



**BOARD COORDINATOR
GENESEE COUNTY BOARD OF COMMISSIONERS**

1101 BEACH STREET, ROOM 312
FLINT, MICHIGAN 48502

TELEPHONE: (810) 257-3020
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JOSHUA FREEMAN
COORDINATOR

**HUMAN SERVICES COMMITTEE
Wednesday, September 27, 2017 at 9:30 a.m.
AGENDA**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. MINUTES** – September 11, 2017
- IV. PUBLIC COMMENT TO COMMITTEE**
- V. COMMUNICATIONS** – Mark Valacak, Health Officer – report on Engaged Fathers program
- VI. OLD BUSINESS**
- VII. NEW BUSINESS**
 - A. H092717VIIA: GCCARD - Request authorization to accept 2018 contract for Senior Nutrition program – Attached (**ROLL CALL VOTE REQUESTED**)
 - B. H092717VIIB: HEALTH DEPARTMENT – Request to expand membership of The Genesee County Board of Health – Attached
 - C. H092717VIIC: MEDICAL CONTROL AUTHORITY – Request approval of the FY 2017/18 Medical Control Authority Agreement - Attached
- VIII. OTHER BUSINESS**
- IX. ADJOURNMENT**



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HUMAN SERVICES COMMITTEE
Monday, September 11, 2017 at 9:30 a.m.
Minutes



CALL TO ORDER

Chairperson Clack called the Human Services Committee meeting to order at 11:08 a.m.



ROLL CALL

Roll Call.

Present: Clack, Ellenburg, Courts, Young, Cousineau, Henry, Martin.

Absent: Shapiro.

Excused: Nolden.



MINUTES – August 21, 2017

Motion: To approve the August 21, 2017 Human Services Committee minutes as presented

Action: Approve, **Moved by** Cousineau, **Seconded by** Courts.

Motion passed unanimously.



PUBLIC COMMENT TO COMMITTEE

None



COMMUNICATIONS

None



OLD BUSINESS

None



NEW BUSINESS

A. GCCARD –

1. H091117VIIA1: Request approval to enter into agreement with the Michigan TEFAP for the purpose of ordering, warehousing and distributing of USDA Food for (TEFAP) for October 1, 2017 through September 30, 2018
– Attached (**ROLL CALL VOTE REQUESTED**)

Motion: To approve entering into agreement with the Michigan TEFAP for the purpose of ordering, warehousing and distributing of USDA Food for (TEFAP) for October 1, 2017 through September 30, 2018

Action: Approve, **Moved by** Henry, **Seconded by** Ellenburg.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 7).

Yes: Clack, Courts, Cousineau, Ellenburg, Henry, Martin, Young.

Excused: Nolden.



2. H091117VIIA2: Request approval to enter into an agreement with HUD for the renewal of our Samaritan Plus Program – Attached

Motion: To approve entering approval to enter into an agreement with HUD for the renewal of our Samaritan Plus Program

Action: Approve, **Moved by** Young, **Seconded by** Ellenburg.

Motion passed unanimously.



3. H091117VIIA3: Request authorization to accept the 2018 contract between Jewish Community Services and GCCARD's Nutrition Program – Attached (**ROLL CALL VOTE REQUESTED**)

Motion: To authorize acceptance of the 2018 contract between Jewish Community Services and GCCARD's Nutrition Program

Action: Approve, **Moved by** Young, **Seconded by** Ellenburg.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 7).

Yes: Clack, Courts, Cousineau, Ellenburg, Henry, Martin, Young.

Excused: Nolden.



B. HEALTH DEPARTMENT –

1. H091117VIIB1: Request approval to accept the grant from HHS, HRSA for eliminating disparities in perinatal health (Healthy Start) – Attached

Motion: To approve acceptance of the grant from HHS, HRSA for eliminating disparities in perinatal health (Healthy Start)

Action: Approve, **Moved by** Young, **Seconded by** Courts.

Motion passed unanimously.



2. H091117VIB2: Request authorization for overnight travel for Bradlee Snyder to attend 2017 CILC Cohort 3 Kickoff training to be held October 24-26, 2017 in Salt Lake City, Utah – Attached

Motion: To authorize overnight travel for Bradlee Snyder to attend 2017 CILC Cohort 3 Kickoff training to be held October 24-26, 2017 in Salt Lake City, Utah

Action: Approve, **Moved by** Henry, **Seconded by** Young.

Motion passed unanimously.



3. H091117VIB3: Request authorization for overnight travel for Sheila Moore to attend the 2017 SNS Preparedness Course October 15-21, 2017 in Anniston, Alabama – Attached

Motion: To authorize overnight travel for Sheila Moore to attend the 2017 SNS Preparedness Course October 15-21, 2017 in Anniston, Alabama

Action: Approve, **Moved by** Young, **Seconded by** Cousineau.

Motion passed unanimously.



4. H091117VIB4: Request approval to use office space in the basement of the County Administration Building that was formally occupied by the Friend of the Court. This space will be utilized by staff working on the Healthy Start Lead Expansion Grant - Attached

Motion: To approve the use of office space in the basement of the County Administration Building that was formally occupied by the Friend of the Court. This space will be utilized by staff working on the Healthy Start Lead Expansion Grant

Action: Approve, **Moved by** Henry, **Seconded by** Courts.

Commissioner Young stated that this was used by the Health Department before. This will be contingent on what we end up getting worked out as far as any staffing needs through this collaboration with the potential partners that we have with the Healthy Start program.

Motion passed unanimously.



OTHER BUSINESS

Commissioner Henry asked where the travel in Alabama is. What if that City is underwater? Commissioner Martin advised that the travel is not until October.



ADJOURNMENT

Motion: To Adjourn **Action:** Adjourn, **Moved by** Young, **Seconded by** Ellenburg.
Motion passed unanimously.

Chairperson Clack adjourned the Human Services Committee meeting at 11:15 a.m.

Transcribed by:
Melissa S. Bishop
Administrative Secretary



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 Svcs Asst. Director


Andre Strater
Asst. Director

Matthew Odette
Home Maint. Asst. Director

Kelli Webb
Head Start Director

M E M O R A N D U M

TO: Brenda Clack, Chairperson, Human Services Committee

FROM: Matthew Purcell, Executive Director 

SUBJECT: Request Authorization to Accept 2018 Contract for Senior Nutrition Program

DATE: September 27, 2017

Background Information:

Genesee County Community Action Resource Department (GCCARD) Senior Nutrition Program has received from Valley Area Agency on Aging (VAAA) through Michigan Aging and Adult Services Agency (AASA) its 2018 contract to service the Home Delivered and Congregate Meal Programs. Contract dates are October 1, 2017 through September 30, 2018.

The funding for this year is: \$317,864 for Congregate and \$1,177,155 for Home Delivered Meals. This funds the VAAA portion of the Senior Nutrition Program at a total of \$1,495,019.00.

Requested Action:

Genesee County Community Action Resource Department (GCCARD) requests review and approval of the aforementioned by **roll call vote** due to time constraints.

MP:TT/sg



VALLEY AREA AGENCY ON AGING

NOTIFICATION OF CONTRACT AWARD

\$ 1,495,019

PROJECT IDENTIFICATION NUMBER

GCCARD-2018

TYPE OF CONTRACT OR ACTION

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

PROJECT YEAR OF THIS CONTRACT

FY- 2018

INCORPORATION STATUS

Public

TAX ID # 38-6004849

FISCAL YEAR FROM WHICH FUNDS AWARDED

FY 2018

APPROVED PROJECT PERIOD

FROM: 10/01/2017 TO: 09/30/2018

SUBCONTRACTOR

NAME: Genesee County Community Action
Resource Department

ADDRESS: 601 N. Saginaw Street, Suite 1B
Flint MI 48502

PHONE: (810) 235-3567

SUBGRANTEE

NAME: Valley Area Agency on Aging

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

PHONE: (810) 239-7671

SERVICE AREA ☒ Genesee County ☐ Lapeer County ☐ Shiawassee County

CONTRACT SUMMARY

	Service Category	Amount	Clients	Units
1	Congregate Meals (includes <i>estimated</i> NSIP)	\$317,864	944	59,526
2	Home Delivered Meals (includes <i>estimated</i> NSIP)	\$1,177,155	873	283,652

COMPUTATION OF CONTRACT

Services		Congregate Meals	Home Delivered Meals			
VAAA Share		\$248,335	\$750,595			
NSIP (<i>estimated</i>)		69,529	426,560			
Required Local Match	Cash	0	0			
	In-kind	66,139	208,611			
Estimated Program Income		0	0			
Total		\$384,003	\$1,385,766			
Other Resources		\$21,167	\$97,766			

* See # 6 of additional conditional conditions

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

- Unless revised, the amount in "VAAA Share", "COMPUTATION OF CONTRACT," will constitute a ceiling for the Area Agency on Aging participation in the approved cost.

2. The AAA share of APPROVED COST is earned only when the cost is accrued and the non-federal share of the cost has been contributed. The receipt of AAA funds (either through advance or reimbursement) does not constitute earning of these funds.
3. If the actual cost is less than the amount in "Total," "COMPUTATION OF CONTRACT," the AAA and non-federal shares will be:

AAA Federal/State: 80% Local: 20%

4. Assuming satisfactory progress, adequate justification, and the availability of funds, the AAA share will meet:

\$ 1,495,019

5. Funds herein awarded will remain available during the length of the project period unless State/Federal funding to AAA is modified.
6. Other conditions: Program Income must be used to supplement the nutrition programs. GCCARD
shall report all program income to VAAA and how the income was used to
Supplement the nutrition programs.

ACCEPTANCE SIGNATURES

Subgrantee: Valley Area Agency on Aging

_____	VAAA Board Chair	_____
Authorized Signature	Title	Date
_____	VAAA Board Treasurer	_____
Authorized Signature	Title	Date

Subcontractor:

_____	_____	_____
Authorized Signature	Title	Date

VALLEY AREA AGENCY ON AGING

CONTRACT

THIS CONTRACT, entered into on this 1st day of October, 2017 by the Valley Area Agency on Aging (herein after referred to as "VAAA"), located in Flint Michigan

And

Genesee County Community Action Resource Department
(hereinafter referred to as "SUBCONTRACTOR")

STATES AND WITNESSES THAT:

WHEREAS, VAAA has entered into a contract with the Aging and Adult Services Agency (AASA) of the State of Michigan for a grant for the planning and development of regional services to the aging within the counties of Genesee, Lapeer and Shiawassee, pursuant to Title III of the Older Americans Act of 1965, and Amendments of 1970, 1973, 1975 and 1978; and

WHEREAS, VAAA has accepted the Application for Project Contract GCCARD-2018 Submitted by the Subcontractor to provide services to the aging in the target area(s) of: Genesee County.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subcontractor agrees to perform in a manner satisfactory to the Valley Area Agency on Aging those services set forth in, and abide by the specifications of, the Operational Guidelines & Standards. (Attachment A).

The Subcontractor will serve a minimum of:

<i>Service</i>	<i>Unduplicated Clients</i>	<i>Units of Service</i>
Congregate Meals	944	59,526
Home Delivered Meals	873	283,652

<i>Service</i>	<i>Low-Income Seniors</i>	<i>Minority Seniors</i>	<i>Frail/Disabled Seniors</i>
Congregate Meals	264	302	312
Home Delivered Meals	244	279	288

2. TIME OF PERFORMANCE

A Subcontractor agrees to begin provision of services on 10/01/2017 and to continue to provide services until 09/30/2018.

B The Project Period for which the Subcontractor shall be eligible to receive funds from VAAA is from 10/01/2017 to 09/30/2018.

3. PROBATION, SUSPENSION, OR TERMINATION

A Probation

- 1 When a subcontractor has failed to comply with the terms of a contract, VAAA may place the subcontractor operations on probation, in whole or in part.

- 2 VAAA may commence probation upon the Subcontractor's receipt of written notice of violations cited by VAAA.
- 3 The notice of probation shall contain reasons for probation, any corrective action required of the Subcontractor, the effective date, and must note the right of the Subcontractor to appeal the decision.
- 4 During the probationary period, the Subcontractor will receive reimbursement for expenses incurred as part of the contract.
- 5 If, during the probationary time frame, the Subcontractor does not comply with the corrective actions, suspension or termination may be elected.

B Contract Suspension

- 1 When a Subcontractor has failed to comply with the terms of the contract, VAAA may suspend support for the Subcontractor operations, in whole or in part. Support for any part shall automatically be terminated when it has been suspended for more than ninety (90) days.
- 2 To suspend Subcontractor operations, VAAA must notify the Subcontractor in writing of the action being taken, the reason(s) for such action, the effective date, and the conditions of the suspension. This notice must be given at least ten (10) days prior to the effective date of the suspension and must note the right of the subcontractor to appeal such decision.
- 3 Under extreme conditions (danger to older persons or improper use of funds), immediate notice of suspension may be given.
- 4 New obligations incurred by the Subcontractor during the suspension period will not be allowed unless VAAA expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Subcontractor could not reasonably avoid during the suspension period will be allowed if they result from obligations properly incurred by the Subcontractor before the effective date of the suspension and not in anticipation of suspension or termination.
- 5 In suspending contract operations, VAAA shall determine the amount of unearned funds the Subcontractor has on hand, anticipated length of suspension, the extent of operations suspended, and the amount of the fund balance on hand to determine whether VAAA should require the balance to be returned.
- 6 VAAA may reinstate the suspended contract operations if it determines conditions warrant such action. Such reinstatement shall be made by issuance of a new statement of award.
- 7 VAAA financial participation in reinstated contract operations may resume immediately upon reinstatement, but not for any costs incurred for those contract operations while they were suspended. The obligational authority unearned at the time of suspension may again become available for earning at previously-established matching ratio, unless VAAA reduces the amount of the contract.

C Contract Termination

- 1 For adequate cause, VAAA may terminate support for a contract prior to the end of an approved 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.
- 2 To terminate funding of a contract, VAAA must notify the Subcontractor in writing at least thirty (30) days prior to the effective date of termination and the reasons for such action. This notice must specify any reports to be completed, the right of the Subcontractor to appeal, and the procedures to be followed for the appeal.
 - 3 Under extreme conditions, immediate termination may be completed (e.g., gross negligence, misappropriation of funds, etc., are considered extreme conditions.)
 - 4 When financial support of a contract terminates on completion of the approved 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.
 - 5 When a contract is terminated or completed, equipment and supplies purchased with budget funds must be disposed of, in accordance with procedures prescribed by 45 CFT, Part 74, Subpart O (74.139). Any funds realized from the sale of such equipment or supplies is an adjustment to the projected cost.
 - 6 The Subcontractor may terminate the contract upon thirty (30) days written notice to VAAA at any time prior to the completion of the contract for adequate cause.
 - a. When the contract is concluded or terminated, the Subcontractor shall provide VAAA, within thirty (30) days after the conclusion or termination, with all financial, performance, and other reports required as a condition of the contract. VAAA shall make payments to the Subcontractor for allowable reimbursable costs not covered by the previous payments. The Subcontractor shall immediately refund to VAAA any payments or funds advanced to the Subcontractor in excess of allowable reimbursable expenditures.
 - b. The Subcontractor shall notify VAAA in writing if its intent to pursue a claim against VAAA for breach of any terms of the contract. No suit may be commenced by the Subcontractor for breach of the contract prior to the expiration of sixty (60) days from the date of such notification. Within this sixty (60) day period, the Subcontractor, at the request of VAAA, must meet with the Director of VAAA for the purpose of attempting resolution of the dispute.

D Opportunity for Hearings

In the event of contract probation, suspension, or termination, the Subcontractor may utilize the VAAA appeal hearing process. If the VAAA appeal hearing process has been completed, with the decision rendered in writing, Subcontractor may appeal the VAAA decision to AASA within thirty (30) days of receiving the written notification.

- 1 Appeal Procedure. Any party having the right to appeal shall submit a written request to appeal to the Director, 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).
- 3 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.
- 4 The Michigan Commission on Services to the Aging may dismiss an appeal under any of the following circumstances:
 - a. The request is withdrawn by the appellant through written notice before a final decision is issued.
 - b. The appellant fails to appear, or to be represented, at the scheduled hearing without a request for delay or postponement.

Written notice will be given by the Director to the appellant stating the reasons for dismissal.

- 5 During the hearing procedures, the parties shall be given an opportunity to present oral and written arguments on pertinent issues, to bring witnesses, to present evidence, and to question any testimony or evidence including cross-examination of witnesses.
- 6 Upon completion of the hearing, the Hearings Panel will develop a written finding of facts and recommendations to be presented to the Michigan Commission on Services to the Aging (MCSA) at its next regularly-scheduled meeting. The MCSA will make the final decision regarding the appeal. A decision will be rendered within 60 days of completion of the hearing.
- 7 Written notice of the decision will be provided to all parties, by the Director, within seven (7) calendar days of Commission action regarding the decision.
- 8 Decisions made by the Commission on Services to the Aging, in accordance with this procedure, shall be the final agency decision.
- 9 Appeals Beyond Commission Action. The appellant may elect to file suit in a Circuit Court if the requested relief has not been granted through the above administrative appeal process [Rule 615(b).]

4. CONTRACT AMENDMENTS

- A This contract contains all terms and conditions agreed upon by the parties; no other understanding, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or bind any of the parties hereto.

- B Material changes which substantially affect the character of this contract shall be subject to approval of the Valley Area Agency on Aging. Such substantive changes shall include:
- 1 Significant changes in the project objectives, including projections of clients or units;
 - 2 Any addition of a new service category or deletion of an existing service category;
 - 3 A change in the cost-sharing ratio or a change in the type of match;
 - 4 A change in the project period and budget year dates;
 - 5 A budget transfer of more than twenty (20) percent or \$1,000, whichever is greater, from any single approved service category;
 - 6 Supplemental awards; and/or
 - 7 Other changes, as specified by VAAA policy.
- C If, for any cause, alterations or changes take place in the rules, regulations, laws, or policies to which VAAA must comply, or if there is any termination or reduction in the allocation funds provided to VAAA, the VAAA shall have the right to terminate or reduce the amount paid to the Subcontractor. Termination or reduction in the amount to be paid shall take effect immediately upon receipt of written notice to the Subcontractor, unless a different effective date is specified in the notice. A copy of policy, law, rule and regulation changes shall be provided to the Subcontractor upon request.
- D Minor administration revisions made for the purpose of facilitating implementation of the project shall not require approval of the VAAA; however, Subcontractor agrees to submit such proposed revisions to VAAA with necessary justification and documentation. Requests for budget line item transfers within a service category, or a budget transfer of less than twenty (20) percent, or \$1,000, whichever is greater, in a service category should be viewed as administrative revisions, and VAAA shall be notified.

5. REPORTS AND INFORMATION

- A Fiscal Records. Subcontractor agrees to keep all necessary accounting records, journals, ledgers, etc., as may be required for the accurate accounting of all monies received and disbursed by it, as well as all matching local and in-kind funds received by it. It is understood and agreed by the Subcontractor that these records may be inspected and audited at any time VAAA deems necessary, in accordance with federal laws and regulations.
- B Program Records. Subcontractor agrees to keep accurate records of all services performed in accordance with the requirements of VAAA and to use such forms and systems as VAAA may specify for the accurate and efficient performance and accounting of services and the assimilation of essential data and to make available to VAAA such records and reports as may be required by VAAA.
- C Examination and Maintenance of Records. The Subcontractor shall permit VAAA, 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.
- 1 Access shall also be granted to the facilities being utilized at any reasonable time to observe the operation of the program. The Subcontractor shall retain all books, records, or other documents relevant to the contract for three (3) years after final payment, at Subcontractor's cost, and federal auditors and any persons duly authorized by VAAA shall have full access to and the right to examine and audit any of the material during this period. If an audit is initiated prior to the expiration of the three (3) year period and extends past that

period, all documents shall be maintained until the audit is completed. VAAA shall provide findings and recommendations of audits to the Subcontractor.

- 2 VAAA shall adjust future payments or final payment if the findings of the audit indicate overpayment to the Subcontractor in the period prior to the audit. If payments are due and owing VAAA, the Subcontractor shall immediately refund all amounts which may be due VAAA. If a contract is terminated, and after final payment and audit, the Subcontractor received overpayment, the Subcontractor shall immediately refund all amounts due VAAA.

D Subcontractor agrees to deliver to VAAA reports which shall include, but not be limited to:

- 1 A project **monthly report**, completed and delivered to VAAA staff by the tenth (10th) calendar day of each month, which shall contain output measure data and other monthly information requested for the preceding calendar month. The specific information to be given and format to be used shall be determined by VAAA staff. VAAA staff shall have the right to modify the specific information requirements and/or format as long as such modifications are reasonably within the scope of the project and the contracted cost base and as long as the Subcontractor is notified one (1) month in advance of the due date of the reports.
- 2 A project **quarterly report**, completed and delivered to VAAA staff within ten (10) days following the last day of each quarter. The specific information to be given and format to be used shall be determined by VAAA staff. VAAA staff shall have the right to modify the specific information requirements and/or format as long as such modifications are reasonably within the scope of the project and the contracted cost base and as long as the Subcontractor is notified one (1) month in advance of the due date of the reports.
- 3 A **cash request**, constructed and delivered to VAAA staff by the tenth (10th) calendar day of each month.
- 4 A quarterly **financial report**, constructed and delivered to VAAA staff by the tenth (10th) 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. LIMITS OF LIABILITY

- A All liability to third parties, loss or damage as a result of claims, demands, costs or judgments arising out of activities, such as direct service delivery and management decisions, to be carried out by the Subcontractor in the performance of this Contract, shall be the responsibility of the Subcontractor, and not the responsibility of the VAAA or 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

- 1 VAAA agrees to pay the Subcontractor up to the amount of \$ 1,495,019
\$317,864 (Three Hundred Seventeen Thousand Eight Hundred Sixty-Four Dollars)
for Congregate Meals - and
\$1,177,155 (One Million One Hundred Seventy- Seven Thousand One Hundred Fifty-Five Dollars) for

Home Delivered Meals

full and complete compensation, for the Subcontractor's costs and expenses incurred, as applicable, to
Provision of services under this contract, for the period of 10/01/2017 through 09/30/2018

- 2 Subcontractor agrees that VAAA may initiate fiscal audit and review at the end of the first three (3) month period of the term of this contract and at the end of each subsequent three (3) month period to determine actual project cost and effectiveness of services provided under this contract by Subcontractor. In the event such audit and review indicates irregularities, inequities, or failure to perform in accordance with this contract, this contract will become subject to renegotiation within ten (10) days after completion of audit and review.
- 3 VAAA will have the right to withhold funds or to void this contract in its entirety should Subcontractor be unable or unwilling to correct such irregularities, inequities or performance failures, as revealed by the audit and review upon its giving thirty (30) days written notice of its intention to do so.
- 4 It is further expressly understood and agreed that no sums paid by VAAA to Subcontractor under this contract will be used in any manner or to purchase any services or to satisfy any debts not specifically incurred as a result of services performed under this contract within the period this contract is in effect.
- 5 Donations and other income generated by the delivery of services shall be considered program income. Funds generated under program income are to be retained by the Subcontractor and used in accordance with the additive alternative. Under this alternative, all program income accrued by a Subcontractor is to be used for allowable costs of the project or program through which it was generated to increase or expand the services offered during the contractual period.
- 6 VAAA may suspend or terminate payment, in whole or in part, for cause by giving written notice to Subcontractor by registered mail, return receipt requested, at least ten (10) calendar days in advance of such suspension, specifying the reason or reasons therefore.
 - a. It is further understood and agreed that the Subcontractor shall receive compensation, as herein provided, for all work satisfactorily completed prior to the expiration date of the contract.
 - b. Cause for non-compensation may include any of the following:
 - 1 Ineffective or improper use of funds;
 - 2 Failure to comply with provisions or covenants or obligations of this contract;
 - 3 Submittal of reports to VAAA which are incorrect or incomplete in any material respect or failure to submit timely reports, as required under this contract; or
 - 4 If, for any reason, the carrying out of this contract is rendered improbable or nonfeasible, as determined by VAAA or the 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.
- 2 Where the Subcontractor has satisfied VAAA staff that it is financially unable to perform its obligations under the contract on a reimbursement basis, VAAA may permit such a Subcontractor to be compensated through the following advance payment method: Within ten (10) days after execution of the contract, the Subcontractor shall submit to VAAA staff a detailed forecast of expenses expected to occur in the first month. After the initial advance, all other payments will be made on reimbursement basis. Every expenditure transacted with said advance funds shall be documented in the same manner as is required by VAAA staff for

release or disbursement of reimbursement funds. Such documentation shall be delivered to VAAA staff before any further requisition for advance funds shall be considered.

- 3 No money under this contract shall be disbursed except upon receipt of the monthly cash request and specifications of performance which shall include such information and documentation thereof as VAAA staff shall require and shall specifically satisfy those requirements set out in this contract and with regard to accounting and fiscal matters to the extent they may be applicable.
- 4 VAAA shall make all payments payable to the Subcontractor for deposit only to such bank account as the Subcontractor shall designate to VAAA staff prior to the payment of any sums to the Subcontractor under this contract.
- 5 VAAA shall maintain accurate and current records of the payments made and the sources of such payments.
- 6 The Subcontractor and VAAA shall be responsible for fiscal planning to detect over or underspending for implementation of reprogramming funds. Accurate fiscal reporting should coincide with the budget developed. The budget should be well planned so it can be used as a guide for spending.
- 7 Any funds received in excess of expenditures under the contract must be rebudgeted by the program, with VAAA approval. Such funds may be used either to expand the number of units of service to be provided or to enhance the provider's ability to operate under the contract. Final reimbursement for any fiscal year may be reduced to ensure compliance with this requirement. This provision is to support the intent of the Older Americans Act and the Michigan Nonprofit Corporation Act to have grant funds and program income be used for expansion of service operations. A nonprofit organization may earn profit under such a contract. However, revenue in excess of expenditures must be used by the organization to maintain or expand the service program.
- 8 Reprogramming will be considered by VAAA when underspending is at least ten (10) percent below the planned expenditures for the period.

C Maximum Compensation

- 1 It is expressly understood and agreed that in no event will the total amount be paid to Subcontractor by VAAA for all services to be performed under this contract budget exceed the maximum sum of
\$ 1,495,019
- 2 The amount paid to Subcontractor by VAAA shall not exceed eighty percent (80%) of the total contract, which shall not include resources designated in the budget as "Other Resources."

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

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.

- 6 The Subcontractor has a commitment to identify participant needs and establish linkages for delivery of needed services.
- 7 The Subcontractor will demonstrate effective planning for progressive program maintenance through its own resources.
- 8 Subcontractor must publicize services to all potential referral sources. Subcontractor shall ensure that referral agencies are provided with the minimum eligibility criteria per service to satisfactorily refer clients.

C Staffing

- 1 The Subcontractor is willing to employ staff who reflect the makeup of the primary service population.
- 2 The Subcontractor will not discriminate in its employment policies as to race, age, or sex, but will, as appropriate, reach out to employ people age 60+.
- 3 The Subcontractor will provide supervision for the proposed program, specify supervisory responsibilities, and the amount of time to be allocated to such responsibilities.
- 4 The Subcontractor's personnel policies are compatible with those of the local government and, where applicable, of the state, as well as federal government. Contractors which are local public agencies and have some or all of the responsibilities for planning, coordination, administration, and evaluation, shall apply the Merit System Standards (45 CFR, Part 70). These Contractors shall also comply with E.O. 11246, the Copeland Act, the Davis-Bacon Act, and/or the Contract Work Hours and Safety Standards Act.
- 5 Bilingual personnel must be available in areas where non-English or limited English-speaking persons constitute five percent (5%) of the senior population or number 1,000 seniors, whichever is less. Each program shall provide, or have access to, multi-lingual staff in order to interpret for persons with Limited English Proficiency (LEP) at no cost to the client, and shall translate written documents to reflect LEP as part of its overall language assistance program.

D Training

- 1 The Subcontractor will include its staff in appropriate orientation and training programs as given by VAAA.
- 2 The Subcontractor is willing to include staff of VAAA in its own orientation and training programs.

E Evaluation

- 1 The Subcontractor will assist VAAA in reporting and/or research requirements.
- 2 The Subcontractor will use those official forms required by VAAA to provide data on the proposed programs. Such data may include records of service provided, monies received from participants, attendance, etc.
- 3 The Subcontractor shall assist VAAA in conducting assessments of contract compliance and program progress.
- 4 The Subcontractor will allow inspection and audit of records to the supported program, in accordance with Federal and State regulations.

F Inter-Agency Relations

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

- 2 The Subcontractor will maintain effective liaison with VAAA to ensure maximum benefits of the program to those aged with the greatest social economic need.
- 3 Subcontractor shall cooperate in the AAA's efforts to coordinate services among service providers.
- 4 The Subcontractor will permit designated staff of VAAA to participate ex-officio in Advisory Councils, community groups, and committees created for and specifically relating to the proposed program.

G Public Relations

- 1 The Subcontractor is willing to participate in program promotion through the various news and public information media and to utilize means of publicity most effective in reaching those in greatest economic and social need.
- 2 Any book, reports, pamphlets, papers, articles, films, slides, or other materials, based on activities specified herein shall contain an acknowledgement of support of funds through the Valley Area Agency on Aging, with the following statement, or one of similar substance: "This service is funded by the Valley Area Agency on Aging, under authority of Title III of the Older Americans Act and in compliance with Title VI of the Civil Rights Act."
- 3 VAAA, 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.
- 4 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

- 1 Each party to this Contract covenants that it will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges or employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same nondiscrimination assurances from any subcontractor who may be used to carry out duties described in this Contract. Breach of this covenant shall be regarded as a material breach of this Contract.
- 2 Further, the Subcontractor shall comply with all other federal, state, or local laws, regulations, and standards, and any amendments hereto, as they may apply to the performance of the contract.
- 3 The Subcontractor shall not refuse to provide services for the reasons mentioned above.
- 4 Elderly members of the Native American tribes and organizations in the greatest economic or social need within the Subcontractor's service area will receive funded services equivalent to the services to be received

by non-Native American elderly residents.

- 5 The Subcontractor shall ensure that no person over the age of 60 is denied participation in services on the grounds of race, color, or national origin, and shall otherwise ensure compliance with Title VI of the Civil Rights Act of 1964.
- 6 The Subcontractor shall clearly post signs at locations where services are delivered, in English and other languages, as may be appropriate, indicating non-discrimination in hiring, employment practices, and provision of services.
- 7 Subcontractor certifies that it is not suspended or debarred nor are its principals suspended or debarred from Federal Procurement or Non-procurement Programs.

J Subcontracts

- 1 The Subcontractor shall not assign the contract or enter into subcontracts to the contract with additional parties without obtaining prior written approval of VAAA.
- 2 Assignees or subcontractors shall be subject to all conditions and provisions of the contract.
- 3 The Subcontractor shall be responsible for the performance of all 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

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:

- 1 Title VI of the Civil Rights Act of 1964 (Pub. L.88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.
- 2 Section 504 of the Rehabilitation Act of 1973 (Pub.L.93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.
- 3 Title IX of the Educational Amendments of 1972 (Pub.L.92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services, (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.
- 4 The Age Discrimination Act of 1975 (Pub.L.94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.

The Provider Agency agrees that compliance with this assurance constitutes a condition of continued receipt of Federal Financial assistance, and that it is binding upon the Provider Agency, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Provider Agency by the Department, this assurance shall obligate the Provider Agency, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Provider Agency for the period during which it retains ownership or possession of the property. The Provider Agency further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person or persons whose signature(s) appear(s) below is/are authorized to sign this assurance, and commit the Provider Agency to the above provisions.

Form HHS-690(05/97)

Signature of Provider Agency Representative

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 has or will implement and/or maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the integrity and confidentiality of all protected health information that it receives or possesses from the Department.

Whereas, Business Associate further agrees to and will protect all protected health information against reasonably anticipated threats or hazards to the security or integrity of the information and unauthorized uses or disclosures of the information.

NOW, THEREFORE, the parties agree as follows:

- 1 BUSINESS ASSOCIATE does hereby assure the Department that BUSINESS ASSOCIATE will appropriately safeguard protected health information made available to or obtained by BUSINESS ASSOCIATE.
- 2 In implementation of such assurance and without limiting the obligations of BUSINESS ASSOCIATE otherwise set forth in this Agreement or imposed by applicable law, BUSINESS ASSOCIATE hereby agrees to comply with applicable requirements of law relating to protected health information and with respect to any task or other activity that BUSINESS ASSOCIATE performs on behalf of the Department to the extent the Department would be required to comply with such requirements.
- 3 The agreement of BUSINESS ASSOCIATE set forth in items 1 and 2 above, and the additional provisions relating to permitted and required uses and disclosures thereof that shall be from time to time provided to BUSINESS ASSOCIATE by the Department in accordance with applicable law constitute a contract between the Department and BUSINESS ASSOCIATE establishing the permitted and required uses and disclosures of such protected health information by BUSINESS ASSOCIATE.

- 4 In amplification and not in limitation of the provisions of this Agreement, including this Section of this Agreement, BUSINESS ASSOCIATE agrees that it will:
- a Not use or further disclose such information other than as permitted or required by this Agreement.
 - b Not, except as necessary for the proper management and administration of the BUSINESS ASSOCIATE and for the performance of BUSINESS ASSOCIATE'S duties under this Agreement use, reproduce, disclose, or provide to third parties any confidential documents or information relating to the Department or patients of the Department, without the prior written consent or authorization of the Department or of the Department's patients. If BUSINESS ASSOCIATE uses such information for the purposes set forth above, it will do so only if the disclosure is required by law or if BUSINESS ASSOCIATE obtains reasonable assurances from the person(s) to whom the information is disclosed that the information disclosed will be held in confidence and will be use for further disclosed only as required by law or for the purpose for which BUSINESS ASSOCIATE disclosed it to the person(s). BUSINESS ASSOCIATE shall also ensure that the person(s) to whom BUSINESS ASSOCIATE so discloses information notifies the Department of any instances of breach of confidentiality of which such person is aware.
- 5 BUSINESS ASSOCIATE shall ensure that its personnel, employees, affiliates and agents maintain the confidentiality of patient health information and business information of the Department. BUSINESS ASSOCIATE shall secure confidentiality agreements from its personnel on forms approved by the Department and shall provide such agreements to the Department upon request.
- 6 BUSINESS ASSOCIATE shall not use or further disclose the information in a manner that would violate the requirements of applicable law if done by the Department.
- a Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Health Department, as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by the Department or the minimum necessary policies and procedures of the Department.
- 7 BUSINESS ASSOCIATE shall use appropriate safeguards to prevent use or disclosure of such information other than as provided for by this Agreement.
- 8 BUSINESS ASSOCIATE shall report to the Department any use or disclosure of such information not provided for by this Agreement of which BUSINESS ASSOCIATE becomes aware.
- 9 BUSINESS ASSOCIATE shall ensure that any subcontractors or agents to whom BUSINESS ASSOCIATE provides protected health information received from the Department agree to the same restrictions and conditions that apply to BUSINESS ASSOCIATE with respect to such information. BUSINESS ASSOCIATE shall provide copies of such agreements to the Department upon request.
- 10 BUSINESS ASSOCIATE shall make available protected health information in accordance with applicable law.
- 11 BUSINESS ASSOCIATE shall provide individuals who are the subject of protected health information received from the Department their rights as made applicable to business associates of covered entities.
- 12 BUSINESS ASSOCIATE shall maintain standard records pursuant to this agreement and to provide such records and other necessary information to the Department as may be requested or required in writing and as permitted by law. BUSINESS ASSOCIATE agrees that all records kept in connection with this Agreement are subject to review and audit by the Department upon reasonable notice and written request by the Department.
- 13 Make BUSINESS ASSOCIATE'S internal practices, books, and records relating to the use and disclosure of protected health information received from the Department available to the Secretary of DHHS for purposes of determining the Department's compliance with applicable law (in all events, BUSINESS ASSOCIATE shall immediately notify the

Department upon receipt by BUSINESS ASSOCIATE of any such request and shall provide the Department copies of any such materials.)

- 14 Upon termination of this Agreement by either party for any reason, BUSINESS ASSOCIATE shall return or destroy all protected health information received from the Department that BUSINESS ASSOCIATE still maintains in any form and all copies thereof, shall retain no copies of such information, and shall remain obligated not to use, disclose, or provide such information to third parties unless and until otherwise required to do so by law.
- 15 BUSINESS ASSOCIATE shall incorporate any amendments or corrections to protected health information when notified pursuant to applicable law.
- 16 BUSINESS ASSOCIATE agrees to indemnify and hold harmless the Department, its Board of Directors, officers, agents, employees, and personnel ("Indemnified Party") from and against any and all claims, demands, suits, losses, causes of action, or liability that the Indemnified Party may sustain as a result of the BUSINESS ASSOCIATE'S breach of its duties or the indemnifying party's errors or omissions within the terms of this Agreement or vicarious liability of the Department for any act or conduct of the BUSINESS ASSOCIATE adjudged to constitute fraud, misrepresentation, or violation of any law, including violation of any statute or regulation applicable to the conduct of the BUSINESS ASSOCIATE provided pursuant to this Agreement. This indemnification shall include reasonable expenses, including attorney's fees incurred by defending such claims and damages incurred by reason of the indemnifying party's failure to comply with applicable laws, ordinances, and regulations or for damages caused by the indemnifying party.
- 17 Without limiting the rights and remedies of the Department elsewhere set forth in this Agreement or available under applicable law, the Department may terminate this Agreement without penalty or recourse to the Department if the Department determines that BUSINESS ASSOCIATE has violated a material term of the provisions of this Agreement.
- 18 BUSINESS ASSOCIATE agrees that this Agreement may be amended from time to time by the Department if and to the extent required by the provisions of 42 U.S.C. 1171 *et seq.* enacted by the HIPAA and regulations promulgated thereunder in order to assure that this Agreement is consistent therewith.
- 19 In the event of an inconsistency between the provisions of this Agreement and the mandatory provisions of HIPAA and the Privacy Rule, as amended, HIPAA and the Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA and the Privacy Rule, but are none the less permitted by HIPAA and the Privacy Rule, the provisions of this Agreement shall control.

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

SIGNATURE PAGE
for

OLDER AMERICANS ACT CONTRACT
Between

VALLEY AREA AGENCY ON AGING
And

AGENCY NAME: GCCARD

This Older Americans Act Contract covers fiscal year 2018. This contract covers the period of October 1, 2017 through September 30, 2018.

This Older Americans Act Contract becomes valid upon approval by the VALLEY AREA AGENCY ON AGING BOARD OF DIRECTORS.

This Older Americans Act Contract Signature Page **MUST** be filled and signed by the AUTHORIZED AGENCY REPRESENTATIVE, VAAA BOARD CHAIRPERSON, and the VAAA BOARD TREASURER.

The Signatories below acknowledge that they have reviewed the entire contract including all budgets, assurances and appendices/addendums which may apply and that the Signatories commit to all provisions and requirements as outlined in the contract.

Signature Section:

Authorized Signature Contracting Agency

Date

Title

VAAA Board Chair

Date

VAAA Board Treasurer

Date

OLDER AMERICANS ACT CONTRACT DOCUMENTS REFERENCED BY THE SIGNATURE PAGE

Acceptance Signatures

- Notification of Contract Award; page 2
- Contract; page 15

Assurances

- Civil Rights Act of 1964; page 16

Addendums:

- Addendum A – Business Associate Agreement; page 19

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Signature Section:

_____ Authorized Signature Contracting Agency	_____ Date
_____ Title	
_____ VAAA Board Chair	_____ Date
_____ VAAA Board Treasurer	_____ Date

OLDER AMERICANS ACT CONTRACT DOCUMENTS REFERENCED BY THE SIGNATURE PAGE

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- Contract; page 15

Assurances

- Civil Rights Act of 1964; page 16

Addendums:

- Addendum A – Business Associate Agreement; page 19

Mark Valacak, MPH
Health Officer



Gary K. Johnson, MD, MPH
Medical Director

MEMORANDUM

To: Brenda Clack
Chairman, Human Services Committee

From: Mark Valacak, M.P.H. *MV*
Health Officer

Date: September 27, 2017

Subject: Request to Expand Membership of Genesee County Board of Health

Requested Action

Board approval and referral by the Health Officer to the appropriate committee of the Board of Commissioners.

Discussion

The Genesee County Board of Health (BOH) has recommends that the Genesee County Board of Commissioners expand the BOH structure to include up to four (4) additional appointees. Two appointees will include one (1) City of Flint employee or official with public health expertise or experience and one (1) resident of Flint with public health knowledge and interest in addressing health inequities. Representation criteria and timing for filling the remaining two (2) slots will be at the discretion of the Board of Commissioners. **No county appropriation is needed.**

Expanded Membership of Genesee County Board of Health RESOLUTION

WHEREAS: It is important that Boards of Health build and strengthen community partnerships through education and engagement to ensure collaboration of all relevant stakeholders in promoting and protecting the community's health.

WHEREAS: The Genesee County Board of Commissioners adopted "Health Equity in All Policies" regulation in 2016, to better understand and address health impacts of policy decisions on specific populations.

WHEREAS: Flint residents' health and wellbeing was compromised as a result of the Flint Water Crisis (2014) and enhanced public health services and health monitoring will be required for decades to come.

WHEREAS: The Genesee County Board of Commissioners has the authority to appoint members to the Genesee County Board of Health, and to determine the size and composition of the Board of Health's membership.

WHEREAS: Five (5) appointed members currently serve on the Genesee County Board of Health, which is lower than an average of 8 members serving on Boards of Health representing communities of similar population, according to the National Association of County and City Health Officers Officials (NACCHO).

WHEREAS: Boards of Health in neighboring Michigan Communities are have representation from more than 5 members (e.g. Ingham County=10 members: Saginaw County = 8 members.)

WHEREAS: The current structure of the Board of Health includes representation from three (3) Genesee County Commissioners, one (1) community physician and one (1) community member with expertise and/or experience in community public health.

WHEREAS: It is desirable and appropriate to assure that Genesee County, Board of Health Membership Structure promotes collaboration and representation of from those best prepared to address the needs of underserved county residents equitably

BE IT RESOLVED: The Genesee County Board of Health recommends that the Genesee County Board of Commissioner expand of the Board of Health structure to include up to four (4) additional appointees. Two appointees will include (1) City of Flint employee or official with public health expertise or experience and one (1) resident of Flint with public health knowledge and interest in addressing health inequities. Representation criteria and timing for filling the remaining two slots will be at the discretion of the Board of Commissioners.

Organization Name: Genesee County Board of Health Number of Members: 5

Contact Person (Print): Mrs. Kay Doerr

Address: 630 S. Saginaw Street, Suite 4, Flint, MI 48502

Phone, Fax, E-mail: Phone (810) 210-8618, Fax (810) 257-3147, e-mail doerrkay@gmail.com

Authorized Signature: Kay Doerr

Date: 9-2-17

Please Print Name: Kay Doerr

Title: Chairperson



OFFICE OF THE PROSECUTING ATTORNEY-CIVIL DIVISION

Genesee County Courthouse
900 South Saginaw Street, Ste. 102
Flint, Michigan 48502-1417
Telephone (810) 257-3050
Fax (810) 257-2715



September 8, 2017

MEMORANDUM

TO: Commissioner Brenda Clack
Chairperson, Human Services Committee (September 27 meeting)

FROM: Celeste D. Bell
Chief Assistant Prosecuting Attorney-Civil Division

RE: FY 2017/18 Agreement with Medical Control Authority

Attached is a copy of the proposed agreement between Genesee County and the Genesee County Medical Control Authority (the "GCMCA"), and the budget approved by the Genesee County Medical Control Board for the GCMCA for fiscal year 2017/18. The GCMCA requests that the County continue its support at the funding level of \$150,000.00, distributed quarterly. This has been the County contribution since FY2011/12. Note that the GCMCA allocation has historically been made from the Emergency Medical Services millage fund so no general fund appropriation is required.

As background, medical control authorities are statutorily created entities that are designated by the Michigan Department of Community Health to provide supervision and coordination of the emergency medical services system of a specific geographic region that may be multiple counties or, as is the case for Genesee County, a single county. See MCL 333.20918 et seq. Oversight is done through a series of state-approved operational and medical treatment protocols. The state does not provide any funding or a mechanism for funding for the activities of the MCA. Each hospital and freestanding surgical outpatient facility within the region meeting certain criteria must be given the opportunity to participate in the planning and development activities of the MCA. The MCA is to be "administered" by the local hospitals that choose to participate, and any participating freestanding surgical outpatient facilities which request participation in such administration.

Requested Action:

- 1) Authorize the proposed agreement and award in the amount of \$150,000; and
- 2) Forward the recommendation and proposed agreement to the Board of County Commissioners for approval.

GENESEE COUNTY MEDICAL CONTROL AUTHORITY

2017-18 BUDGET

REVENUE

Membership Dues	\$293,703
Special Programs	0
Investment Income	100

TOTAL REVENUE	293,803
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EXPENSES

Personnel Expenses:

Salaries	152,965
Fringe Benefits	81,015

Total Personnel Expenses	233,980
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Operating Expenses:

Supplies and Maintenance	1,700
Postage	1,100
Printing	850
Telephone	1,400
Equipment Expense	900
Rent	9,600
Insurance	3,400
Purchased Services	43,000

Total Operating Expenses	61,950
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Administrative Expenses:

Meeting and Travel	3,500
Dues and Subscriptions	250
Contributions and Awards	100
Legal and Professional	3,200
Special Programs	500

Total Admin. Expenses	7,550
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TOTAL EXPENSES	303,480
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EXCESS OF REVENUE OVER EXPENSES	(\$9,677)
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**AGREEMENT BETWEEN
GENESEE COUNTY
and the
GENESEE COUNTY MEDICAL CONTROL AUTHORITY**

This Agreement is between the **County of Genesee**, acting by and through the Genesee County Health Department, 630 S. Saginaw Street, Flint, Michigan 48502, hereinafter referred to as the “the County”, and the **Genesee County Medical Control Authority**, One Hurley Plaza, Flint, Michigan 48503, hereinafter referred to as the “Authority”, for the period of October 1, 2017 through September 30, 2018.

WHEREAS, the Authority provides supervision of the emergency medical services system in Genesee County, pursuant to Part 209 of Michigan’s Public Health Code; and

WHEREAS, the Authority has created an advisory body, the Genesee County Medical Control Board, which by statute must include, at a minimum, representatives of each type of emergency medical services provider and each type of emergency medical services personnel functioning within the Authority’s boundaries; and

WHEREAS, the Authority has requested the County to fund its services, to participate and be represented on the Genesee County Medical Control Board and the Genesee County Medical Control Authority; and

WHEREAS, the County, through the Genesee County Health Department (“the Health Department”), is responsible for disbursing public funds for the purpose of supporting Genesee County’s emergency medical services system; and

WHEREAS, the County acknowledges the financial support being provided by the County Hospitals to the Authority, said financial support being a substantial consideration for the County in entering this agreement;

NOW, THEREFORE, in consideration of the mutual promises made herein, the Parties agree as follows:

The Authority agrees to:

1. Recognize and acknowledge the support of the County to the Authority in all publications and materials.
2. Abide by all federal and state statutes and regulations regarding confidentiality of records.
3. Conduct all procurement transactions involving the use of the funds provided by the County in support of the Authority in the manner that promotes open and free competition.

4. Provide and maintain, during the term of the Agreement, such workers compensation insurance or other insurance as the Authority is required by law to maintain.
5. Permit authorized representatives of the County, the Health Department and/or the Michigan Department of Community Health to review all records of the Authority regarding this Agreement. Any such review shall be conducted only upon reasonable notification and at reasonable times and only when necessary to satisfy audit and monitoring purposes.
6. Not discriminate against any employee or applicant for employment with the Authority with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.
7. Submit for inspection by an authorized representative of the County or the Health Department the Authority's annual budget. The budget shall be developed and approved in accordance with Authority bylaws by July 1 of each year until modified and/or amended pursuant to said bylaws.
8. Make available upon a timely request of an authorized representative of the County or the Health Department a Financial Status Report. The Authority agrees to submit the report to the requesting individual or entity within thirty (30) days after a request for the Financial Status Report is made. The monthly Financial Status Report shall reflect total actual Authority financial expenditures, regardless of the source of funds.
9. Maintain a complete and accurate record of all funds received and expenses incurred, consistent with generally accepted accounting principles; and retain records and other supporting documentation for a period of not less than three years from the date of termination of this Agreement or the date of the final Financial Status Report, whichever is later, or until all audit findings have been resolved.
10. Seek and accept funding and assistance from all hospitals located in Genesee County.
11. Establish a policy that prohibits its employees from using their positions for a purpose that is, or gives the appearance of, a conflict of interest or motivated by the desire for private gain for themselves or others with whom they have family, business or other ties.

12. Hold harmless the County, the Health Department, their boards, officers and employees from any claims, demands, costs or judgments that may be brought against the Authority.
13. Negotiate in good faith amendments to this Agreement for the provision of further services to be provided under the terms of any future legislation enacted by the County regarding emergency medical services.

The County agrees to:

1. Participate as a representative on the Medical Control Board and the Authority.
2. Provide funding in the amount of \$150,000.00 for the one year term commencing October 1, 2017 and ending September 30, 2018, to be paid in four equal payments in the first week of the four quarters.
3. Withdraw its representatives, participation, and funding from the Authority and the Board upon the termination of this Agreement for any reason.

The Parties mutually agree that:

1. The term of this Agreement shall be for one year, commencing October 1, 2017 and ending September 30, 2018.
2. Either Party may terminate the Agreement for any reason by providing sixty (60) days written notice to the other party. Notice shall be forwarded to those persons and/or offices designated in paragraph four of this section and shall not be deemed given until received by the non-terminating party at the location specified. Notices must be certified by mail, return receipt requested, or similar mailing.
3. Upon termination of this Agreement, the Authority shall provide to the Health Department such reports as provided for by this Agreement and/or as required by federal or state statutes and regulations. These reports shall be furnished within sixty (60) days from the effective termination date of the Agreement unless a written agreement providing for an alternative time is entered into between parties.
4. All notices required, including notices of termination, shall be sent as follows:

To the County:
Genesee County Health Department
630 S. Saginaw Street
Flint, MI 48502

To the Authority:
Genesee County Medical Control Authority
One Hurley Plaza
Flint, MI 48503

5. If any portion of this Agreement is held invalid, the remainder of this Agreement shall be unaffected if such remainder would continue to conform to the terms and requirements of applicable law.
6. The foregoing provisions, terms and conditions constitute the entire Agreement between the parties hereto, and such terms and conditions may be modified or altered only by the written Agreement executed by the parties.
7. This Agreement shall be binding upon the parties, their representatives and agents.
8. This Agreement and the duties, responsibilities and obligations contained herein are non-assignable.

COUNTY OF GENESEE

**GENESEE COUNTY MEDICAL
CONTROL AUTHORITY**

MARK YOUNG, Chairperson
Board of County Commissioners

RAYMOND RUDONI, M.D., Chairperson
Genesee County Medical Control Authority

Date: _____

Date: _____