts/Subrecipients)					1-7-1 9-244	
6. EQUIPMENT						
7. OTHER EXPENSES	And the second second second second					
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8. TOTAL DIRECT EXPENDITURES (Sum of Lines 1-7)	\$0	\$0	\$0		\$0	
9. INDIRECT COSTS: Rate #1 %						
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10. TOTAL EXPENDITURES	\$0	\$0	\$0		\$0	
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16. TOTAL FUNDING	\$0	\$0	\$0		\$0	
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DCH-0385 FY 2015/2016 6/15(W) Previous	Editions Obsolete	] provider.				

# PROGRAM BUDGET - COST DETAIL SCHEDULE

View at 100% or Larger

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES

Use WHOLE DOLLARS Only

Page Of

PROGRAM		BUDG	ET PERIOD		DATE PREPARED
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1. SALARY & WAGES POSITION DESCRIPTION	COMMENTS	1	POSITIO REQUIR		TOTAL SALARY
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DCH-0386 (E) (Rev 6/15) (W) Previous Edition Obsolete. Use Add	ditional Sheets as	Needed	ogianio pioridor.		

#### MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES

# **EQUIPMENT INVENTORY SCHEDULE**

Please list equipment items that were purchased during the grant agreement period as specified in the grant agreement budget's cost detail schedule - Attachment B.2. Provide as much information about each piece as possible, including quantity, item name, item specifications: make, model, etc. Equipment is defined to be an article of non-expendable tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Please complete and attach this form to the final FSR progress report.

Grantee Name:	Agreement #:	Date:		
Quantity	Item Name	Item Specification	Tag Number	Purchased Amount
				\$
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				\$
				\$
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			Total	\$ 0
Grantee's Signat	ure:		Date:	

# PERFORMANCE / PROGRESS REPORT REQUIREMENTS

Α.	The Grantee shall submit the following reports on the following dates:
В.	Any such other information as specified in the Statement of Work, Attachment A shall be developed and submitted by the Grantee as required by the Contract Manager.
C.	Reports and information shall be submitted to the Contract Manager at:
D.	The Contract Manager shall evaluate the reports submitted as described in Attachment C, Items A. and B. for their completeness and adequacy.
E.	The Grantee shall permit the Department or its designee to visit and to make an evaluation of the project as determined by Contract Manager.

# **FINANCIAL STATUS REPORT**

ATTACHMENT D

	MICHIGAN DEPART			N SERVICES			
Local Agency Name	Contract Number Program			Page	Of		
Street Address		Report Period	Thru	Final	Date Prepa	ared	
City, State, ZIP Code		Agreement Period			FE ID Num	FE ID Number	
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Category	Current Period	Agreement	YTD	Budget	Balance		
Salaries & Wages							
Fringe Benefits							
3. Travel							
4. Supplies & Materials							
5. Contractual (Sub-Contracts)							
6. Equipment							
7. Other Expenses							
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13. Federal							
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15. Fees & Collections							
16. TOTAL FUNDING							
CERTIFICATION: I certify that I am author the report period. Appropriate documentar best of my knowledge and belief that the a and objectives set forth in the terms and of material facts, may subject me to criminal, Authorized Signature	tion is available and will be report is true, complete and conditions of the agreement	maintained for the n d accurate and the e t. I am aware that a	equired period expenditures, d any faise, fictiti	to support costs and i disbursements, and ca ous, or fraudulent info se claims or otherwise	receipts reported ish receipts are f	. I certify to the	
Contact Person Name			Te	Telephone Number			
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Advance Outstanding							
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Message					1		
Authority: P.A. 368 of 1978 Completion: is a Condition of Re	eimbursement	The Michiga opportunity,	in Department employer, sen	of Health and Humar	Services is an rovider.	equal	

DCH-0384(E) (Rev. 6/15) (W) Previous Edition Obsolete

# ATTACHMENT E

# OTHER SPECIFIC PROGRAM REQUIREMENTS



# Federal Funding Accountability and Transparency Act (FFATA) Reporting

Award Red	cípient's Name		DUNS #				
		Congressional District					
Address of Performance (if different from above)							
9 Digit Zip Code Congressional District							
		(if applicable)					
In order to questions:	determine whether	you are required to provide executive compen	sation data, please answer the following				
1. In a)	<ol> <li>In your organization's preceding completed fiscal year, did your organization receive:</li> <li>a) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?</li> </ol>						
	□Yes	□No					
b)	\$25,000,000 or m subgrants, and/or	nore in annual gross revenues from U.S. federa cooperative agreements?	ll contracts, subcontracts, loans, grants,				
	□Yes	□No					
If you selec	cted "Yes" for both ou are finished co	a and b, please answer number 2 below. If you ompleting this form.	selected "No" for either or both				
<ol> <li>Does the public have access to information about the compensation of executives in your organization or parent organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act pf 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?</li> </ol>							
	□Yes	□No					
Names and	cted "Yes" for numl d Total Compensat oyees in managem	per 2, you are finished completing this form. If yoin for your five highest compensated executive ent positions).	ou selected "No," please provide the es (i.e. officers, managing partners, or any				
Name:		Total (	Compensation: \$				
		Total C	· · · · · · · · · · · · · · · · · · ·				
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#### Budget Detail for Early Head Start - 2018 Agency: County of Genesee Application: Early Head Start - 2018

FOR OFFICE USE ONLY:	Version#		APP#		
Line Item	Qty	Rate	Units UOM	Amount	То
RECT EXPENSES			•		
ogram Expenses					
1 Salary & Wages		7,,,,,,,,,,			
2 Fringe Benefits					· ·
3 Travel					
Mileage-Local Travel	0.0000	0.000	0.000	2,500.00	2,500
4 Supplies & Materials					**************************************
Office Supplies	0.0000	0.000	0.000	500.00	500
Educational Supplies	0.0000	0,000	0.000	1,267.00	1,267
Health Supplies	0.0000	0.000	0.000	500.00	500
tal for Supplies & Materials				2,267.00	2,267
5 Contractual				Attachment : OLHSA contract	information.docx
OLHSA Fiduciary Contract Contact Details : OLHSA 198 E Cesar Chavez Ave., Pontiac,Mi,48342, Phone : 2482092637 Attachment : ZZZ_1_OLHSA contract information.docx	0.0000	0.000	0.000	171,874.00	171,874
6 Equipment					
7 Other Expense					******
Transportation to Field Trips	0.0000	0.000	0.000	100.00	100
Subscriptions	0.0000	0.000	0.000	2,000.00	2,000
Food hy and socializations	0.0000	0.000	0.000	1,000.00	1,000

#### Budget Detail for Early Head Start - 2018 Agency: County of Genesee Application: Early Head Start - 2018

6/26/2017

	Line Item	Λh.		11	I COL		
	Life telli	Qty	Rate	Units	UOM	Amount	Total
	Advertising	0.0000	0.000	0.000		200.00	200.00
	Printing	0.0000	0.000	0.000		200.00	200.00
	Parent Involvement	0.0000	0.000	0.000		250,00	250.00
Total fo	or Other Expense					3,750.00	3,750,00
Total P	rogram Expenses					180,391.00	180,391.00
TOTAL DIRECT EXPENSES					180,391.00	180,391.00	
INDIRE	CT EXPENSES						
Indirec	Costs						
1	Indirect Costs				· · · · · · · · · · · · · · · · · · ·		
	De Minimis Rate – up to 10% Attachment :	0,000	10,000	33517.000		3,352.00	3,352.00
	IR4DMR_2_GCCARD Head Start DeMinimi.XLSX						
Total Indirect Costs					3,352.00	3,352.00	
TOTAL INDIRECT EXPENSES					3,352.00	3,352.00	
TOTAL	EXPENDITURES					183,743.00	183,743.00

#### Budget Summary for Early Head Start - 2018 Agency: County of Genesee Application: Early Head Start - 2018

	<u> </u>			
	Category	Amount	Total	Narrative
DIREC	T EXPENSES			
Progra	m Expenses			
1	Salary & Wages	0.00	0.00	
2	Fringe Benefits	0.00	0.00	
3	Travel	2,500.00	2,500.00	
4	Supplies & Materials	2,267.00	2,267.00	
. 5	Contractual	171,874.00	171,874.00	
6	Equipment	0.00	0.00	
7	Other Expense	3,750.00	3,750.00	
Total P	rogram Expenses	180,391.00	180,391.00	
TOTAL	DIRECT EXPENSES	180,391.00	180,391.00	
INDIRE	CT EXPENSES			
Indirec	t Costs	****		
1	Indirect Costs	3,352.00	3,352,00	
Total Ir	direct Costs	3,352.00	3,352.00	
TOTAL	INDIRECT EXPENSES	3,352.00	3,352.00	
TOTAL	EXPENDITURES	183,743.00	183,743.00	

#### Source of Funds

	Category	Amount	Cash	Inkind	Total	Narrative
1	Source of Funds					
	Fees and Collections	0,00	0.00	0.00	0.00	
	State Agreement	183,743.00	0.00	0.00	183,743.00	

#### Budget Summary for Early Head Start - 2018 Agency: County of Genesee Application: Early Head Start - 2018

6/26/2017

Loc	cal	0.00	0.00	0,00	0.00	
Fed	deral	0.00	0.00	0.00	0.00	
Oth	ner	0.00	0.00	0.00	0.00	
Tot	tal Source of Funds	183,743.00	0.00	0.00	183,743.00	10000000
Tot	tals	183,743.00	0.00	0.00	183,743.00	



### Genesee County Community Action Resource Department

601 N. Saginaw St., Ste 1B • Flint, MI 48502-2009 • (810) 232-2185 • Fax (810) 762-4986 • TDD: (810) 768-4654

### GCCARD HEAD START MEMORANDUM

Commissioners

Bryant Nolden District 1

TO:

Brenda Clack, Chairperson, Human Services Committee

Brenda Clack District 2

Ellen Ellenburg District 3

FROM:

Matt Purcell, Executive Director

SUBJECT:

Request acceptance of site and operational agreements between the

GCCARD Head Start Program and the school, church or agency board officials for the use of classroom sites for 2017-2018 Head Start and Early

Head Start program year.

Mark Young District 5

Kim Courts

District 4

Drew Shapiro District 6

DATE:

July 10, 2017

Martin Cousineau District 7

# BACKGROUND INFORMATION:

Ted Henry District 8

David Martin District 9

The Clio, Flushing, Genesee, Kearsley, Linden, Mt. Morris and Swartz Creek districts and Grand Blanc Academy will provide rent, utilities and maintenance of a Head Start and/or Early Head Start classroom/s in their school district/facilities free of charge or at a nominal cost.

Administration

The Grand Blanc, Lakeville, Montrose, Westwood Heights districts, St. John the Evangelist Catholic Church-Davison, and Blessed Sacrament-Bentley, will provide rent, utilities and maintenance of a Head Start classroom/s in their school district/facilities free of charge.

Matthew A. Purcell Executive Director

Stephanie L. Howard Deputy Executive Director

#### **Program Directors**

Daniel Newcombe Neighborhood Svcs. Director

Tamitha Taylor

Natritional Sycs Asst. Director

Chevou Wilborn Nutritional Svcs Asst. Director

> Andre Strater Finance Director

Matthew Odette Home Maint. Asst. Director

> Kelli Wehh Head Start Director

The Bendle, Fenton, Linden, Mt. Morris School Districts and Southern Lakes-Mott College Campus will provide land for the location of a modular classroom free to the Head Start Program. The modular classrooms were purchased by a special grant to the Head Start Program. One modular classroom, owned by Head Start, is located on the Clio School District property. This is used for extra curricula school activities in exchange for Head Start having classroom space in their buildings.

(Please Note: Attached is a sample of each type of lease agreement (Flushing, Grand Blanc and Atherton). Corporation Counsel has copies of all Head Start lease agreements on file.

#### REQUESTED ACTION:

Genesee County Community Action Resource Department (GCCARD) requests approval of these lease agreements from this committee between the Genesee County Community Action Resource Department and the appropriate school or church officials and recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

MP/KW/bmh



#### Attachment

PONDENCE HSC/AGREEMEN/17-18 LEASE AGREEMENTS. DOCX

#### LEASE

THIS LEASE AGREEMENT (the "Lease Agreement"), entered into the 1st day of August, 2017 by and between Atherton School District, a Michigan municipal corporation, whose principal place of business is 3354 S. Genesee Rd., Burton, MI 48519 (the "Landlord"), and the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is 1101 Beach Street, Flint, Michigan 48502 (the "County").

## 1. The Property

The Landlord leases to the County, and the County leases from the Landlord the premises situated at Vern Van Y Elementary, 2400 Clarice Ave., Burton, MI 48519 (the "Leased Premises"), more particularly described on Exhibit A.

#### 2. The Lease Term

The term of this Lease shall commence on August 1, 2017 and shall end on July 31, 2018 (the "Initial Term"). The County and the Landlord may agree in writing to extend this Lease Agreement for additional one (1) year terms (the "Extension Terms").

#### 3. The Rent and the Landlord's Contribution

The Leased Premises shall be provided to County under this lease free of charge. This transaction shall be accounted for as follows: The rent for this Lease shall be in the amount of \$1,111.91 per month. The Landlord agrees to credit County \$1,111.91 per month against the amount of rent due and payable by the County during the term of this Lease. The credited amount represents a donation by the Landlord of the fair rental value of the leased premises as Landlord's "in-kind" contribution as required by the terms of its grant agreement with the U.S. Department of Health and Human Services Administration for Children and Families. For the avoidance of doubt, Landlord's "in-kind" contribution shall cover the entire amount of rent each month.

### 4. Use and Access

### 4.1 Use of the Property

The County agrees that it shall use the Leased Premises solely for the purpose of conducting the business of a Head Start Program (the "Head Start Program") servicing the parents and children of the Atherton School District.

# 4.2 The County's Access to the Property

County shall have full access to and may use the Leased Premises for the aforementioned use from 7:00 a.m. to 5:00 p.m. daily, Monday through Friday during the Initial Term or any Extension Term of this Lease Agreement. Landlord agrees to permit occasional use of the building by the County for evening parent teacher conferences, parent meetings, and open houses upon the County's advance request and at the convenience of the Landlord.

# 5. Landlord's Rules and Regulations

The County's staff shall be trained in and asked to follow all Atherton School District's Policies and Rules and Regulations, to the extent that they do not conflict with the Federal Head Start Rules and Regulations.

### 6. Maintenance and Utilities

#### 6.1 Maintenance

The Landlord agrees that it shall provide all necessary maintenance to the Leased Premises during the term of this Lease Agreement, including daily janitorial service.

#### 6.2 Utilities

The Landlord shall provide water and sewer facilities, electricity, and heat to the Leased Premises. The county agrees to pay \$400.00 per month to the landlord toward these costs.

# 7. Publicity Rights

The County shall obtain approval from Landlord for any press releases that would use the name of Landlord or the Leased Premises.

### 8. Assignment or Transfer

The County shall not assign, sublet, or in any manner transfer this Lease Agreement or any estate or interest in the Leased Premises without the previous written consent of the Landlord.

### 9. Insurance Requirements

### 9.1 The County's Insurance Requirements

The County shall carry liability insurance for the Leased Premises, the limits of which shall be in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate coverage. The County shall carry property insurance sufficient to cover all of its equipment and supplies in the classroom.

# 9.2 Landlord's Insurance Requirements

The Landlord shall maintain public liability insurance for all public areas of the building in an amount not less than the amount required for the County in the preceding paragraph, and the County shall be named as an additional insured party on such policy.

# 10. Allocation of Liability

# 10.1 Landlord's Responsibility

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Landlord in the performance of this Lease shall be the responsibility of the Landlord and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure on the part of the Landlord or any employee or agent of the Landlord.

# 10.2 County's Responsibility

All liability to 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 County in the performance of this Lease shall be the responsibility of the County and not the responsibility of the Landlord if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agency, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees as provided by statute or court decisions.

### 10.3 Shared Responsibility

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Landlord in fulfillment of their responsibilities under this Lease, such liability, loss, or damage shall be borne by the County and the Landlord 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 County or its employees, as provided by statute or court decisions.

# 11. Termination and Surrender

# 11.1 Condition Upon Surrender

County shall, at the expiration of the Initial Term or any Extension Term, surrender the premises in as good condition as at the time possession is delivered, except for ordinary wear and tear and damage by the elements, by fire, smoke, or explosion or by an unavoidable or unforeseen cause.

# 11.2 County's Right to Vacate

The Landlord agrees that, if during the term of this lease, the County no longer requires the amount of space as identified in this agreement, the County shall have the right to vacate.

#### 12. General Provisions

# 12.1 Entire Agreement

This Lease Agreement embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Leased Premises other than those contained herein.

#### 12.2 Modification

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

# 12.3 Binding Effect

The provisions of this Lease Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the parities hereto.

### 12.4 Headings

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

# 12.5 Severability and Survival

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

### 12.6 Interpretation

Each Party has had opportunity to have this Lease Agreement 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 Lease Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Lease Agreement was prepared by the County.

[SIGNATURE PAGE FOLLOWS]

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

ATHERTON SCHOOL DISTRICT	GENESEE COUNTY BOARD OF COMMISSIONERS
D	_
Ву:	By:
John Ploof	Mark Young
Superintendent	Chairperson

### **EXHIBIT A**

A classroom located in room 108 in the Vern Van Y Building with a total of 810 square feet of classroom space for 20 children. Tenant shall also be permitted access to outdoor space near the classroom for a play area.

A classroom located in room 106 of the Vern Van Y Building with a total of 810 square feet for 8 infants and toddlers.

# HEAD START OPERATIONAL AGREEMENT

This Head Start Operational Agreement (the "Agreement") is made this 1st day of August, 2017 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 Atherton School District, whose principal place of business is located at 3354 S. Genesee Rd., Burton, MI 48519 (the "School District") (the County and the Contractor together, the ("Parties").

#### 1. Term

#### 1.1 Initial Term

The initial term of this Agreement is effective upon approval by the Genesee County Board of Commissioners (the "Board") and shall be effective for one (1) year (the "Initial Term").

#### 1.2 Extension Terms

The Parties may, by written agreement, extend this Agreement for up to five (5) additional one year terms (the "Extension Terms").

### 2. Purpose

Pursuant to a Lease executed contemporaneously with the execution of this Agreement, the County has agreed to operate a Head Start Program at Vern Van Y Elementary, 2400 Clarice Ave., Burton, MI 48519 for the benefit of the children and families of the Atherton School District community (the "Head Start Program"). The purpose of this Agreement is to outline the obligations and responsibilities of the Parties in the operation of the Head Start Program.

# 3. The County's Head Start Program

3.1 The County will ensure that all applicable licenses and permits are obtained and maintained for the operation of the Head Start Program.

# 3.2 Staffing and Hours

- 3.2.1. The School District acknowledges that the Head Start Program will be staffed by the County's contractor, the Oakland-Livingston Head Start Agency ("OLHSA"). OLHSA is an independent contractor for the County and neither OHLSA nor any of its employees or agents shall be treated as the County's employees. The School District acknowledges that OLHSA is solely responsible for all compensation, fringe benefits, and other obligations due to its employees, including but not limited to the withholding and payment of all applicable employment, income and social security taxes to federal, state and local governments.
- 3.2.2. The County, through OLHSA, will provide staff to cover 1 preschool classroom of 16 children and 1 infant and toddler classroom of 8 children. OLHSA shall provide salaries and fringe benefits for the Head Start teachers and teacher assistants teaching and supervising the children in the Head Start Program. OLHSA will also provide other coordinating Staff to provide

supervision and technical assistance to the Head Start teaching staff. The hours the Head Start staff will work with children will be coordinated with School District.

# 3.3 Supplies and Equipment

The County shall supply all equipment, materials, and supplies needed in the Head Start classroom. All materials and equipment purchased by Head Start must be clearly labeled and inventoried yearly.

# 3.4 Head Start Rules and Regulations

The School District agrees to comply with all applicable Head Start Rules and Regulations. The School District agrees to ensure that all of School District's personnel who are involved with the Head Start Program are trained in the Head Start Rules and Regulations.

### 3.5 County's Sole Responsibility

The County is solely responsible for the administration of the Head Start Program. Except as provided for in this Agreement, the School District assumes no responsibility for any aspect of the Head Start Program.

#### 4. School District to Provide Meals

The School District will provide breakfast, snack and lunch for children in the Head Start Program. The School District's menu and meal plan is subject to the review and approval of the Head Start Nutritionist. Head Start will make application and submit reports to the Child and Adult Care Food Program (CACFP) for meal reimbursement. The School District will bill Head Start for meals served.

### 5. Federal Rules and Regulations

The County and OLHSA will abide by all Head Start performance standards, forms, record keeping and other Federal Rules and Regulations while working in the Head Start classrooms.

### 6. Allocation of Liability

### 6.1 School District's Responsibility

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the School District in the performance of this Agreement shall be the responsibility of the School District and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure on the part of the School District or any employee or agent of the School District.

### 6.2 County's Responsibility

All liability to 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 County in the performance of this Agreement shall be the responsibility of the County and not the responsibility of the School District if the liability, loss, or

damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agency, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees as provided by statute or court decisions.

# 6.3 Shared Responsibility

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the School District in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the School District 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 County or its employees, as provided by statute or court decisions.

### 7. General Provisions

# 7.1 Entire Agreement

This Agreement, along with any Exhibits attached thereto, embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein.

#### 7.2 Modification

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

# 7.3 Headings

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

# 7.4 Governing Law and Venue

This Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement 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.

## 7.5 Severability and Survival

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

# 7.6 Interpretation

Each Party has had opportunity to have this Agreement 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 Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

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

ATHERTON SCHOOL DISTRICT

GENESEE COUNTY BOARD OF COMMISSIONERS

By:	By:	
John Ploof	Mark Young	
Superintendent	Chairperson	

#### LEASE

THIS LEASE AGREEMENT (the "Lease Agreement"), entered into the 1st day of August, 2017 by and between Flushing School District, a Michigan municipal corporation, whose principal place of business is 522 N. McKinley Rd., Flushing, MI 48433 (the "Landlord"), and the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is 1101 Beach Street, Flint, Michigan 48502 (the "County").

### 1. The Property

The Landlord leases to the County, and the County leases from the Landlord the premises situated at Flushing Early Childhood Center, 409 Chamberlain St., Flushing, MI 48433 and Elms Elementary, 6125 N. Elms Rd., Flushing, MI 48433 (the "Leased Premises"), more particularly described on Exhibit A.

#### 2. The Lease Term

The term of this Lease shall commence on August 1, 2017 and shall end on July 31, 2018 (the "Initial Term"). The County and the Landlord may agree in writing to extend this Lease Agreement for additional one (1) year terms (the "Extension Terms").

### 3. The Rent and the Landlord's Contribution

The Leased Premises shall be provided to County under this lease free of charge. This transaction shall be accounted for as follows: The rent for this Lease shall be in the amount of \$1,951.33 per month. The Landlord agrees to credit County \$1,951.33 per month against the amount of rent due and payable by the County during the term of this Lease. The credited amount represents a donation by the Landlord of the fair rental value of the leased premises as Landlord's "in-kind" contribution as required by the terms of its grant agreement with the U.S. Department of Health and Human Services Administration for Children and Families. For the avoidance of doubt, Landlord's "in-kind" contribution shall cover the entire amount of rent each month.

#### 4. Use and Access

### 4.1 Use of the Property

The County agrees that it shall use the Leased Premises solely for the purpose of conducting the business of a Head Start Program (the "Head Start Program") servicing the parents and children of the Flushing School District.

# 4.2 The County's Access to the Property

County shall have full access to and may use the Leased Premises for the aforementioned use from 7:00 a.m. to 5:00 p.m. daily, Monday through Friday during the Initial Term or any Extension Term of this Lease Agreement. Landlord agrees to permit occasional use of the building by the County for evening parent teacher conferences, parent meetings, and open houses upon the County's advance request and at the convenience of the Landlord.

# 5. Landlord's Rules and Regulations

The County's staff shall be trained in and asked to follow all Flushing School District's Policies and Rules and Regulations, to the extent that they do not conflict with the Federal Head Start Rules and Regulations.

# 6. Maintenance and Utilities

#### 6.1 Maintenance

The Landlord agrees that it shall provide all necessary maintenance to the Leased Premises during the term of this Lease Agreement, including daily janitorial service.

#### 6.2 Utilities

The Landlord shall provide water and sewer facilities, electricity, and heat to the Leased Premises.

### 7. Publicity Rights

The County shall obtain approval from Landlord for any press releases that would use the name of Landlord or the Leased Premises.

### 8. Assignment or Transfer

The County shall not assign, sublet, or in any manner transfer this Lease Agreement or any estate or interest in the Leased Premises without the previous written consent of the Landlord.

# 9. Insurance Requirements

# 9.1 The County's Insurance Requirements

The County shall carry liability insurance for the Leased Premises, the limits of which shall be in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate coverage. The County shall carry property insurance sufficient to cover all of its equipment and supplies in the classroom.

# 9.2 Landlord's Insurance Requirements

The Landlord shall maintain public liability insurance for all public areas of the building in an amount not less than the amount required for the County in the preceding paragraph, and the County shall be named as an additional insured party on such policy.

# 10. Allocation of Liability

### 10.1 Landlord's Responsibility

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Landlord in the performance of this Lease shall be the responsibility of the Landlord and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure on the part of the Landlord or any employee or agent of the Landlord.

# 10.2 County's Responsibility

All liability to 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 County in the performance of this Lease shall be the responsibility of the County and not the responsibility of the Landlord if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agency, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees as provided by statute or court decisions.

# 10.3 Shared Responsibility

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Landlord in fulfillment of their responsibilities under this Lease, such liability, loss, or damage shall be borne by the County and the Landlord 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 County or its employees, as provided by statute or court decisions.

#### 11. Termination and Surrender

# 11.1 Condition Upon Surrender

County shall, at the expiration of the Initial Term or any Extension Term, surrender the premises in as good condition as at the time possession is delivered, except for ordinary wear and tear and damage by the elements, by fire, smoke, or explosion or by an unavoidable or unforeseen cause.

# 11.2 County's Right to Vacate

The Landlord agrees that, if during the term of this lease, the County no longer requires the amount of space as identified in this agreement, the County shall have the right to vacate.

#### 12. General Provisions

### 12.1 Entire Agreement

This Lease Agreement embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Leased Premises other than those contained herein.

#### 12.2 Modification

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

### 12.3 Binding Effect

The provisions of this Lease Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the parities hereto.

### 12.4 Headings

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

### 12.5 Severability and Survival

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

### 12.6 Interpretation

Each Party has had opportunity to have this Lease Agreement 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 Lease Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Lease Agreement was prepared by the County.

[SIGNATURE PAGE FOLLOWS]

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

FLUSHING SCHOOL DISTRICT	GENESEE COUNTY BOARD OF COMMISSIONERS  Bv:			
Ву:	By:			
Timothy Stein	Mark Young			
Superintendent	Chairperson			

# **EXHIBIT A**

Space in the Flushing Early Childhood Building more fully described as one EHS classroom – room 106 and two Head Start classrooms located at Elms Elementary – Rooms 110 and 111.

# **HEAD START OPERATIONAL AGREEMENT**

This Head Start Operational Agreement (the "Agreement") is made this 1st day of August, 2017 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 Flushing School District, whose principal place of business is located at 522 N. McKinley Rd., Flushing, MI 48433 (the "School District") (the County and the Contractor together, the ("Parties").

#### 1. Term

#### 1.1 Initial Term

The initial term of this Agreement is effective upon approval by the Genesee County Board of Commissioners (the "Board") and shall be effective for one (1) year (the "Initial Term").

#### 1.2 Extension Terms

The Parties may, by written agreement, extend this Agreement for up to five (5) additional one year terms (the "Extension Terms").

# 2. Purpose

Pursuant to a Lease executed contemporaneously with the execution of this Agreement, the County has agreed to operate a Head Start Program at Flushing Early Childhood Center, 409 Chamberlain St., Flushing, MI 48433 and Elms Elementary, 6125 N. Elms Rd., Flushing, MI 48433 for the benefit of the residents of the Flushing School District community (the "Head Start Program"). The purpose of this Agreement is to outline the obligations and responsibilities of the Parties in the operation of the Head Start Program.

# 3. The County's Head Start Program

3.1 The County will ensure that all applicable licenses and permits are obtained and maintained for the operation of the Head Start Program.

# 3.2 Staffing and Hours

- 3.2.1. The School District acknowledges that the Head Start Program will be staffed by the County's contractor, the Oakland-Livingston Head Start Agency ("OLHSA"). OLHSA is an independent contractor for the County and neither OHLSA nor any of its employees or agents shall be treated as the County's employees. The School District acknowledges that OLHSA is solely responsible for all compensation, fringe benefits, and other obligations due to its employees, including but not limited to the withholding and payment of all applicable employment, income and social security taxes to federal, state and local governments.
- 3.2.2. The County, through OLHSA, will provide staff to cover 2 preschool classrooms of 50 children and 1 classroom of 8 infants and toddlers. OLHSA shall provide salaries and fringe benefits for the Head Start teachers and teacher assistants teaching and

supervising the children in the Head Start Program. OLHSA will also provide other coordinating Staff to provide supervision and technical assistance to the Head Start teaching staff. The hours the Head Start staff will work with children will be coordinated with School District.

### 3.3 Supplies and Equipment

The County shall supply all equipment, materials, and supplies needed in the Head Start classroom. All materials and equipment purchased by Head Start must be clearly labeled and inventoried yearly.

### 3.4 Head Start Rules and Regulations

The School District agrees to comply with all applicable Head Start Rules and Regulations. The School District agrees to ensure that all of School District's personnel who are involved with the Head Start Program are trained in the Head Start Rules and Regulations.

### 3.5 County's Sole Responsibility

The County is solely responsible for the administration of the Head Start Program. Except as provided for in this Agreement, the School District assumes no responsibility for any aspect of the Head Start Program.

#### 4. School District to Provide Meals

The School District will provide breakfast, snack and lunch for children in the Head Start Program. The School District's menu and meal plan is subject to the review and approval of the Head Start Nutritionist. Head Start will make application and submit reports to the Child and Adult Care Food Program (CACFP) for meal reimbursement. The School District will bill Head Start for meals served.

### 5. Transportation of Students

The School District will provide transportation for the Head Start students to and from the said Head Start Program site free of charge. The School District agrees the transportation provided will be equivalent to \$4,284.31 per month for ten months as an "in-kind" contribution as required by the terms of the grant agreement with the US Department of Health and Human Services Administration for Children and Families.

### 6. Federal Rules and Regulations

The County and OLHSA will abide by all Head Start performance standards, forms, record keeping and other Federal Rules and Regulations while working in the Head Start classrooms.

# 7. Allocation of Liability

# 7.1 School District's Responsibility

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the School District in the performance of this Agreement shall be the responsibility of the School District and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure on the part of the School District or any employee or agent of the School District.

# 7.2 County's Responsibility

All liability to 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 County in the performance of this Agreement shall be the responsibility of the County and not the responsibility of the School District if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agency, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees as provided by statute or court decisions.

# 7.3 Shared Responsibility

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the School District in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the School District 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 County or its employees, as provided by statute or court decisions.

#### 8. General Provisions

#### 8.1 Entire Agreement

This Agreement, along with any Exhibits attached thereto, embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein.

#### 8.2 Modification

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

#### 8.3 Headings

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

### 8.4 Governing Law and Venue

This Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement 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.

# 8.5 Severability and Survival

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

### 8.6 Interpretation

Each Party has had opportunity to have this Agreement 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 Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

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

FLUSHING SCHOOL DISTRICT	GENESEE COUNTY BOARD OF COMMISSIONERS
By:	By:
Timothy Stein	Mark Young
Superintendent	Chairperson

#### LEASE

THIS LEASE AGREEMENT (the "Lease Agreement"), entered into the 1st day of August, 2017 by and between Grand Blanc School District, a Michigan municipal corporation, whose principal place of business is G-11920 S. Saginaw St., Grand Blanc, MI 48439 (the "Landlord"), and the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is 1101 Beach Street, Flint, Michigan 48502 (the "County").

# 1. The Property

The Landlord leases to the County, and the County leases from the Landlord the premises situated at McGrath Elementary, G-5288 Todd St., Grand Blanc, MI 48439 (the "Leased Premises"), more particularly described on Exhibit A.

#### 2. The Lease Term

The term of this Lease shall commence on August 1, 2017 and shall end on July 31, 2018 (the "Initial Term"). The County and the Landlord may agree in writing to extend this Lease Agreement for additional one (1) year terms (the "Extension Terms").

# 3. The Rent and the Landlord's Contribution

The Leased Premises shall be provided to County under this lease free of charge. This transaction shall be accounted for as follows: The rent for this Lease shall be in the amount of \$1,714 per month. The Landlord agrees to credit County \$1,714 per month against the amount of rent due and payable by the County during the term of this Lease. The credited amount represents a donation by the Landlord of the fair rental value of the leased premises as Landlord's "in-kind" contribution as required by the terms of its grant agreement with the U.S. Department of Health and Human Services Administration for Children and Families. For the avoidance of doubt, Landlord's "in-kind" contribution shall cover the entire amount of rent each month.

#### 4. Use and Access

### 4.1 Use of the Property

The County agrees that it shall use the Leased Premises solely for the purpose of conducting the business of a Head Start Program (the "Head Start Program") servicing the parents and children of the Grand Blanc School District.

# 4.2 The County's Access to the Property

County shall have full access to and may use the Leased Premises for the aforementioned use from 7:00 a.m. to 5:00 p.m. daily, Monday through Friday during the Initial Term or any Extension Term of this Lease Agreement. Landlord agrees to permit occasional use of the building by the County for evening parent teacher conferences, parent meetings, and open houses upon the County's advance request and at the convenience of the Landlord.

# 5. Landlord's Rules and Regulations

The County's staff shall be trained in and asked to follow all Grand Blanc School District's Policies and Rules and Regulations, to the extent that they do not conflict with the Federal Head Start Rules and Regulations.

#### 6. Maintenance and Utilities

#### 6.1 Maintenance

The Landlord agrees that it shall provide all necessary maintenance to the Leased Premises during the term of this Lease Agreement, including daily janitorial service.

#### 6.2 Utilities

The Landlord shall provide water and sewer facilities, electricity, and heat to the Leased Premises.

# 7. Publicity Rights

The County shall obtain approval from Landlord for any press releases that would use the name of Landlord or the Leased Premises.

## 8. Assignment or Transfer

The County shall not assign, sublet, or in any manner transfer this Lease Agreement or any estate or interest in the Leased Premises without the previous written consent of the Landlord.

# 9. Insurance Requirements

# 9.1 The County's Insurance Requirements

The County shall carry liability insurance for the Leased Premises, the limits of which shall be in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate coverage. The County shall carry property insurance sufficient to cover all of its equipment and supplies in the classroom.

# 9.2 Landlord's Insurance Requirements

The Landlord shall maintain public liability insurance for all public areas of the building in an amount not less than the amount required for the County in the preceding paragraph, and the County shall be named as an additional insured party on such policy.

# 10. Allocation of Liability

### 10.1 Landlord's Responsibility

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Landlord in the performance of this Lease shall be the responsibility of the Landlord and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure on the part of the Landlord or any employee or agent of the Landlord.

### 10.2 County's Responsibility

All liability to 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 County in the performance of this Lease shall be the responsibility of the County and not the responsibility of the Landlord if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agency, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees as provided by statute or court decisions

### 10.3 Shared Responsibility

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Landlord in fulfillment of their responsibilities under this Lease, such liability, loss, or damage shall be borne by the County and the Landlord 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 County or its employees, as provided by statute or court decisions.

### 11. Termination and Surrender

#### 11.1 Condition Upon Surrender

County shall, at the expiration of the Initial Term or any Extension Term, surrender the premises in as good condition as at the time possession is delivered, except for ordinary wear and tear and damage by the elements, by fire, smoke, or explosion or by an unavoidable or unforeseen cause.

# 11.2 County's Right to Vacate

The Landlord agrees that, if during the term of this lease, the County no longer requires the amount of space as identified in this agreement, the County shall have the right to vacate.

#### 12. General Provisions

#### 12.1 Entire Agreement

This Lease Agreement embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Leased Premises other than those contained herein.

#### 12.2 Modification

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

### 12.3 Binding Effect

The provisions of this Lease Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the parities hereto.

# 12.4 Headings

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

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[SIGNATURE PAGE FOLLOWS]

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

GENESEE COUNTY BOARD OF COMMISSIONERS
By:
Mark Young Chairperson

# **EXHIBIT A**

Two classrooms at McGrath Elementary in room numbers 120 and 121.

#### HEAD START OPERATIONAL AGREEMENT

This Head Start Operational Agreement (the "Agreement") is made this 1st day of August, 2017 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 Grand Blanc School District, whose principal place of business is located at G-11920 S. Saginaw St., Grand Blanc, MI 48439 (the "School District") (the County and the Contractor together, the ("Parties").

#### 1. Term

#### 1.1 Initial Term

The initial term of this Agreement is effective upon approval by the Genesee County Board of Commissioners (the "Board") and shall be effective for one (1) year (the "Initial Term").

#### 1.2 Extension Terms

The Parties may, by written agreement, extend this Agreement for up to five (5) additional one year terms (the "Extension Terms").

### 2. Purpose

Pursuant to a Lease executed contemporaneously with the execution of this Agreement, the County has agreed to operate a Head Start Program at McGrath Elementary, G-5288 Todd St., Grand Blanc, MI 48439 for the benefit of the children and families of the Grand Blanc School District community (the "Head Start Program"). The purpose of this Agreement is to outline the obligations and responsibilities of the Parties in the operation of the Head Start Program.

### 3. The County's Head Start Program

3.1 The County will ensure that all applicable licenses and permits are obtained and maintained for the operation of the Head Start Program.

### 3.2 Staffing and Hours

- 3.2.1. The School District acknowledges that the Head Start Program will be staffed by the County's contractor, the Oakland-Livingston Head Start Agency ("OLHSA"). OLHSA is an independent contractor for the County and neither OHLSA nor any of its employees or agents shall be treated as the County's employees. The School District acknowledges that OLHSA is solely responsible for all compensation, fringe benefits, and other obligations due to its employees, including but not limited to the withholding and payment of all applicable employment, income and social security taxes to federal, state and local governments.
- 3.2.2. The County, through OLHSA, will provide staff to cover 2 preschool classrooms of 50 children. OLHSA shall provide salaries and fringe benefits for the Head Start teachers and teacher assistants teaching and supervising the children in the

Head Start Program. OLHSA will also provide other coordinating Staff to provide supervision and technical assistance to the Head Start teaching staff. The hours the Head Start staff will work with children will be coordinated with School District.

# 3.3 Supplies and Equipment

The County shall supply all equipment, materials, and supplies needed in the Head Start classroom. All materials and equipment purchased by Head Start must be clearly labeled and inventoried yearly.

### 3.4 Head Start Rules and Regulations

The School District agrees to comply with all applicable Head Start Rules and Regulations. The School District agrees to ensure that all of School District's personnel who are involved with the Head Start Program are trained in the Head Start Rules and Regulations.

### 3.5 County's Sole Responsibility

The County is solely responsible for the administration of the Head Start Program. Except as provided for in this Agreement, the School District assumes no responsibility for any aspect of the Head Start Program.

#### 4. School District to Provide Meals

The School District will provide breakfast, snack and lunch for children in the Head Start Program. The School District's menu and meal plan is subject to the review and approval of the Head Start Nutritionist. Head Start will make application and submit reports to the Child and Adult Care Food Program (CACFP) for meal reimbursement. The School District will bill Head Start for meals served.

#### 5. Federal Rules and Regulations

The County and OLHSA will abide by all Head Start performance standards, forms, record keeping and other Federal Rules and Regulations while working in the Head Start classrooms.

### 6. Allocation of Liability

### 6.1 School District's Responsibility

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# 6.2 County's Responsibility

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### 6.3 Shared Responsibility

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#### 7. General Provisions

### 7.1 Entire Agreement

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# 7.3 Headings

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

#### 7.4 Governing Law and Venue

This Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement 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.

### 7.5 Severability and Survival

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

# 7.6 Interpretation

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IN WITNESS WHEREOF, the Partie executed by their duly authorized agents.	s have caused this Agreement to be
GRAND BLANC SCHOOL DISTRICT	GENESEE COUNTY BOARD OF COMMISSIONERS
By: Clarence Garner Superintendent	By: Mark Young Chairperson



#### Genesee County Community Action Resource Department

601 N. Saginaw St., Ste 1B · Flint, MI 48502-2009 · (810) 232-2185 · Fax (810) 762-4986 · TDD: (810) 768-4654

#### 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 Services Director

Chevon Wilborn
Nutritional Sves Asst. Director

Andre Strater
Asst. Director

Matthew Odette
Home Maint, Asst. Director

Kelli Webb Head Start Director

### MEMORANDUM

TO:

Brenda Clack, Chairperson, Human Services Committee

FROM:

Matthew Purcell, Executive Director

SUBJECT:

Request Authorization to Accept Amended Funding Changes for

MAPJOR

Home Delivered and Congregate Meal Program

DATE:

July 10, 2017

### **Background Information:**

Genesee County Community Action Resource Department (GCCARD) Senior Nutrition Program has received from Valley Area Agency on Aging (VAAA) through Aging and Adult Services Agency (AASA) an increase in funding in both the Home Delivered and Congregate Meal Programs.

This Round One – contract amendment will decrease Congregate Program funding from \$327,879 to \$326,994 and an increase in Home Delivered Program funding from \$1,174,003 to \$1,174,071. For a total decrease of \$817.00.

This funding change is for our current program year: (October 1, 2016 – September 30, 2017).

#### Requested Action:

Genesee County Community Action Resource Department (GCCARD) requests review and approval of the aforementioned by roll call vote due to time constraints to assure that funding changes are implemented within this current program.

MP:TT/sg



**Attachment** 

2.	The AAA share of APPROVED Co the cost has been contributed. The constitute earning of these funds.					
3.	If the actual cost is less than the ame federal shares will be:	ount in "Tota	l," "COMPUTA	TION OF CON	TRACT," the AAA and no	n-
	AAA Federal/State:	80%	Local:	20%		
4.	Assuming satisfactory progress, ade	quate justific	ation, and the av	ailability of fun	ds, the AAA share will me	et:
	\$	1,501,065				
5.	Funds herein awarded will remain funding to AAA is modified.	available d	uring the length	of the project	period unless State/Fede	ral
6.	Other conditions: Program Incom	ie must be u	sed to suppleme	nt the nutrition	n programs. GCCARD	
	shall report all	program in	come to VAAA	and how the in	come was used to	
	Supplement the	nutrition p	rograms.			
ACCEPTA	ANCE SIGNATURES					
Subgrante	e: Valley Area Agency on Aging					
			VAAA Boar	rd Chair		
	Authorized Signature		Title		Date	
			VAAA Board	Treasurer		AAA and non- hare will meet:  State/Federal  GCCARD  d to
	Authorized Signature		Title		Date	
Subcontra	ctor:					
	Authorized Signature		Title		Date	

# VALLEY AREA AGENCY ON AGING

NOTIFICATION OF CONTRACT AWARD  \$ 1,501,065 - Round 1  TYPE OF CONTRACT OR ACTION				PROJECT	PROJECT IDENTIFICATION NUMBER GCCARD-2017 PROJECT YEAR OF THIS CONTRACT				
				PROJECT					
New					F	Y- 2017			
Renewal									
X Revision/Sup	plement to c	ontract		INCORP	ORATION ST	TATUS			
Reinstatemen						Public			
Reinstatemen	•			TAX ID #	# 38-60048 <del>-</del>				
Not Applicable		ea project		IAXID	70-000+0-	† <i>7</i>			
FISCAL YEA		GICH FIIND	SAWADNEN	A VORERE A	THE ROLL OF THE	7 m			
FISCAL IEA			SAVARDED		VED PROJEC				
	<u> </u>	Y 2017		FROM:	10/01/2016	TO:	09/30/2017		
NAME: SUBCONTRACTOR Genesee County Community Action Resource Department				NAME:		SUBGRANTEE Valley Area Agency on Aging			
ADDRESS:	601 N. Sagi	naw Street, S	Suite 1B	ADDRESS:	225 E. Fifth Street, Suite 200				
_	Flint MI 48	502			Flint MI 48502				
PHONE:	(810) 235-3	567		PHONE:	PHONE: (810) 239-7671				
SERVICE AREA		enesee Coun	ty Lap	peer County	Shiawass	ee County			
Service Categoria				Amount		lients	Units		
1 Congregate N		des <i>estimate</i>	d NSIP)	\$326,994			61,235		
2 Home Deliver				\$1,174,071			282,908		
COMPUTATIO	V OF CON	TD A CT							
Services	OF CON	LINACI	Congregate	Home Delivered					
			Meals	Meals					
VAAA Share			\$247,237	\$749,526					
NSIP ( <u>estimated</u> )	(a+ala	G1	79,757	424,545					
Required Local M	шисп	Cash	0	0					
Estimated Program	n Income	In-kind	61,809	187,382					
				STORES OF THE PROPERTY OF THE					
Estimated Program Total			\$388,803	\$1,361,453		<u> Societa esta esta esta esta esta esta esta e</u>			

Other Resources

IN ADDITION TO THE CONDITIONS CONTAINED ON THE FIRST PAGE OF THIS AGREEMENT, THE FOLLOWING CONDITIONS SHALL APPLY TO THIS CONTRACT:

\$21,167

1. 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.

\$97,766

 <sup>\*</sup> See # 6 of additional conditions

### VALLEY AREA AGENCY ON AGING

### CONTRACT

		CON	IKACI				
	IS CONTRACT, entered into rein after referred to as "VAA	on this 1 <sup>st</sup> day of October, AA"), located in Flint Michigan	2016 by the Valley A	rea Agency on Aging			
		4	And				
	***************************************	Genesee County Communi					
		(hereinafter referred to	as "SUBCONTRACTOF	₹")			
ST	ATES AND WITNESSES TH	HAT:					
Mic Lap	chigan for a grant for the pla	nning and development of reg	ional services to the agin	Agency (AASA) of the State of g within the counties of Genesee, Amendments of 1970, 1973, 1975			
		d the Application for Project C s to the aging in the target area					
NO	W, THEREFORE, the parties	s hereto mutually agree as follo	ws:				
1.	SCOPE OF SERVICES						
	Subcontractor agrees to perform in a manner satisfactory to the Valley Area Agency on Aging those services set forth In, and abide by the specifications of, the Operational Guidelines & Standards. (Attachment A).  The Subcontractor will serve a minimum of:						
	Service	Unduplic	ated Clients	Units of Service			
	Congregate Meals		74	61,401			
	Home Delivered Meals		371	282,892			
	g						
	Service Congregate Meals	Low-Income Seniors	Minority Seniors	Frail/Disabled Seniors			
	Home Delivered Meals	273 244	312 279	321			
2.	TIME OF PERFORMAN		219	287			
Azi Q	A Subcontractor agrees to until 09/30/2017	begin provision of services on  which the Subcontractor shall be to 09/30/2017					
3.	PROBATION, SUSPENS	ON, OR TERMINATION					

### A Probation

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.
- 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

- 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.
- 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.
- 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.
- 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

- For adequate cause, VAAA may terminate support for a contract prior to the end of an approved budget year. 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.
- 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.)
- When financial support of a contract terminates on completion of the approved budget year 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.
- 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 AASA within thirty (30) days of receiving the written notification.

- Appeal Procedure. Any party having the right to appeal shall submit a written request to appeal to the Director, Aging and Adult Services Agency, 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 AASA 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 Aging and Adult Services Agency 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 AASA, 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).
- A hearing shall be scheduled no later than 30 calendar days after the request was received by the Aging and Adult Services Agency. 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.
- 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.

- 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.
- 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.
- 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;
  - 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 <u>Fiscal Records</u>. Subcontractor agrees to keep all necessary accounting records, journals, lodgers, 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 <u>Program Records.</u> 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, AASA, 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.
  - 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.
- 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:
  - 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.
  - 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 (10th) 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. 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 (AASA)".

### 9. <u>LIMITS OF LIABILITY</u>

- 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 AASA, 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 AASA in the performance of this Contract shall be the responsibility of the VAAA and AASA 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 AASA 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 AASA in fulfillment of their responsibilities, under this Contract, such liability, loss or damage shall be borne by the Subcontractor and the VAAA and AASA 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 AASA or their employees, or the Subcontractor or its employees as provided by statute or court decisions.

### 10 COMPENSATION AND METHOD OF PAYMENT

### A Compensation

Meals
vieais

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  $\frac{10/01/2016}{10/01/2016}$  through  $\frac{09/30/2017}{10/01/2016}$ 

- 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.
- 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 Aging and Adult Services Agency.

### B Method of Payment

- 1 Upon receipt of the monthly cash request by VAAA staff, 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.
- 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.
- 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.
- 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 \$ 1,501,882
- 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."

### 11 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.

### 12 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.

### 13 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

### 14 ASSURANCES

These assurances are required by the Aging and Adult Services Agency 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 AASA.

### 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.

- 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.
- 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.
- 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.
- 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.

### F Inter-Agency Relations

1 The Subcontractor will not be in conflict with the stated goals and policies of VAAA.

- 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.
- 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.
- 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, AASA and HHS reserve the option to receive, free of charge, up to three (3) copies of any publication published as part of the contract.
- Where activities under the contract result in a book or other copyrighted material, the author is free to obtain a copyright, however, HHS, AASA 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

- 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.
- 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.
- 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 assignees or subcontractors; however, VAAA shall be able to monitor and assess.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the date corresponding to said hands and seals.

FOR THE SUBCONTRACTOR		
Dated:		
	Authorized Signature	
FOR THE VALLEY AREA AGENCY ON AGING		
Dated:		
	Chairperson	
	VAAA Board of Directors	
Approved as to the Availability of Funds		
Dated:		
	Treasurer	
	VAAA Board of Directors	

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975.

### Genesee County Community Action 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:

- 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.
- 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.
- 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.
- 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) below is/are authorized to sign this assurance, and commit the Provider Agency to the above provisions.

Form HHS-690(05/97)

Signature of P	rovider Agency Represe	entative
	Title	
	Date	

### 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 bas 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 f the information and unauthorized uses or disclosures of the information.

NOW, THEREFORE, the parties agree as follows:

- BUSINESS ASSOCIATE does hereby assure the Department that BUSINESS ASSOCIATE will appropriately safeguard protected health information made available to or obtained by BUSINESS ASSOCIATE.
- 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.
- 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.

- 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.
- 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.
  - 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.
- 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.
- 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.
- 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.
- 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.
- 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.)

- 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.
- BUSINESS ASSOCIATE shall incorporate any amendments or corrections to protected health information when notified pursuant to applicable law.
- BUSINESS ASSOCIATE agrees to indemnify 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 statue 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.
- 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.
- 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.
- 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.

FOR THE SUBCONTRACTOR:	
Dated:	
	Authorized Signature for Subcontractor
FOR VALLEY AREA AGENCY ON AGING	
Dated:	
	Chairperson
	VAAA Board of Directors
Dated:	
	Treasurer
	VAAA Board of Directors



### Genesee County Community Action Resource Department

601 N. Saginaw St., Ste 1B · Flint, MI 48502-2009 · (810) 232-2185 · Fax (810) 762-4986 · TDD: (810) 768-4654

Commissioners

Bryant Nolden
District 1

MEMORANDUM

Brenda Clack
District 2

Ellen Ellenburg

District 3

TO:

Commissioner Brenda Clack, Chairperson

**Human Services Committee** 

Kim Courts

District 4

FROM:

Matthew Purcell, Executive Director

Mark Young
District 5

SUBJECT:

Temporary Staffing Agency

Drew Shapiro District 6

ct 6

\_ \_ \_

Martin Cousineau
District 7

DATE:

July 10, 2017

Ted Henry District 8

**BACKGROUND:** 

David Martin
District 9

GCCARD Nutrition Services Summer Feeding Program is in need of 20-30 employees. These positions are part-time temporary and will provide the necessary support for the Summer Feeding Program; for both adult and youth/children to provide increased meals and nutrition to address the Flint Water Crisis. Funding for this program is provided through the State of Michigan Department of Education.

d

To expedite the hiring process GCCARD is requesting to use the services of a Temporary Staffing Agency.

Stephanie L. Howard Deputy Executive Director

Administration

Matthew A. Purcell

Executive Director

Program Directors

Daniel Newcombe

Neighborhood Svcs, Director

Tamitha Taylor Nutrition Svcs. Director

THE WORLD PRECEDIT

Chevon Wilborn Nutrition Svcs, Asst. Director

> Matthew Odette Home Maint. Asst. Director

> > Kelli Webb Head Start Director

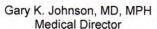
ALL GCCARD POSITIONS ARE FULLY GRANT FUNDED AND WILL NOT REQUIRE ANY GENERAL FUND ALLOCATION.

### **REQUESTED ACTION:**

GCCARD requests authorization from this Committee, with a recommendation to the full board, to use the services of a Temporary Staffing Agency to hire minimum wage employees for the Nutrition Services Summer Feeding Program. Due to time constraints a <u>roll call vote is requested</u>.



MAP:dp





### MEMORANDUM

To: Brenda Clack, Chairperson

**Human Services Committee** 

From: Mark Valacak, M.P.H. /

Health Officer

**Date:** July 10, 2017

Subject: Request for Overnight Travel for 2017 Michigan Home Visiting Conference

### Requested Action

The WIC Supervisor is requesting to attend the 2017 Michigan Home Visiting Conference in Grand Rapids, Michigan on August 1 – August 3, 2017. The WIC Supervisor is presenting in two breakouts at the conference and will also attend the conference, which offers workshops designed to provide education for professionals I nmaternal and child health. There is no registration fee, per diem, or transportation requested. Human Services Committee approval is requested as well as referral by the Health Officer to the Board of Commissioners

Conference/Location: Amway Grand, 187 Monroe Ave, NW, Grand Rapids, MI

Date(s): August 1 – August 3, 2017

Attendee(s): One (1) Public Health Supervisor

Amount: \$398.00 approximately/ per attendee includes lodging only

Funding Account: 221.6010.6120.0889 Training

Funding Source: United States Department of Agriculture (USDA) through the Michigan

Department of Community Health (MDCH)

Purpose: To present two (2) workshops; to obtain current information and updates

for professionals in maternal and child health and home visiting

### Discussion

The 2017 Michigan Home Visiting Conference is sponsored by the Michigan Public Health Institute, and provides professional education in the areas of family resilience, child development and collaborative health initiatives. **No county appropriation is needed.** 



Reso #:

### GENESEE COUNTY OVERNIGHT TRAVEL REQUEST

Name: Dawn S	Scharer					Date:	6/22/2017
Conference Title:	Home V	isiting Cor	ference				
Date(s) of Conference	ce: 8/1/2017	'-August 3	2017	Location	Grand Rap	oids	
Charge to:	Departme	nt: <u>6020</u>	6120	Acct (choose	one):	46495	
		Exp	penditure D	etail			
Personal Vehicle Mil (If over 5 Airfare:		nust attain app	Miles @ proval)	\$0.535	per mile=	_	\$0.00
Other Transportation	n Costs (detai	I):				_	
Conference Registra	ation:					_	
Lodging:	2	nights @	\$149.00	per night=			\$298.00
# of Meals:	0	bkfst @ lunch @	\$9.00	+ .90 tip= + 1.35 tip=	\$6.90 \$10.35	\$0.00 \$0.00	
	0	dinner @	\$15.00	+ 2.25 tip=	\$17.25	\$0.00	\$0.00
Other costs (detail):					_	_	
n					TOTAL	L COSTS:	\$298.00
Prepayments reque Airfare:	ested:						
Lodging Deposit: Registration Fees: Other:	\$298.0	0					
		_	TOTAL PR	EPAYMENTS	REQUESTED:		\$298.00
				LE ADVANCE	PAYMENT:		\$0.00
Supervisor:	7	10 °	APPROVAL	5		Date:	6-77-17
Director:		Duse	re			Date:	6-22-17
Accounting:	U	nguel	An	k		Date:	6.26.17
Health Officer:		1	21/			Date:	6-26-1

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The Amway Grand Plaza Reservation Confirmation



















Michigan Home Visiting Initiative Conference - Jul 31, 2017 - Aug 3, 2017 - Amway Grand Plaza, Curio Collection by Hilton

### Dear DAWN SCHARER,

We are pleased to confirm your reservations at the Amway Grand Plaza, Curio Collection by Hilton. The staff of the Amway Grand Plaza, Curio Collection by Hilton is looking forward to your arrival as part of the Michigan Home Visiting Initiative Conference. Should your travel plans change and you need to make changes to your reservation, please <u>click here</u> or call (800) 253-3590.

If you believe you may be tax exempt or if you will not be traveling with the credit card to be used for payment and need a credit card authorization form please email our reservations department at reservations@amwaygrand.com. We look forward to welcoming you to the Amway Grand Plaza, Curio Collection by Hilton.

The Staff of the Amway Grand Plaza, Curio Collection by Hilton Reservation Details

Online Confirmation:	32JVM572
Date Booked:	May 16, 2017
Reservation Name:	DAWN SCHARER
Arrival Date:	Aug 1, 2017
Departure Date:	Aug 3, 2017
Room Type:	Classic Room with 2 Queen Beds Please note that room types are requests only and not guaranteed
Number of Rooms:	1

Number of Guests:

light by Night Rate:

Date2 Guest(s) Status Rate Aug 1, 2017 149. Confirme Aug 2. 2017 Confirmed 149.

Additional Guest	Rate	
Second Guest	0.00	
Third Guest	0.00	
Fourth Guest	0.00	
Fifth Guest	0.00	

Total Charge: 298.00 The total room charge presented above does not include taxes. The current room tax rate is 15% (6% state tax and 9% hospitality tax) per night and will be added to your final bill. ax Disclosure: Cancellations must be made 24 hours orior to arrival in order to avoid a one



The Spa and Salon



Dining



**Experience Grand Rapids** 







2017 Michigan Home Visiting Conference Registration

### 2017 Michigan Home Visiting Conference

Tuesday, 8/1/17 1:00 PM - Thursday, 8/3/17 3:00 PM

Add this event to my calendar (https://mphi.ungerboeck.com/prod/api/FileServer/GetICSFile?id=MhMfb6PuFocImbgF% 2bBivkYOYInJWMQ8gqNkw4f3JVDU4O7zfBzgCMgZcTwR%2bb6Cp)

♠ Amway Grand Plaza Hotel (http://amwaygrand.com/)

✓ Step Ba

### Thank you for registering! Please find your Invoice\*\* for registration attached.

\*\*Please note the invoice is automatic; if your payment amount is zero, it is noted on the invoice.

### Registration Fees:

Fees for registration must be paid in full prior to the event date. If payment has not been received fees will be collected at registration the day of the event unless alternate arrangements are pre-approved by MPHI.

### Cancellation Policy:

Cancellations and no-shows for any reason, including inclement weather conditions and weather related emergencies, are subject to the full registration fee. Refunds will not be given at any time. Substitutions are welcome.

For Event or Registration Questions: Call (517) 324-8330 or Email eandtreg@mphi.org For Payment Questions, or to Pay with Visa or MasterCard: Call (517) 324-6081

Please Note: Due to flu season, we ask that if you experience any symptoms related to the flu, please stay home and do not attend this event. Contact MPHI either by phone or email if you will not be attending. To learn more about the flu and what you can do, please visit www.flu.gov or call (800) 232-4636.

We also ask that you please dress in layers as the temperature of the room is difficult to accommodate everyone's needs.

Return Home

### Order Details

Registrant: Scharer, Dawn	Show/Hide Details -			
Item	Price	Quantity	Charge	
I am presenting at this conference.		1		
l plan to attend Model Block D - Healthy Start.		1		
I will be attending the Breakfast and Opening Keynote - Using a Trauma- Informed Approach in Home-Based Service Delivery		1		
l plan to attend 101 - The Genesee County Healthy Start Engaged Father Program: Dads and Kids Growing Together. (Beginner Session)		1		
will be attending Day 1 Lunch		1		
General Session 1 - A View of Men in 3Ds-Depression, Drugs and Domestic Violence		1		
l plan to attend 206 - How to Attract Parents to Community Activities. (Parent Connections Session)		1		
l plan to attend 302 - Communities Leading Together, A Shared Leadership Training. (Intermediate Session)		1		
will be attending the Evening Reception		1		
YES, I plan to attend Breakfast on Day 2.		1		
l plan to attend 408 - WIC and Home Visiting Collaboration - Impact on Participation.		1		
plan to attend 508 - What is ACE's and Why Is It Important to You.		1		
YES, I plan to attend the Lunch on Day 2.		1		
Yes, I plan to attend the Closing Session - Making Life an Adventure The Importance of Self-Care.		1		
YES, I would like a Certificate of Attendance.		1		
NO, I am not interested in Continuing Education.		1		

### \*Please note that you MUST sign-in all days of the conference\*

### Conference Agenda:

Pre-conference Model Day - Tuesday, August 1

Registration: 11:00 a.m. - 1:00 p.m. Sessions: 1:00 - 5:00 p.m.

Day 1: Wednesday, August 2

Registration: 7:00 - 8:15 a.m. Sessions: 8:15 a.m. - 5:15 p.m. Evening activities to follow sessions.

Day 2: Thursday, August 3

Registration: 8:00 - 9:00 a.m. Sessions: 9:00 a.m. - 2:45 p.m.

Event Location:

Amway Grand Plaza 187 Monroe Avenue NW Grand Rapids, Michigan 49503

Directions to the Amway Grand Plaza can be found here (http://amwaygrand.com/contact/directions).

### Lodging Information:

Amway Grand Plaza 187 Monroe Avenue NW Grand Rapids, Michigan 49503 (800)253-3590 \$149.00 single/double (excluding applicable taxes)

Reservations must be made by 5:00 p.m. on July 1, 2017 to receive the special conference rate. To obtain the special overnight rate and to reserve your room, please click the link below or call the Amway Grand Plaza Hotel and mention that you are with the 2017 Michigan Home Visiting Conference. Conference attendees and exhibitors are responsible for their own individual room reservations and cost. Click here (https://resweb.passkey.com/Resweb.do? mode=welcome\_ei\_new&eventID=15946025) to reserve your room today!

### Overflow Room Block

Homewood Suites by Hilton in Downtown Grand Rapids 161 Ottawa Avenue N.W. Grand Rapids, Michigan, 49503 Phone Number: 616-451-2300

Reference the: Michigan Home Conference Group Code: MHV Cost: \$149 (+ taxes) Please call the hotel directly to make your reservation.

### Parking Information:

We ask that overnight guests use the Amway Grand Parking Ramp. Directions from the parking garage to the hotel can be found here (http://amwaygrand.com/contact/faqs). All other conference attendees, please use the DeVos Place parking structure located here (https://devosplace.org/grparking-0). Parking will be validated at the Conference Desk located on the 2nd floor.

All participants registering in advance will receive a confirmation letter, including a map and directions. If you do not receive a confirmation letter one week prior to the event, or if you have any questions regarding registration, please contact MPHI at (517) 324-8330.

Return to Event Page (http://17hv.eventshowcase.com/MPHI/public/events/17hv/app/event.html) | Need help registering? Call (517) 324-8330 or Email Us (mailto:eandtreg@mphi.org).

### Scharer, Dawn

From: Shawna J. Lee <shawnal@umich.edu>
Sent: Wednesday, June 21, 2017 12:07 PM

To: Scharer, Dawn

Cc: InvolvedDad .; Black, Porsha; Clardy, Tessa

Subject: Re: FW: Limited Spots Remain! - 5th Annual Michigan Home Visiting Conference

When I went into their system to register, it did not seem like presenters had to pay. I was not asked to pay after I checked the "presenter" box. Hopefully I did it correctly, but I believe I am registered for the conference. -- Shawna

On Wed, Jun 21, 2017 at 9:56 AM, Scharer, Dawn < DSCHARER@gchd.us> wrote:

Hi.....I don't know if presenters have to pay and register. Has anyone asked?

**From:** Michigan Home Visiting Initiative [mailto:hwoods@mphi.orq]

Sent: Tuesday, June 20, 2017 10:19 AM

To: Scharer, Dawn

Subject: Limited Spots Remain! - 5th Annual Michigan Home Visiting Conference

**X** 

### PLEASE JOIN US IN GRAND RAPIDS FOR THE 2017 MICHIGAN HOME VISITING CONFERENCE

The 2017 Michigan Home Visiting Conference is a conference for home visitors, administrators, supervisors and parents in Michigan's home visiting programs. The

purpose of the conference is to increase knowledge of home visiting models, identify strategies to enhance home visiting practices, and to increase knowledge and skills on current quality improvement methods.

This year's conference will be held over two full days with a Model Pre-Conference will occurring on Tuesday afternoon. The purpose of this conference is to provide ongoing education, skills and knowledge to professionals in Michigan's Home Visiting programs. This year the education will focus on: stress and trauma, addictions, father engagement, human trafficking, infant safe sleep, and parent mental health. Techniques to improve programs, access to community resources and self care for the home visitor will also be presented.

Whether you are new to home visiting or a seasoned professional, we are offering sessions to meet everyone's needs. For more information about breakout sessions, please review the Registration Brochure below.

### Conference Fees

Standard Registration: \$50, Ends on June 30

Late Registration (If Available): \$75, Starts July 1 and Ends on July 14

Please note that this is a VERY popular conference and often sells out before the deadline.

### Conference Schedule

Pre-Conference - Tuesday, August 1, 2017

Registration - 11:00 am

Sessions - 1:00 - 5:00 pm (unless otherwise noted in the registration brochure)

Please note: The Model Pre-Conference Sessions are designed to support those who are currently employed by a local implementing agency that is operating an

evidence-based home visiting model. The sessions will be focused on model specific information and are NOT designed as an opportunity to learn more about home visiting models.

### Day 1 - Wednesday, August 2, 2017

Registration - 8:00 am

Sessions - 8:30 am - 5:15 pm

Evening Reception - 5:15 - 6:30 pm

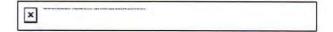
### Day 2 - Thursday, August 3, 2017

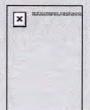
Registration & Breakfast - 8:00 am

Conference - 9:00 am - 2:45 pm

Click here to review the registration brochure.





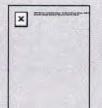


### Opening Keynote - Dr. Brenda Jones Harden

Brenda Jones Harden is a Professor in the Department of Human Development and Quantitative Methodology, University of Maryland College Park. She has worked over thirty-five years in the human services policy, practice, and research arenas. Her research examines the developmental and mental health needs of young children at

environmental risk, particularly those who have been maltreated or exposed to other forms of trauma. A particular focus is preventing maladaptive outcomes in these populations through early childhood and parenting programs, such as early care and education, home visiting services, and infant mental health interventions.

Dr. Jones Harden received the doctoral degree in developmental and clinical psychology from Yale University, and the Master in Social Work degree from New York University.



### Closing Keynote - Lila Lazarus

Lila Lazarus is an award-winning journalist who has anchored the news in Michigan, Maryland and Massachusetts. Lila runs a production company, Lila Productions, and currently hosts the award-winning Discover Remarkable series on WXYZ. Lila serves on multiple boards and is currently President of Kids Kicking Cancer. She's also very involved with the Big Brothers/Big Sisters organization. She's been a

Big Sister for 20 years. Her professional accomplishments include covering Nelson Mandela's inauguration in South Africa and receiving multiple Emmy Awards, the Michigan Association of Broadcasters Award, two Clarion Awards and the American Society of Colon and Rectal Surgeons Award in back-to-back years.

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### Hotel & Lodging

The host hotel for the 2017 Michigan Home Visiting Conference is:



### **Amway Grand Plaza Hotel**

187 Monroe Ave NW

Grand Rapids, MI 49503

(800) 253-3590



Reservations must be made by 5:00 p.m. on July 1, 2017 to receive the special conference rate. To obtain the special overnight rate (\$149 + tax) and to reserve your room, please click the link above or call the Amway Grand Plaza Hotel and mention that you are with the 2017 Michigan Home Visiting Conference.

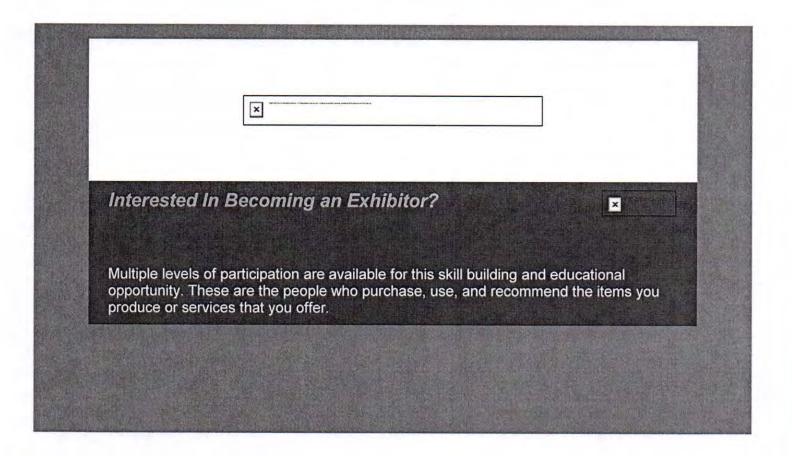
The overflow hotel for the 2017 Michigan Home Visiting Conference is:

### Homewood Suites by Hilton in Downtown Grand Rapids

161 Ottawa Avenue N.W., Grand Rapids, Michigan, 49503 (616) 451-2300

Reservations must be made by 5:00 p.m. on July 7, 2017 to receive the special conference rate. To obtain the special overnight rate (\$149 + tax) and to reserve your room, please call the Homewood Suites by Hilton and mention that you are with the 2017 Michigan Home Visiting Conference.

Conference attendees and exhibitors are responsible for their own individual room reservations and cost.



Michigan Public Health Institute, 2465 Woodlake Circle, Okemos, MI 48864

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is where OUR heart is Home Visiting

5th Annual

MICHIGAN HOME VISITING CONFERENCE

KUG, 2-3, 2017

Amway Grand Plaza • Grand Rapids, Michigan Pre-conference Model Day - Aug. 1, 2017

REGISTRATION INFORMATION

Coordinated by the Michigan Home Visiting

EVENTS. MPHI. ORG

# ABOUT THE 2017 MICHIGAN HOME VISITING CONFERENCE

Michigan's Home Visiting programs. This year the education will focus on: stress and trauma, nealth. Techniques to improve programs, access to community resources and self care for addictions, father engagement, human trafficking, infant safe sleep, and parent mental administrators, and parents in Michigan's home visiting programs. The purpose of this conference is to provide ongoing education, skills and knowledge to professionals in The 2017 Michigan Home Visiting Conference is a conference for home visitors. the home visitor will also be presented.

The 2017 Michigan Home Visiting Conference theme is Home is Where OUR Heart Is. A preconference for models will occur the day before the main conference. The conference will be held over two full days.

michigan Home Visiting initiative

### Heynote .... SPEAKERS



Dr. Brenda Jones Harden Opening Keynote Speaker

visiting services, and infant mental health early childhood and parenting programs, the Department of Human Development such as early care and education, home outcomes in these populations through at environmental risk, particularly those mental health needs of young children who have been maltreated or exposed Brenda Jones Harden is a Professor in in the human services policy, practice, and Quantitative Methodology, at the She has worked over thirty-five years to other forms of trauma. A particular University of Maryland College Park. and research arenas. Her research examines the developmental and focus is preventing maladaptive nterventions.

Such as early care and education, home visiting services, and infant mental health interventions.

Dr. Jones Harden received the doctoral degree in developmental and clinical psychology from Yale University, and the Master in Social Work degree from New

York University.



Lila Lazarus Closing Keynote Speaker

award-winning Discover Remarkable Productions, and currently hosts the accomplishments include covering South Africa and receiving multiple Sister for 20 years. Her professional the American Society of Colon and Rectal Surgeons Award in back-to-Nelson Mandela's inauguration in Lila Lazarus is an award-winning with the Big Brothers/Big Sisters President of Kids Kicking Cancer. organization and has been a Big the news in Michigan, Maryland multiple boards and is currently In addition, she is very involved Award, two Clarion Awards and series on WXYZ. Lila serves on and Massachusetts. Lila runs Emmy Awards, the Michigan ournalist who has anchored Association of Broadcasters a production company, Lila

## CONFERENCE INFO



## CONFERENCE & HOST HOTEL

Amway Grand Plaza Hotel 187 Monroe Ave. N.W. Grand Rapids, MI 49503 (616) 774-2000 www.amwaygrand.com

### CONFERENCE FEES

Standard Fee: \$50 Ends June 30, 2017

Late Fee: \$75 After July 1, 2017

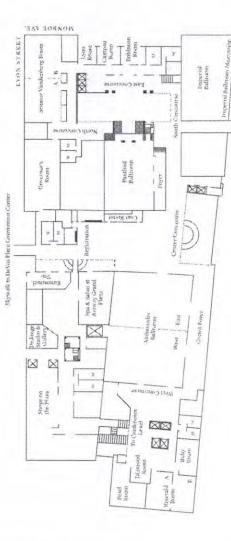
## PARKING INFORMATION

Parking is available to conference attendees in both the Amway Grand Parking Ramp and DeVos Place Parking Ramp.

## IMPORTANT INFORMATION:

- Infants under 6 months and in mother's arms are welcome. For safety and space concerns, please, no strollers.
- For your convenience, a breastfeeding suite will be available to participants for the duration of the conference,
- Participants are responsible for their own lodging arrangements and payment.
- A majority of the workshop presentations can be used towards in-service training requirements for the Michigan Association for Infant Mental Health (MI-AIMH) Endorsement®. While attendance at this Conference will count towards an Endorsement® application or renewal, it may not fully satisfy a knowledge/skill area.
- Conference mobile app will be available in July.

### CONCOURSE LEVEL-2NF FLOOR



CONFERENCE LEVEL -3\*0 FLOOR





## SCHEDULE OF EVENTS

### PRE-CONFERENCE

August 1, 2017

Registration

11:00 a.m. - 1:00 p.m.

Pre-Conference - Model Sessions

1:00 p.m. – 5:00 p.m. unless otherwise noted

The Model Pre-Conference Sessions are designed to support those who are currently employed by a local implementing agency that is operating an evidence-based home visiting model. The sessions will be focused on model specific information and are NOT designed as an opportunity to learn more about home visiting models.

Model A - Early Head Start

Patti Marickovich

Those in attendance should currently be working in a role that is directly involved in implementing the Early Head Start Model.

Model B - Family Spirit

Elizabeth Kushman

Those in attendance should currently be working in a role that is directly involved in implementing the Family Spirit Model.

Model C - Healthy Families America

Those in attendance should currently be working in a role that is directly involved in implementing the Healthy Families America Model.

Model D - Healthy Start

Kenn Harris

Those in attendance should currently be working in a role that is directly involved in implementing the Healthy Start Model.

Model E - Infant Mental Health

Maria Muzik, Katherine Rosenblum, Mary Ludtke

The session will describe and discuss the current activities to evaluation, the IMH model, the analysis of the data, and how the findings will impact the implementation of the evidence based model. The session will discuss the fidelity check list, how it is used in practice (with an example for discussion) and its implications for fidelity to the model.

Model F - Maternal Infant Health Program

30 8 Those in attendance should currently be working in a role that is directly involved in implementing the Maternal Infant Health Program Model.

Model G - Nurse Family Partnership

Anita Austin

Those in attendance should currently be working in a role that is directly involved in implementing the Nurse Family Partnership Model.

Model H - Parents as Teachers

Christy Roberts

Those in attendance should currently be working in a role that is directly involved in implementing the Parent as Teachers model.

Model I - Parent Leader Groups

Practice for Parent Leadership Group sessions.

Grand Rapids Fun

5:30 p.m.

Additional fees may apply.





• - Nursing 🏗 - Social Work

## CHEDULE OF EVENTS



### Full Conference - Day 1

August 2, 2017

6:30 a.m. - 7:30 a.m. Morning Exercise

7:30 a.m. - 8:15 a.m. Day 1 Registration

Breakfast and Opening Keynote 8:30 a.m. - 10:00 a.m. Using a Trauma-Informed Approach in Home-Based Service Delivery - Dr. Brenda Jones Harden

affected by trauma). Using a trauma-informed lens, the services to the most vulnerable of families (e.g., those risk families, for exploring parents' own experiences of This session will address the delivery of home visiting session will identify strategies for engaging these highadversities, for having "difficult conversations" with families, and for coaching parents to improve their parenting skills. Finally, the session will emphasize the importance of home visitor self-care to avoid the secondary trauma that can result from intervening with families contending with multiple risks.

Break & Exhibit Spotlight 10:00 a.m. - 10:30 a.m.

10:30 a.m. - 11:45 a.m. 100 - Workshops

101 - The Genesee County Healthy Start Engaged Father Program: Dads and Kids Growing Together - Shawna Lee,

Dawn Scharer, Porsha Black, Shon Hart

Participants will learn new methods or ideas on how to better connect and engage with fathers and male role models and guide them to be an important factor in the lives of their children.

102 - How to Lead a CQI Team - Robin VanDerMoer, Angela Precht

starts and ends with the team. From building a OI team with 'the right people' at the table to obtaining leadership support, the work to establish a happy and productive can provide inspiration and momentum. Once the team teams. Participants will hear case studies of engagement unique team challenges with OI Advisors and participants Productive and pleasant quality improvement (QI) work is assembled, many OI leaders find competing priorities, limited resources, and interpersonal challenges blocking facilitation tools, and will have space and time to work with team requires strategic engagement and a leader that the way to efficient and smooth QI team functioning. Join seasoned QI Advisors for a session focused on how to build, support, and maintain high-functioning QI strategies from the field, will explore and practice new OI experiencing similar 'pains' of QI teamwork.

103 - Infant Mental Health: Developing Competence and Building Relationships in the Infant and Early Childhood Field - Ashley McCormick, Joni Zieldorff, Amy Delira

Additionally, we will examine one of the how it can be used to assist home visitors increase their This presentation examines what Endorsement® is and effectiveness in their work with infants, toddlers and undamental values of infant mental health: "Importance of Relationships" and how a commitment to this value can inform and enrich one's professional development.

104 - Addressing Sensitive Issues with Families in Home Visiting Services - Dr. Brenda Jones Harden

to the prior keynote which addressed the delivery of home affected by trauma. In a more refined manner, the session This session will be a more clinically-intensive follow-up visiting services to the most vulnerable of families, those will identify strategies for engaging these high-risk families, for having "difficult conversations" with families, and for for exploring parents' own experiences of adversities, coaching parents to improve their parenting skills.

105 - Expanding Reflective Practices in Your Program 101 - Vickie Novell This session will explore the differences between case

and practiced. Supervisors will have the opportunity to components of reflective supervision with individuals and reflect on their own skills and identify specific reflective groups, as well as self-assessment tools, will be explored supervision professional development goals and objectives. specific supervision and reflective supervision.

106 - Parent-To-Parent: Connections ARE Community Bryn Fortune and Home Visiting Parent Leaders

Michigan's Statewide Local Leadership Group as they share insight into how to create meaningful parent connections Parent connections are imperative for building successful parent to parent connections can benefit your program's communities and strong families. Join parent leaders from within home visiting programs. We will explore how collaborate and create. We will offer resources needed to build successful parent to parent connections and identify Because it takes a village to raise a child, Parent-toeffectiveness as well as encourage parents to connect, components needed to assist parents to foster authentic relationships with other parents.

107 - Keeping Families Healthy: Promoting Vaccines Across the Lifespan - Courtnay Londo, Amy Shears

from serious diseases. Learn about effective strategies vaccines. Preventing diseases through vaccination helps Vaccines play an important role in keeping individuals save for communicating with parents and caregivers about ensure children are present at school and daycare in order to learn and grow.

108 - Let's Talk About Intimate Partner Violence Patty Marickovich

subject! Fear and shame can prevent parents from opening you skills on how to broach the subject, fully engage the Home visitors have the capacity to recognize the impact of IPV, to respond effectively with information and to safely link families to domestic violence resources. But, this is a touchy up to their home visitor. This workshop is designed to give Intimate partner violence (IPV) affects everyone in the family, parent, and know how to provide support.

## SCHEDULE OF EVENTS



### Full Conference - Day 1(continued) August 2, 2017

11:45 a.m. - 1:00 p.m.

1:00 p.m. - 2:00 p.m. General Session

A View of Men in 3Ds-Depression, Drugs and Domestic

Violence - Kenn Harris

alcohol/drug substance abuse are challenging areas to consider in home visitation. This challenge becomes more intensified when working with the male partners of these women. Come learn how exploring these issues as they relate to men can help inform your approach and engagement with men and the entire families during home The subject of depression, domestic violence, drug, visits. Understanding the impact of his behavior on her increases your ability to support the family.

200 - Workshops

2:30 p.m. - 3:45 p.m.

201 - Environmental Health and Home - Laura Gossiaux, Sue Manente, Courtney Wisinski, Jill Maras

and the new MiTracking program. Participants will leave this factors and the resources to improve the health of the session with an expanded knowledge of environmental This panel will discuss safe fish consumption, lead in homes, children and infants with whom they work.

202 - Don't Worry, But Don't Wait: Referring to Early On Michigan - Victoria Meeder, Michelle DenBeste

delay or a diagnosed disability. Learn when you should make a referral and tips for having difficult conversations when sharing your concerns with parents. Learn about who This session will discuss the benefits of using the Early On Michigan program as an early intervention system for helping infants and toddlers who have a developmental is eligible for Early On services and what those services consist of. Upon completion of the session, participants will be able to explain to someone unfamiliar with Early On what services look like and what they entail.

203 - Family Engagement: Turning Obstacles into Opportunities - Christy Roberts

The development of trusting relationships with families parent educators and the families we serve. Because building relationships is at the core of everything we do, we we are visiting. This session will provide tools and ideas to depends on sustained, ongoing interactions between have to get good at recognizing the barriers of what can make family engagement difficult. Testing strategies should be ongoing, as the climate is forever changing in the homes build these relationships with families.

204 - Addressing Sensitive Issues with Families in Home Visiting Services - Dr. Brenda Jones Harden This session will be a more clinically-intensive follow-up to the prior keynote which addressed the delivery of home visiting services to the most vulnerable of families, those affected by trauma. In a more refined manner, the session will identify strategies for engaging these high-risk families, for exploring parents' own experiences of adversities, for having "difficult conversations" with families, and for coaching parents to improve their parenting skills.

205 - Expanding Reflectives Practices in Your Program 201 - Vickie Novell

Advanced/more indepth information to what was covered in session 105

206 - How to Attract Parents to Community Activities Bryn Fortune and Home Visiting Parent Leaders

impression with parents wanting to return for more. This Michigan's Statewide Local Leadership Group Parent Leaders will share techniques and skills to successfully create community gatherings that will leave a lasting workshop is designed to be highly interactive and comes complete with a chance to win a raffle!

207 - Substance Use and Home Visiting - Sarah Kennedy

Substance use impacts many of the families served through various home visiting programs. This training has been developed for providers who work with families and individuals, but who do not have formal background or training in substance use. Participants will be able to identify signs and symptoms of substance use. Speaker will provide an overview of common substances, addictive behaviors, and how to reduce stigma associated with substance use.

208 - Helping to Find Child Care that Meets the Needs of the Family - Synthia Britton, Jordan Blough-Orr

an overview to attendees on how to use the website, the Great Start to Quality is a great tool to help families find services available to the families whom you work with, and the care that works for them! This presentation will offer the variety of child care options.

Break & Exhibit Spotlight

3:45 p.m. - 4:00 p.m.

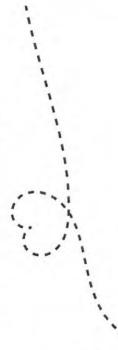
4:00 p.m. - 5:15 p.m. 300 - Workshops

Over - Kendra Gibbs, Travis Neller, Niterria Roland, Saleena 301 - Being a Teen Parent: Life has Changed But its NOT Allred, Breanna Holloway

to see teen parents through a different lens as capable Throughout the nation teen pregnancy rates are going make up more than 10% of the live births. Teen parents and supports and services that home visiting programs provide. Unfortunately, many teens struggle to engage in services. down, however in some communities births to teen parents their child represent an at-risk population that need the vital The presentation intends to give some insight into better engaging teens in programs. Attendees will be encouraged parents who are able to set goals for themselves and their children and find success.

302 - Communities Leading Together, A Shared Leadership Training - Jane Pilditch, Gina Gembel, Chandra Jones

This session will share information about the Parent Leadership in State Government's, Communities Leading Together (CLT) program. The CLT is an intensive one-day leadership training for parent and professional teams to attend together. We will give an overview of the leadership philosophy and competencies of the training as well as some hands-on tools used in this program.



## CHEDULE OF EVENTS



### Full Conference - Day I (continued) August 2, 2017

303 - How Can Parents Feed Their Babies? (While Keeping them Safe and Not Losing their Minds!)

Patti Kelly, Marji Cyrul

advice on how to feed infants and keep them safe will be This engaging session will help providers apply the updated American Academy of Pediatrics (AAP) recommendations for safe infant sleeping environments in their client's daily lives. A discussion on the impact of breastfeeding on SUID shared. Typical questions/concerns that parents have related to infant sleep and feeding will be discussed and explored. Participants will learn various infant soothing techniques, as well as tips for teaching families/caregivers these important skills. Instruction will be provided on how where they are at in a manner that is non-judgmental and Strategies for engaging clients in will be highlighted. Throughout the session, attendees and risk factors for co-sleeping will be addressed. Practical to work with parents as partners and how to meet families conversations related to infant safe sleep and feeding will have the opportunity to actively engage in discussion, ask questions and participate in role plays and hands-on non-confrontational. demonstrations.

304 - Women and Mental Health Issues - Dr. Maria Muzik

Mental Health Issues are commonly seen challenges for experienced by women including effective ways to screen for mental health issues. This session will also examine how to effectively communicate with clients and their families This session will discuss common issues about obtaining help and support.

305 - Leading Across Generations - Rita Trinklein,

Amy Jachalke

Developing an understand and appreciation of how generations differ can help you create high functioning teams in a more satisfying work environment. This session help you make the most of the strengths and weakness of will give you a understanding of different generations and Leading staff from across generations can be challenging

- Bryn Fortune and Home Visiting Parent Leaders 306 - Using Parent Voices to Improve Services

Parent Leaders from across Michigan's Local Leadership Groups will share important insights into how on how to best utilize and value family input to improve home visiting services. Their expertise is based on personal experience and systems level involvement with home visiting services from a variety of models across the state. The parent leaders unfiltered, authentic voice to the table. Participants learn current strategies on how to effectively utilize and value will provide information on how empowered parents can help increase enrollment and retention while bringing an parent input to improve their services.

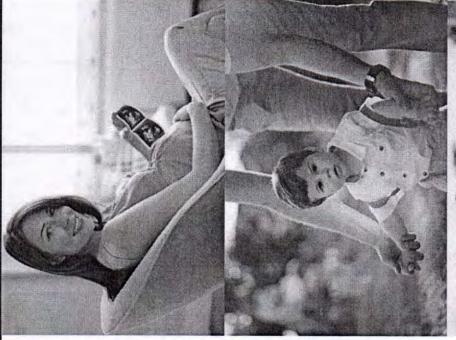
307 - The Negative Impact of Using Tobaccos in Pregnant Women and How We Can Increase Quitting Attempts Farid Shamo, Karen Brown

This session will focus on using The Michigan Tobacco Quitline as a tool to assist expectant mothers to quit and stay quit using a specialized protocol for callers who are as other resources. Each enrollee will receive a total of 9 calls to help them along with other incentives to encourage pregnant. Calls are designed to provide counseling as well them to quit and stay quit.

308 - Opportunities in HV to Help Parents Support Their and Culturally Driven Approach - Amanda Leonard, Lisa Child's Developing School Readiness: A Community Abramson, Elizabeth Kushman This presentation will share our experience with the development and implementation process of integrating a school readiness component into our home visiting protocol. It will also guide participants through an exercise to identify and explore cultural practices in their own communities which home visitors can build with parents to offer opportunities for nurturing of emergent literacy and school readiness skills.

**Evening Reception** 

More information to follow.





## SCHEDULE OF EVENTS

### Full Conference - Day 2

August 3, 2017

Morning Exercise

7:00 a.m. – 8:00 a.m. Continental Breakfast

8:00 a.m. - 9:00 a.m. 400 - Workshops 9:00 a.m. - 10:15 a.m.

401 - Toxic Stress: New Research and New Promising Practices - Holli Seabury

The effects of toxic stress cannot be overstated; several recent research studies have shown living in toxic stress can influence how a child's brain develops and have lifelong impacts on learning, physical health, behavior, and social/emotional health. This session will give an overview of new research into toxic stress and promising practices and strategies to reduce the effects of toxic stress in both children and adults.

402 - Improving Smiles for Pregnant Moms and Infants -Emily Norrix Susan Demina

Emily Norrix, Susan Deming

The Michigan Department of Health and Human Services (MDHHS) will present an interactive and informative session on Perinatal and Infant Oral Health in Michigan. Oral health data demonstrate the oral health need for Michigan's most vulnerable pregnant women and infants. Key oral health issues such as periodontal disease and its association with preterm birth and the transmission of dental decay from mothers to infants will be shared. Oral health insurance coverage for pregnant women and infants in MI will be covered along with best practices and strategies that will improve the oral health of Michigan's pregnant women and infants.

403 - MiTeam Safe and Together DV Model

Danielle Marek

This session will provide an overview of the Safe & Together Model as it relates to case planning, home visiting and engagement in domestic violence cases. This model focuses on parenting, the impact of domestic violence on child development, identification of non-offending caretaker protective capacity and increased perpetrator accountability.

404 - Using Protective Factors to Build Family Resillience - Alyce Hemandez

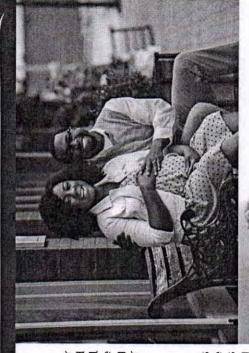
During this session, participants will learn what contributes to family resilience and how workers can use the Protective Factors framework to help families build resilience. Workers will also learn strategies to help families identify existing resources to help build resilience.

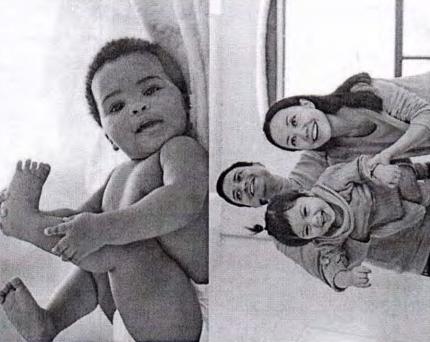
405 - Using the 10 Keys to Effective Supervision to Solve Current Leadership Challenges (Part 1) - Kerenda Applebev This workshop will be helpful for new or experienced supervisors. Being effective as a leader in your program involves so much more than compliance to the model. We will identify your biggest supervisor challenges and use the 10 Keys to being effective to address these challenges.

406 - Working Alongside Parents - Tonia Dalasinski-Vasquez, Laurie Hardy

- Ioriia Datasiriski

This presentation will provide a hands-on opportunity for literacy and language ideas to make and take for home visitors to work with their families for them to make at home. These activities will allow children to utilize expression of thoughts and needs through verbal and non-verbal communication.





## CHEDULE OF EVENTS



## Full Conference - Day 2 (continued)

August 3, 2017

400 - Workshops (continued) 9:00 a.m. - 10:15 a.m. 407 - Opioid Epidemic: Impact of Opiod Abuse Education and Naloxone Distribution - Sarah Bryant, Steve Alsum, Sarah Kenney, Teresa Robinson

This presentation will provide home visitors with an in information for home visitors to assist clients and their families with opioid abuse prevention, detection and support for treatment. Opioid overdose is a growing cause distribution can reverse overdose thus reducing overdose deaths. During this presentation home visitors will receive depth understanding of the opioid epidemic and necessary preventable death. Opioid education and Naloxone information regarding the use of Naloxone, community initiatives focused on opioid abuse prevention and how they can assist families in receiving this medication and overdose education. This presentation will provide home visitors with an in depth understanding of the opioid epidemic and necessary information for home visitors to assist clients and their families with opioid abuse prevention, detection and support for treatment. Opioid overdose is a growing cause distribution can reverse overdose thus reducing overdose deaths. During this presentation home visitors will receive information regarding the use of Naloxone, community initiatives focused on opioid abuse prevention and how preventable death. Opioid education and Naloxone they can assist families in receiving this medication and overdose education.

408 - WIC and Home Visiting Collaboration - Impact on Participation - Dawn Scharer, Brooke Perry. Tessa Clardy This session will explore the ongoing journey in Genesee These agencies collaborated together to increase access how the collaboration started, how relationships have been these agencies serve. You will leave with information and to services in Genesee County. The session will discuss built and the outcomes that have benefited the clients that County between WiC, MIHP, Head Start and Healthy Start ideas that you can implement in your own agencies.

Break & Exhibit Spotlight 10:15 a.m. - 10:45 a.m.

10:45 a.m. - 12:00 p.m. 500 - Workshops

501 - Fatherhood as Leadership in Native American Communities - Raeanne Madison, Michelle Schulte, Amanda Leonard, Elizabeth Kushman

Family is at the heart of Native American culture. Fatherhood & Motherhood is Sacred is a family engagement curriculum that has been implemented successfully in several tribal communities across the state. In this session, presenters will discuss the steps to administer this culturally-rich curriculum in the context of a home visiting program. 502 - Lactation Clinical Skills: Assessments and Feeding Plans - Alice Christensen, Heidi Maki

session will increase the skills and confidence of the appropriate assessment, and support to covercome participants so they can provide breastfeeding dyads, breastfeeding concerns. This

503 - Ethical Considerations in Documentation - Susan Henning

Documentation of service delivery can be a challenging and confusing requirement of human service work. This and will utilize these principles to guide documentation of presentation will define principles of ethical decision making, client activity..

504 - The Face of Trafficking - Kelly Castleberry

This session will focus on the victims of human trafficking, who they are, and reasons they may have become a victim. We will take a look at the needs of people who are being trafficked and how healthcare workers can recognize those

to Solve Current Leadership Challenges (Part 2) 505 - Using the 10 Keys to Effective Supervision

Kerenda Applebey

This session is the continuation of what was started in Session 405. You will need to attend session 405 in order to continue in this session. -----

506 - Effectively Developing Parent Gatherings Bryn Fortune and Home Visiting Parent Leaders Michigan's Local Leadership Groups parent leaders will discuss how to effectively attract parents to community how to effectively market, incentivize, diversify and engage activities. The parent leaders will provide strategies for parents in community activities.

507 - Mentally Healthy Home Visitors - Phillip Hamberg

is required to work on and constantly maintain their own mental health. This session covers eleven mental health areas that every home visitor will need to be aware of when to fall into when it is just one professional engaged with an In order to work intensively with parents, the Home Visitor working with families. It also covers pitfalls that are easy individual family.

508 - What is ACE's and Why Is It Important to You - Jodi Spicer

Childhood Experiences (ACEs) study, and educate participants on the outcomes of this study in an easy This session will provide an overview of the Adverse to understand language. In addition, Michigan-specific research about the prevalence of ACEs will be shared.

1:15 p.m. - 2:45 P.m. Closing Keynote

Self Care - Lila Lazarus

level of energy. In this energizing session on self-care we your morning routine, how to focus on breath to build calm and energy, and focusing on gratitude to become more conscious of good events. Other tools include identifying your personal fuel to find your inner peace, becoming a Lila Lazarus uses storytelling and humor to help the caregiver acknowledge their mission and increase their passion and will explore how to reframe your day by taking a look at positive thinker, how to end misery, and finding that work ife balance. End your conference experience with energy and new tools to take care of you every day.

## HOTEL & LODGING

The host hotel for the 2017 Michigan Home Visiting Conference is:

Amway Grand Plaza Hotel

187 Monroe Ave NW Grand Rapids, MI 49503 (616) 774-2000

Rate:

\$149.00 single/double (excluding applicable taxes)

In the event the host hotel sells out, Additional overnight accommodations can

be made at: Homewood Suites by Hilton in

Downtown Grand Rapids 161 Ottawa Avenue N.W. Grand Rapids, Michigan, 49503 Phone Number: (616) 451-2300

Rate:

\$149 single/double (excluding applicable taxes) Reference the Michigan Home Conference Group Code: MHV



### RESERVATIONS

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CLICK HERE TO MAKE YOUR RESERVATION TODAY

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sightseeing opportunities, all within a 10-minute walk. You'll encounter clean, safe streets Rapids, Michigan is a city that will constantly surprise and delight you with authentic and and friendly people. Voted one of The New York Times 52 Places to Go in 2017, Grand Downtown Grand Rapids offers a huge range of entertainment, dining, shopping and unforgettable world-class experiences made easy, affordable and friendly,



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