



Lapeer County Board of Commissioners

255 Clay Street, Suite 301
Lapeer, Michigan 48446
Phone: (810) 667-0366
Fax: (810) 667-0369
www.lapeercountyweb.org

COMMITTEE OF THE WHOLE

****COMMISSION CHAMBERS****

September 15, 2022

9:00 A.M.

A-G-E-N-D-A

****Attendance Roll Call; Opening Prayer; and Pledge of Allegiance***

- 1) CONSIDERATION OF THE DRAFT **MINUTES** FROM THE **SEPTEMBER 1, 2022** COMMITTEE OF THE WHOLE MEETING
and
REVIEW OF **OVERNIGHT TRAVEL REQUESTS, GRANT APPLICATIONS**
AND **BUDGET AMENDMENTS** (*distributed and reviewed throughout the meeting*)
and
DEPARTMENT HEAD UPDATES – (As needed, No Action Required)
- 2) **PUBLIC TIME** – Citizens Comments, etc.
- 3) **PROSECUTING ATTORNEY-** Request to Renew the Westlaw Legal Research Contract for 36-months
- 4) **HEALTH DEPARTMENT-** Request to Approve the FY 2022-23 VAAA Contract
- 5) **SHERIFF'S DEPARTMENT-** Request to Purchase a Lap Top Computer for Accident Reconstruction Program
- 6) **ADMINISTRATION-** Request to pay the August Invoice from Shifman Fournier for Labor Related Legal Services
- 7) **FY 2023/2024 BIENNIAL BUDGET UPDATE** (Ongoing Through Adoption)
- 8) **PUBLIC TIME-** Citizens Comments, etc.
- 9) **CLOSED SESSION-** If Needed

ADJOURN -

Upcoming Meetings/Public Hearings/Events:

NEXT FULL BOARD MEETING – 09/22/2022

NEXT C.O.W MEETING – 09/29/22

FOLLOWING FULL BOARD – 10/06/2022

Personnel Committee Meeting – 09/15/2022

Following Tentative Personnel Meeting – 09/29/2022

Tentative Properties Meeting- 09/15/2022



COMMITTEE OF THE WHOLE
September 1, 2022
9:00 a.m.

Vice-Chair Henning called the meeting to order at 9:04 a.m. in the Commission Chambers on the lower level of the County Complex Building. Commissioner Schneider opened the meeting with prayer. The Pledge of Allegiance was recited.

Present: Commissioners Brendan Miller, Lenny Schneider, Bryan Zender, Dyle Henning

Others: Quentin Bishop, County Controller/Administrator, Jackie Arnold, Chief Financial Officer, Lynette Stanford, Secretary/Deputy County Clerk

Absent: Commissioner Rick Warren, Linda M. Jarvis, Gary Roy

Motion by Miller, supported by Zender, to approve the agenda with the deletion of the GLTA Presentation and a closed session. Motion carried.

Motion by Zender, supported by Miller, to approve the minutes from the August 18, 2022 Committee of the Whole Meeting. Motion carried.

Elected Official/Department Head Updates

Jeff Satkowski, Director of Central Dispatch/Director of Emergency Management, gave an update regarding the water main break and the recent detection of lead in the Imlay City water.

Emil Joseph III, Friend of the Court, gave an update regarding his department.

Public Time – 8 people spoke during public time.

Motion by Zender, supported by Schneider, pursuant to motion 282-22 of the August 25, 2022 Regular Board Meeting, giving the Committee of the Whole the authority to act, which shall include forwarding the motion to the next regular meeting to be entered into the record, to approve the purchase of service with Lapeer County Kids in New Direction (KIND), to provide services to Lapeer County for the "School to Career Program" for the Jr High and High Schools, in the amount of \$18,500.00 which is the budgeted amount, terminating August 31, 2023; and further, to authorize the County Controller/Administrator to sign said agreement. Motion carried.

Discussion followed regarding the Drain Commissioner's request for Lake Lapeer project.

Motion by Miller, supported by Zender, to refer the Drain Commissioner's request for the Lake Lapeer project to the September 8, 2022 Regular Board Meeting. Motion carried.

Motion by Miller, supported by Schneider, to recommend to the Full Board, that the Lapeer County Planning Commission and Board of Commissioners acknowledges receipt of Deerfield's PA 116 Application submitted by applicant, Howell Farm Ltd, for Section No. 26 Town No. 9N, Range 10E, Parcel #44-006-026-009-11 and #44-006-026-009-21, approximately 26 acres for a period of 10 years, and on September 8, 2022 recommends approve of said application. Motion carried.

Discussion followed regarding the revised 2023/2024 Budget Review Schedule. It was the consensus to have this item on the September 8, 2022 Regular Board Meeting Agenda for approval.

Quentin Bishop, County Controller/Administrator gave an update regarding the Broadband project. He requested that everyone fill out a survey through the following: michiganmoonshot.org/lapeercounty, or call the Administration Office for a paper copy of the survey.

Public Time – four people spoke during public time.

The meeting adjourned. 10:41 a.m.

Vice-Chair Henning
Committee of the Whole

3

REQUEST FOR ACTION

DATE: 08/31/2022

XX REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: John Miller

SUMMARY OF REQUEST / INFORMATION:

Renewal of Westlaw legal research contract.

ADDITIONAL INFORMATION:

CONTACT PERSON(S): John Miller

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: Contract attached.

DRAFT MOTION: Motion to authorize the Prosecuting Attorney to renew and execute the Thompson Reuters West Proflex contract under the terms outlined in the agreement; and authorize the law Vice-Chair Motion by _____, supported by _____, said agreement.

ATTACHMENTS YES X NO



THOMSON REUTERS

Order Form

Order ID: Q-03462742

Contact your representative rachel.vesely@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1000600188
LAPEER COUNTY PROSECUTOR
JOHN D MILLER
255 CLAY ST
LAPEER MI 48446-2205 US

"Customer"

Shipping Address

Account #: 1000600188
LAPEER COUNTY PROSECUTOR
JOHN D MILLER
255 CLAY ST
LAPEER MI 48446-2205 US

Billing Address

Account #: 1000600188
LAPEER COUNTY PROSECUTOR
JOHN D MILLER
255 CLAY ST
LAPEER, MI 48446-2205
US

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ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$828.00	36

Bridge Products					
Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$701.00	2

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-ovt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Acknowledgement: Order ID: Q-03462742

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 7/15/2022



THOMSON REUTERS

Attachment

Order ID: Q-03462742

Contact your representative rachel.vesely@thomsonreuters.com with any questions. Thank you.

Payment Method:

Payment Method: Bill to Account

Account Number: 1000600188

Payment, Shipping, and Contact Information

Order Confirmation Contact (#28)

Contact Name: Miller, John D

Email: jmiller@lapeercounty.org

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name John D Miller

Email jmiller@lapeercounty.org

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1000600188	LAPEER COUNTY PROSECUTOR	255 CLAY ST LAPEER MI 48446-2205 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
6	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government
6	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
John D	Miller	jmiller@lapeercounty.org	EML PSWD CONTACT

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

Charges During Minimum Term										
Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3-4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
40757482	West Proflex	\$828.00	5.00	\$869.40	5.00	\$912.87	N/A	\$N/A	N/A	\$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing

4

REQUEST FOR ACTION

DATE: 8 September 2022

X REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: BOC

FROM: Kathy Haskins, MPH, BSN

SUMMARY OF REQUEST / INFORMATION: Request approval of the FY 2022-23 VAAA Contract.

ADDITIONAL INFORMATION: This is the New VAAA Contract for FY22-23. See attached contract for breakdown.

CONTACT PERSON(S): Kathy Haskins and Wendy Brown

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: FY 22-23 VAAA Contract and Signature Page

DRAFT MOTION: Motion by _____, second by _____ to accept the FY 22-23 VAAA contract ^{as attached} at no additional cost to the county general fund and authorize the chair to sign ^{Said} contract.
_{or Vice-Chair}

ATTACHMENTS YES X NO _____

VALLEY AREA AGENCY ON AGING

NOTIFICATION OF CONTRACT AWARD

\$ 636,321

PROJECT IDENTIFICATION NUMBER

LCHD- 2023

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 - 2023

INCORPORATION STATUS

Private, Non-Profit

TAX ID # 38-2632017

FISCAL YEAR FROM WHICH FUNDS AWARDED

FY 2023

APPROVED PROJECT PERIOD

FROM: 10/1/2022 TO: 9/30/2023

SUBCONTRACTOR

NAME: Lapeer County Health Department

ADDRESS: 1800 Imlay City Road

Lapeer, MI 48446

PHONE: (810) 667-0391

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
1	Care Management
2	Congregate Meals (includes estimated NSIP)
3	Home Delivered Meals (includes estimated NSIP)
4	In-Home Services
5	In-Home Respite

Amount	Clients	Units
\$54,998	32	386
\$74,832	458	16,058
\$273,541	274	84,687
\$180,906	362	10,852
\$52,044	136	3,122

COMPUTATION OF CONTRACT

Services		Care Management	Congregate Meals	Home Delivered Meals	In-Home Services	In-Home Respite
VAAA Share		\$54,998	\$61,019	\$199,719	\$180,906	\$52,044
Required Local Match	Cash	\$34,957	\$156,991	\$385,792	\$252,421	\$16,387
	In-Kind					
NSIP			\$13,813	\$73,822		
Estimated Program Income						
Total		\$89,955	\$231,823	\$659,333	\$433,327	\$68,431
Other Resources		0	0	0	0	0

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

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.

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:

\$ 636,321

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: _____

VALLEY AREA AGENCY ON AGING

CONTRACT

THIS CONTRACT, entered into on this 1st day of October, 2022 by the Valley Area Agency on Aging (herein after referred to as "VAAA", located in Flint Michigan

And

Lapeer County Health Department- Senior Programs
(hereinafter referred to as "SUBCONTRACTOR")

STATES AND WITNESSES THAT:

WHEREAS, VAAA has entered into a contract with the Bureau of Aging, Community Living, and Supports(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 LCHD- 2023 Submitted by the Subcontractor to provide services to the aging in the target area(s) of: Genesee, Lapeer & Shiawassee 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, including client eligibility, 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>
Care Management	32	386
Congregate Meals	458	16,058
Home Delivered Meals	274	84,687
In-Home Services	362	10,852
In-Home Respite	136	3,122

<i>Service</i>	<i>Low-Income Seniors</i>
Care Management	5
Congregate Meals	74
Home Delivered Meals	44
In-Home Services	58
In-Home Respite	22

<i>Minority Seniors</i>
1
17
10
14
5

<i>Frail/Disabled Seniors</i>
9
134
80
106
40

2. TIME OF PERFORMANCE

A Subcontractor agrees to begin provision of services on 10/01/2022 and to continue to provide services until 09/30/2023 .

B The Project Period for which the Subcontractor shall be eligible to receive funds from VAAA is from 10/01/2022 to 09/30/2023 .

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 Project Period. 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 project period 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, Bureau of Aging, Community Living, and Supports(AASA), 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 Bureau of Aging, Community Living, and Supports(AASA) 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 Bureau of Aging, Community Living, and Supports(AASA). 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. INSURANCE COVERAGE

- A Each program shall have sufficient insurance to indemnify loss of federal, state, and local resources due to casualty, fraud or employee theft. All buildings, equipment, supplies, and other property purchased in whole or in part with funds awarded by the Older Americans Act are to be covered with sufficient insurance to reimburse the program for the fair market value of the asset at the time of loss. The Subcontractor shall add VAAA as an additional insured and provide VAAA with a certificate of insurance showing the limits of liability, policy dates and insurance carriers. Please note: Failure to provide certificate will result in a reduction in payment to reimburse VAAA for General Liability and Worker's Compensation premiums. Failure to maintain continual insurance coverage for the term of the contract may be grounds for immediate termination of the contract.

The following insurances are REQUIRED:

- a. Worker's compensation (minimum coverage amount: \$500,000/\$500,000/\$500,000 required)
- b. Fidelity bonding (for persons handling cash)
- c. Auto Liability Insurance (for agency owned vehicles or those persons who use privately owned vehicles for agency business)
- d. Insurance to protect the contracted service provider from claims against or contracted service provider drivers and/or passengers,
- e. Professional liability (minimum coverage amount: \$1,000,000 /\$2,000,000 required with VAAA named as additional insured)
- f. Personal Liability Insurance
- g. General liability (minimum coverage amount:\$1,000,000 per occurrence /\$2,000,000 aggregate required with VAAA named as additional insured)

The following insurances are recommended for each contracted service provider:

- Insurance for Board members and officers,
- Umbrella liability; and
- Special multi-peril.

Subcontractors utilizing assignees or subcontractors to perform work must first obtain prior written approval from VAAA as required by Section 16(J) of this Agreement. Additional insurance waivers are needed if Subcontractor utilizes assignees or subcontractors. Subcontractors must ensure that assignees or subcontractors have the appropriate licensures, insurances and/or certificates. Failure to comply with any of these provisions may result in the termination of the contract.

9. ARBITRATION

- A Covered Claims/Exclusive Procedure. Any and all disputes, controversies or claims arising out of or in connection with or relating to this Agreement or any breach or alleged breach thereof, and any claim that VAAA or SUBCONTRACTOR violated any state or federal statute, Michigan common law doctrine, or committed any

tort with respect to this Agreement, shall be made in writing and mailed to the VAAA or SUBCONTRACTOR. However, this agreement to arbitrate does not apply to those matters subject to the hearing process outlined in Section 3 of this Agreement.

B Notice. Either party must provide notice to the other party within a reasonable period of time, but in no event later than six (6) months from the date it should reasonably have been aware of the circumstances giving rise to the dispute, controversy, or claim. If the dispute involves a federal statutory claim, notice shall be given within the applicable statutory period of limitations. Notice shall be sent by certified mail to the address listed for each party on the first page of this Agreement, unless prior notice is provided, in writing, to submit such notices to a different address.

C Mediation. After notice to arbitrate is served, the parties agree to meet and make reasonable effort to resolve any such disputes, controversies, or claims informally. Such efforts must include mediation before either party may demand to schedule an arbitration hearing. If, despite reasonable effort by the parties, VAAA or SUBCONTRACTOR are unable to resolve the disputes, controversies, or claims, upon the request of the party involved, they may be submitted to and settled by arbitration in the State of Michigan in accordance with this provision.

D Representation, Discovery, and Subpoena Rights. Each party may be represented by an attorney or another representative of their choice. Each party may conduct pre-hearing discovery in the time and manner provided by the then-applicable Michigan Court Rules. Each party may subpoena witnesses and documents relevant to the dispute.

E Designation of Witnesses. The parties must exchange lists of witnesses, including any experts, and copies of all exhibits intended to be used at the arbitration hearing at least thirty (30) days before the arbitration hearing, or at a time to which the parties otherwise agree.

F Procedure. The parties shall mutually select a neutral arbitrator who is licensed to practice law in the State of Michigan. If the parties cannot reach an agreement, the arbitrator will be selected by the Genesee County Circuit Court. The arbitration hearing shall take place in or near Flint, Michigan. The arbitrator's decision will be final and conclusive. The arbitration will be held in accordance with the procedures adopted by the arbitrator. The arbitrator shall apply any applicable state or federal laws.

The arbitrator shall have no power to add to, subtract from, or alter the policies and procedures of the Employer, or other terms of the employment relationship, and shall render a written decision, within sixty (60) days after the conclusion of the arbitration hearing, setting forth findings of fact and conclusions of law only as to the claims or disputes at issue.

G Record Of Proceedings; Post-Hearing Brief. Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of proceedings. Either party, upon request at the close of the hearing, may file a post-hearing brief, with the filing date being set by the arbitrator.

H Damages, Fees and Costs. This arbitration procedure does not waive or limit any statutory damages to which a party claims they are entitled. The parties shall share the costs of the arbitrator. Each party will post appropriate security for its portion of the arbitrator's fee, in an amount and manner determined by the arbitrator, ten (10) days before the first day of the hearing. Each party shall pay for its own costs and attorney's fees. However, if any party prevails on a statutory claim that entitles the prevailing party to attorney's fees, the arbitrator may award reasonable fees to the prevailing party.

I Award. An arbitrator's award pursuant to this agreement shall be final and conclusive upon the parties. The arbitrator's decision may be confirmed, vacated, or appealed, only as provided in the Michigan Uniform Arbitration Act.

J Severability. The invalidity of all or part of any Paragraph or Section of this Agreement shall not invalidate the remainder of this Agreement, or the remainder of any Paragraph or Section not invalidated, unless the

elimination of such Paragraph or Section substantially defeats the intent and purpose of the parties.

K Law of Michigan. This Agreement shall be governed by and construed under the laws of Michigan.

L Indemnification. To the extent permitted by law, Subcontractor agrees to defend, indemnify and hold harmless VAAA and its officers, employees, and agents from and against any loss or damage, including without limitation reasonable attorneys' fees and court costs, to the extent caused by the acts, errors or omissions of the Subcontractor and its officers, employees, contractors, and agents. To the extent permitted by law, VAAA agrees to defend, indemnify and hold harmless Subcontractor from and against any loss or damage, including without limitation reasonable attorneys' fees and court costs, to the extent caused by the acts, errors or omissions of VAAA and its officers, employees, and agents under this Agreement. The indemnified party shall notify the indemnifying party of any written claim, loss or demand for which the indemnifying party may be responsible under this provision and shall cooperate with the indemnifying party to facilitate the defense or settlement of the claim. The indemnifying party shall keep the indemnified party reasonably apprised of the continuing status of the claim, including any lawsuit resulting therefrom, and shall permit the indemnified party, at its expense, to participate in the defense or settlement of such claim. The indemnifying party shall have final authority regarding defense and settlement.

10 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)".

11. 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.

12 COMPENSATION AND METHOD OF PAYMENT

A Compensation

- 1 VAAA agrees to pay the Subcontractor up to the amount of \$ 636,321
\$ 54,998 (Fifty Four Thousand Nine Hundred Ninety-Eight Dollars – for Care Management);
\$ 74,832 (Seventy Four Thousand Eight Hundred Thirty Two Dollars – for Congregate Meals);
\$ 273,541 (Two Hundred Seventy Three Thousand Five Hundred Forty One Dollars – for Home Delivered Meals);
\$180,906 (One Hundred Eighty Thousand Nine Hundred Six Dollars – for In-Home Services);
\$52,044 (Fifty Two Thousand Forty Four Dollars – for In-Home Respite),
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 10/01/2022 through 09/30/2023
- 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 Bureau of Aging, Community Living, and Supports(AASA).

B Method of Payment

- 1 Complete, correct monthly cash request received by VAAA staff by the due date, 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. The Valley Area Agency on Aging fiscal year begins October 1st and ends September 30th. Therefore, to receive payment for a current year's services, **ALL BILLING MUST BE SUBMITTED BY NOVEMBER 1st FOLLOWING THE END OF THE FISCAL YEAR, NO EXCEPTIONS.**

- 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
\$ 636,321
- 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."

13 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.

14 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.

15 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

16 ASSURANCES

These assurances are required by the Bureau of Aging, Community Living, and Supports(AASA) 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.
- 5 The Subcontractor shall conduct quality service reviews to ensure, at minimum, services are being delivered as ordered and to ensure participant satisfaction with the quality of services. Such reviews will be conducted on a semi- annual basis, at minimum. The subcontractor shall forward a report containing the results of said reviews to VAAA on a semi-annual basis.

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 employees, agents, assignees and subcontractors; however, VAAA shall be able to monitor and assess.

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.

Lapeer County Health Department- Senior Programs

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) on the signature page is/are authorized to sign this assurance, and commit the Provider Agency to the above provisions.

Form

HHS-690(05/97)

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.

SIGNATURE PAGE
for

OLDER AMERICANS ACT CONTRACT
Between

VALLEY AREA AGENCY ON AGING
And

AGENCY NAME: Lapeer County Health Department- Senior Programs

This Older Americans Act Contract covers fiscal year 2023. This contract covers the period of October 1, 2022 through September 30, 2023.

This Older Americans Act Contract becomes valid upon approval by the VALLEY AREA AGENCY ON AGING PRESIDENT/CEO.

This Older Americans Act Contract Signature Page **MUST** be filled and signed by the AUTHORIZED AGENCY REPRESENTATIVE and the VAAA PRESIDENT/CEO.

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 President/CEO	_____ Date

OLDER AMERICANS ACT CONTRACT DOCUMENTS REFERENCED BY THE SIGNATURE PAGE

Acceptance Signatures

- Notification of Contract Award; page 2
- Contract; page 17

Assurances

- Civil Rights Act of 1964; page 18

Addendums:

- Addendum A – Business Associate Agreement; page 21

5

DATE: 09/07/2022

☒ REQUEST FOR ACTION

☐ FOR YOUR INFORMATION

☐ REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: Lapeer County Sheriff's Office, Lt. Gary Parks

SUMMARY OF REQUEST / INFORMATION: We have an accident reconstruction program and the lap top computer used for this is old and needs to be replaced as soon as possible for this very important program.

BACKGROUND INFORMATION:

CONTACT PERSON(S): Sheriff Scott McKenna / Lt Gary Parks

SUPPORTING DOCUMENTS: yes

Dept to **DRAFT MOTION:** Motion by _____ 2nd by _____ *to be paid from* **the purchase of a lap top computer for traffic reconstruction in the amount of \$2,185.16, funds from Drug Forfeiture 262-301-821-010.** *authorize the Sheriff's* **to approve**

ATTACHMENTS YES ☒ NO ☐

Office of Lapeer County Sheriff
Lapeer County Crash Reconstruction Team

Equipment Requisition Request

Submitted by Deputy Eric Kanyak

Det./ Lt. Parks,

As discussed previously, we have recently been struggling to find an appropriate solution to acquire a suitable desktop or laptop for use primarily for the use of traffic crash reconstruction. It is the purpose of this letter to formally request the purchase of a new laptop/mobile workstation. This is a critical component of necessary equipment required to perform traffic crash reconstruction analysis.

In 2021, our team purchased a new Leica GNSS-RTK "Rover" mapping device, Bosch EDR (vehicle data retrieval equipment) and software, and the new CAD (Computer Aided Design) Mapping program Maps360 to aid in our completing our investigative cases.

As Det./Sgt. Parks and I began a collective team in investigation of these traffic crashes, it became apparent I would need access to either a privately assigned desktop or laptop computer to complete any traffic crash reconstruction cases. To aid with investigation both in the office and on scene, a suitable mobile laptop computer was determined to be appropriate.

Initial efforts began by seeking either a spare laptop or one currently in circulation within our county. We began by attempting to use a "training" laptop currently assigned to our office. This unfortunately could not download necessary programs needed for our purposes. This also had to be returned when needed for other uses within the office. This would prohibit any ability to secure data/ digital evidence and cases on the device. Externally from our office, our county contracted I.T. department reported no other suitable laptops within the county were available for us to use.

We proceeded by assessing an old laptop currently assigned to Det./Sgt. Parks which had been used primarily for vehicle data recorder downloads. This laptop is a Dell Inspiron 15. While we were able to successfully download our mapping program (Maps360), this older and outdated laptop is unable to keep up with necessary processing requirements of current applications. I.T. was requested to examine this laptop in attempt to resolve issues. Driver updates were completed however, current performance is still poor. It is the recommended action from our I.T. provider indicating this current laptop should be replaced (*see attached*).

I was also provided/ consulted recommendations for replacement laptops by both Danny and Ryan from our I.T. department. I additionally reached out to our government account contract liaison at Dell and received their recommendations based on what we need from the device to both keep up with current requirements as well as long term suitability to keep up with necessary requirements in the long-term life of the product.

Given the required tasks and recommended minimum functions recommended by our I.T. and Dell, (3) separate computer models which meets our requirements were priced. They are as follows:

- Lenovo ThinkPad P15s priced at \$2,589.50
- Microsoft Surface Laptop 4- 13.5 priced at \$2,299.23
- Dell Precision 5570 priced at \$2,185.16

At this time, I am requesting the purchase of the Dell model Mobile Precision 5570 laptop as this meets all of our recommended component options and is the lowest cost model. This pricing was obtained through Dell quote: 3000124309543.1 for the price of \$2,185.16.

With the Dell model Mobile Precision 5570 laptop, I will be able to complete the following tasks within the area of traffic crash reconstruction:

- Use of CAD programming to aid in traffic crash reconstruction
- Use of county subscribed document writing programs for report writing
- Use of data analysis to complete crash analysis and calculations
- Download of vehicle event data recorder information
- Creation of crash diagramming evidence to aid in analysis and court presentations
- Storage of standardized reconstruction writing templates
- Mobile use and storage of search warrant templates
- On scene review (Bluetooth sync'd) of digital photographs prior to clearing scenes
- On scene analysis of Vericom data speed/braking measurement information

In addition to crash reconstruction purposes, I intend to use this for the additional following under additional duties performed within the office:

- Programming and storing of vehicle upfitted control systems through computer software
- Management of fleet files and data
- Fleet purchase requests submitted within the county
- Accounting management for fleet quotes, invoices, and receipts
- Access to office Clemis database and patrol report writing programs

Speaking with our IT department, our office/ county has a prior subscription to install standard programs (I.E. Microsoft Word/ Excel, etc.) and likely would not require additional costs. Should this need to be purchased, this would require an additional estimated cost of \$245.00. Other needed programs are already purchased by our office or are free for use.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Deputy Eric Kanyak", with a circled number "102" to the right.

Deputy Eric Kanyak

September 6, 2022

[Ticket #23727] Laptop for Map program - Quality Issue

Help Desk <helpdesk@LapeerCounty.onmicrosoft.com>

Thu 9/1/2022 3:48 PM

To: Eric Kanyak <ekanyak@lapeercounty.org>:

Ticket closed by Ryan Jakubowski.

On Sep 01, 2022 @ 03:46 pm, Ryan Jakubowski wrote:

Ticket closed: Hi Erik, just to sum up what we did today, I went ahead and updated the AMD driver for the laptop that you use the map accident creating for. While we were able to update this and get the text to be clearer. The laptop itself was struggling with basic functions due to the small amount of RAM in the system and the old processor. My recommendation would be to upgrade this PC to one of the options that were provided to you. If you have any questions, please let me know!

Ticket History

On Sep 01, 2022 @ 03:38 pm, Ryan Jakubowski wrote:

Assigned to Ryan Jakubowski.

On Sep 01, 2022 @ 03:38 pm, Eric Kanyak wrote:

The clarity of the Map Program on Parks laptop is very poor.

This is an automated response. Your issue has been noted. We'll be in touch soon.

Please reply to this email or visit the URL below with any additional details.

<http://Helpdesk2-0675/portal/view-help-request/23727>



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000124309543.1	Sales Rep	Cody Young
Total	\$2,185.16	Phone	(800) 456-3355, 6179309
Customer #	80051230	Email	Cody_Young@Dell.com
Quoted On	Jun. 22, 2022	Billing To	ACCOUNTS PAYABLE
Expires by	Jul. 22, 2022		LAPEER COUNTY CENTRAL
Contract Name	071B6600111		DISPATCH
Contract Code	C000000009850		2332 WEST GENESEE ST
Customer Agreement #	071B6600111		LAPEER, MI 48446

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Cody Young

Shipping Group

Shipping To	Shipping Method
ACCOUNTS PAYABLE	Standard Delivery
LAPEER COUNTY CENTRAL	
DISPATCH	
2332 WEST GENESEE ST	
LAPEER, MI 48446-1716	
(810) 667-0217	

Product	Unit Price	Quantity	Subtotal
Mobile Precision 5570	\$2,185.16	1	\$2,185.16
Subtotal:			\$2,185.16
Shipping:			\$0.00
Environmental Fee:			\$0.00
Non-Taxable Amount:			\$2,185.16
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$2,185.16

Shipping Group Details

Shipping To

ACCOUNTS PAYABLE
LAPEER COUNTY CENTRAL
DISPATCH
2332 WEST GENESEE ST
LAPEER, MI 48446-1716
(810) 667-0217

Shipping Method

Standard Delivery

Mobile Precision 5570	Quantity	Subtotal
Estimated delivery if purchased today: Jun. 29, 2022 Contract # C000000009850 Customer Agreement # 071B6600111	\$2,185.16 1	\$2,185.16

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 5570 BTX	210-BDTW	-	1	-
Intel Core i7-12800H vPro (24 MB cache, 14 cores, 20 threads, 2.40 GHz to 4.80 GHz, 45W)	379-BEUW	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
Intel Core i7-12800H vPro with NVIDIA RTX A1000 4 GB graphics	329-BGXG	-	1	-
NVIDIA RTX A1000, 4 GB DDR6	490-BHMQ	-	1	-
Intel vPro Technology Enabled	631-ADKM	-	1	-
15.6" FHD+ 1920 x 1200, 60Hz, 500 nits, non-touch,w/Prem Panel Guar, 100% sRGB, Low BL w/ IR Cam	391-BGQV	-	1	-
16 GB, 2 x 8 GB, DDR5, 4800Mhz, Non-ECC SODIMM	370-AGZH	-	1	-
M.2 2280 512 GB, Gen 4 PCIe x4 NVMe, Solid State Drive	400-BMPP	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
No RAID	780-BBFE	-	1	-
Palm Rest, with 79 KYBD Layout,with fingerprint reader	346-BICK	-	1	-
US English Backlit Keyboard	583-BJBV	-	1	-
MOD,DOOR,BTM,WW,5570	354-BBEV	-	1	-
Intel Wifi 6E (6GHz) AX211 2x2 with Bluetooth Wireless	555-BHMS	-	1	-
6-cell 86 Whr Lithium Ion battery with ExpressCharge	451-BCQI	-	1	-
130W E5 Type C Power Adapter (EPEAT)	492-BCWZ	-	1	-
ENERGY STAR Qualified	658-BFMI	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Quick Setup Guide Precision 5570	340-CZUO	-	1	-
Fixed Hardware Configuration	998-FNWL	-	1	-
Intel AX211 WLAN Driver w/Bluetooth	658-BFMG	-	1	-
Min config Packaging 130W	340-CZUL	-	1	-
USB Type-C to USB Type-A/HDMI Dongle, Black	470-AEIP	-	1	-
Regulatory Label included	389-BEYY	-	1	-
Black Power Cord (US)	450-AJLH	-	1	-

Terms of Sale

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ITEM	AVAILABILITY	PRICE	QUANTITY	ITEM TOTAL
 Lenovo ThinkPad P15s Gen 2 - 15.6" - Core i7 1165G7 - 16 GB RAM - 1 TB SSD MFG Part: 20W600G0US CDW Part: 6889056 UNSPSC: 43211515	1-3+ Days Expected in-stock date for this item is between 1-3 days. Item will ship once it is in stock.	\$2,589.50 Advertised Price	1	\$2,589.50

Or

Subt

Tax ar

Lease
\$76.3

[^ Top Recommendations](#)



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Cloud for

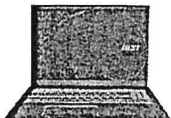
\$235.40

Advertised Price

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A11UCT-026 - 16"" -



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F15 TUF506HM-ES76 -



"MSI Creator 15
A11UH-631 - 15.6"" -



"Microsoft Surface
Laptop 3-15""-Core i7



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Lenovo ThinkPad P15s Gen 2 - 15.6" - Core i7 1165G7 - 16 GB RAM - 1 TB SSD

MFG PART: 20W600G0US CDW PART: 6889056 UNSPSC: 43211515

Tech Specs Compare Accessories Warranties

\$2,589.50 1 ▾

Lease Option (\$76.39/month)

Availability: 1-3+ Days
Expected in-stock date for this item is between 1-3 days. Item will ship once it is in stock.



Customize your gear

As you assemble your hardware, configurable options may change or become unavailable.

RAM

8 GB

16 GB

32 GB

Storage

256 GB

512 GB

1 TB

Processor Number	
I5-1135G7	I5-1145G7
I7-1165G7	I7-1185G7
Touchscreen	
Yes	No
Mobile Enablement	
Yes	Upgradable
No	



View 3 Similar Models

Quick tech specs

- Intel Core i7 1165G7 / 2.8 GHz
- Iris Xe Graphics
- 1 TB SSD TCG Opal Encryption 2
- 15.6" IPS 3840 x 2160 (Ultra HD 4K)
- black
- with 3 Years Lenovo Premier Support
- Win 10 Pro 64-bit (includes Win 11 Pro License)
- 16 GB RAM
- NVMe
- Wi-Fi 6
- kbd: English

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Microsoft Surface Laptop 4 - 13.5" - Core i7 1185G7 - 32 GB RAM - 1 TB SSD

MFG.PART: 5HJ-00001 CDW PART: 6503270 UNSPSC: 43211503

~~\$2,429.99~~

\$2,299.23

1

Advertised Price

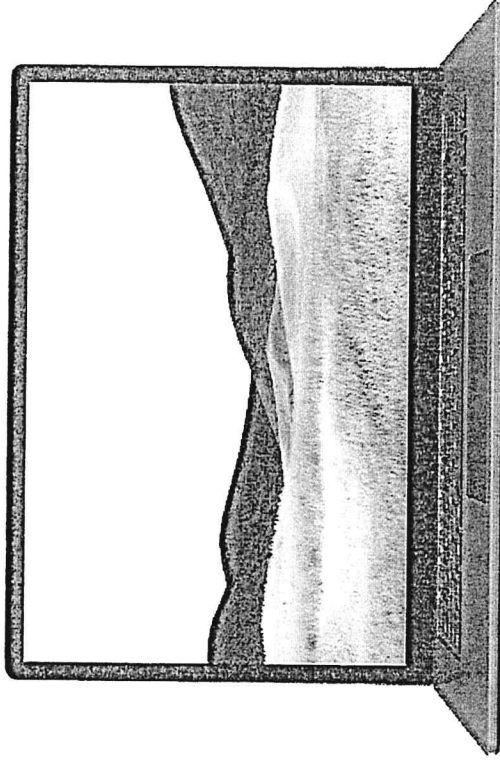
Lease Option (\$67.83/month)

Buy Now

Tech Specs Compare Accessories Warranties

Availability: 501 units In Stock

Get it Saturday, September 10 to 48446



Enhance your hardware

Add Warranty

☒ No Protection Plan

☐ Selected

\$0.00

☒ Microsoft Complete for Business extended se...

☐ Select

\$309.22

☒ Microsoft Complete for Business Extended Service A...

☐ Select

\$258.34

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Quick tech specs

- Intel Core i7 1185G7
- Iris Xe Graphics
- 1 TB SSD
- Wi-Fi 6
- Win 10 Pro
- 32 GB RAM
- 13.5" touchscreen 2256 x 1504



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Microsoft Surface Laptop 4 - 13.5" - Core i7 1185G7 - 32

GB RAM - 1 TB SSD

MFG.PART: 5H1-00001 CDW PART: 6503270 UNSPSC: 43211503

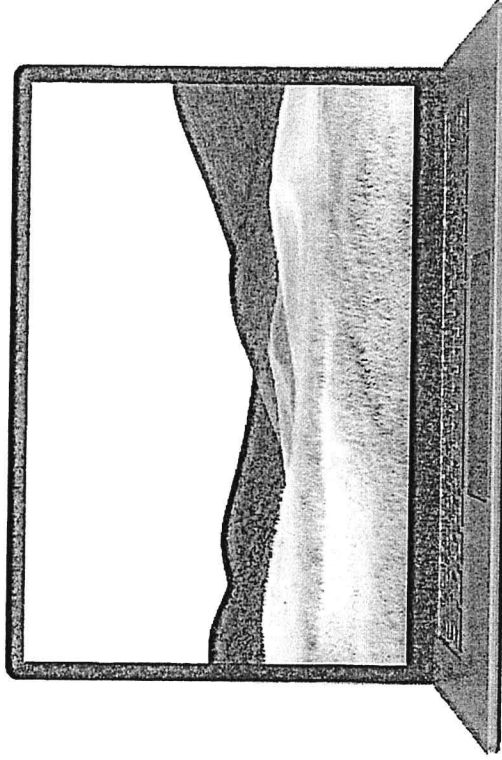
~~\$2,429.99~~

~~\$2,299.23~~

Advertised Price

1

Tech Specs Compare Accessories Warranties



Availability: 501 units In Stock
Get it Saturday, September 10 to 48446

Enhance your hardware

Add Warranty



No Protection Plan

\$0.00

☐ Selected

Microsoft
Complete for
Business
Extended Service
A...

\$258.34

☐ Select

Show (3) Warranties

Quick tech specs

- Intel Core i7 1185G7
- Iris Xe Graphics
- 1 TB SSD
- Wi-Fi 6
- Win 10 Pro
- 32 GB RAM
- 13.5" touchscreen 2256 x 1504
- matte black

DATE: September 1, 2022

XX REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: COMMITTEE OF THE WHOLE

FROM: Quentin Bishop, County Controller/Administrator

SUMMARY OF REQUEST / INFORMATION: Request authorization to pay the August invoice from Shifman Fournier for labor related legal services.

BACKGROUND INFORMATION:

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Doreen Clark / Quentin Bishop

SUPPORTING DOCUMENTS: Legal Summary for Invoice #14962

DRAFT MOTION:

Motion by _____, supported by _____, to recommend to the Full Board to authorize payment to Shifman Fournier in the amount of \$2,145.00 for labor related legal services rendered through August 31, 2022, to be paid from line item #101-239-801.020.

ATTACHMENTS YES X NO _____

Howard L. Shifman
Brandon Fournier
Robert Nyovich- Of Counsel



31600 Telegraph Road, Suite 100
Bingham Farms, MI 48025
Phone (248) 642-2383 or
(248) 594-8700
Fax (248) 594-7080
shifmanfournier.com

VIA EMAIL ONLY

PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

September 2, 2022

Quentin Bishop, County Administrator/Controller
Lapeer County
255 Clay Street
Lapeer, MI 48446

Re: Lapeer County/Invoice for Services

Mr. Bishop:

Attached please find our invoice for services August 31, 2022.

Invoice No. 14962

Lapeer County –	
General	\$ 630.00
Sheriff's Department	\$ 435.00
CMH	\$ 330.00
FOC	\$ 150.00
District Court	\$ 420.00
Health Department	\$ 0.00
911 MAPE	\$ 0.00
911 POAM	\$ 0.00
Non-Union	\$ 180.00

TOTAL DUE	\$ 2,145.00
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Please make check payable to Shifman Fournier, PLC

Thank you for your attention in this matter. If you have any questions or comments, please feel free to contact me at your convenience.

Very truly yours,

SHIFMAN FOURNIER

A handwritten signature in black ink, appearing to read 'Jessica Fanego', written over the printed name.

Jessica Fanego, Office Administrator

Jessica@shifmanfournier.com

Cc: Doreen Clark, Assistant to County Administrator/Controller

