
BOARD MEMBERS PRESENT:

Anthony Bartolotta, Supervisor
Kim Markee, Clerk
Steve Thomas, Treasurer
Jeff Gilbert, Trustee
Sam Harris, Trustee
Marie E. Hauswirth, Trustee
Gary Wall, Trustee

OTHERS PRESENT:

Robin McGregor
Donna Wall
Lorraine Frasca
Terri Chapdelaine
Art Frasca
Dale Gough
Matt Jones
Margaret Adams

Frank Fisher
Brab Miller
Derek Diederich
Lila Ball
Terry Ball
Joseph Aeillo
Shelly Schloss
Paula Moore

Jen Thom
Alison Swanson
Jeffrey Polkowski
Karen Krupa
Tyoma Zisser
Joseph Williams
Nancy Baker

1. **Supervisor Bartolotta called the meeting to order at 6:00 p.m.**
2. **Supervisor Bartolotta asked for a moment of silence and Cub Scout Pack 61 lead the Pledge of Allegiance.**
3. **Roll call vote was taken. All board members were present.**
4. **APPROVE AGENDA**
 - 4.1 **December 11, 2024**

Moved by Markee,
Seconded by Harris, RESOLVED, to approve the December 11, 2024, agenda as printed.

Ayes: Bartolotta, Markee, Thomas, Gilbert, Harris, Hauswirth, and Wall
Nays: None
Absent: None

Motion carried unanimously.

5. ANNOUNCEMENTS

- 5.1** The Waterford annual "Shop with a Hero" on Saturday, December 14, 2024, from 8:00 a.m. to 12:00 p.m. at the Waterford Meijer at 4200 Highland Road. Volunteers are needed to help wrap presents and other small tasks. Please sign up using the link in the online agenda packet. Monetary Donations are needed. Please call the Waterford Community Coalition at 947-229-7140 to have your donation picked up. Your donation is tax-deductible, and 100% of your contribution will go directly to the event.
- 5.2** Waterford Township administrative offices will be closed on Tuesday, December 24th, and Wednesday, December 25th, for the Christmas Holiday and Tuesday, December 31st, and Wednesday, January 1st, in observance of the New Year's Holiday. Emergency services remain available during these administrative closures. On behalf of all of us on Team Waterford, we wish you a safe, happy, and healthy holiday season.
- 5.3** Join the Hess-Hathaway Farmers for an interactive half-hour of farm/animal-related stories and a special visit with an animal! Each storytime session will feature a special theme! Meet at the Community Building at Hess-Hathaway Park, 825 S. Williams Lake Road, at 10:00 a.m. Bring your favorite blanket or mat to sit on or use one of our chairs. Children must be accompanied by a parent/adult caregiver. \$5 per family, drop-in, cash only.
- 5.4** Attention all "Snowbirds"! Don't forget to do a few important items before you leave town for your seasonal home away from Waterford. Assessing: Please contact the Waterford Assessing Department with your forwarding address if you are leaving town for the Winter. Even though you may have your mail forwarded by the U.S. Post Office, property tax bills and assessment notices are not forwarded and are returned to the Township. Please call 248-674-6270 to let us know your Winter address. In the alternative, you may submit an Address Change online at the following link: <https://www.waterfordmi.gov/FormCenter/Assessing-15/Address-Change-Form-75>

6. Awards and Presentations**6.1 Waterford Goodfellows Presentation**

Terri Morrow-Sutton gave a brief history of the Waterford Goodfellows. The organization started on March 1, 1953, with mission to ensure that no family in the Waterford School District goes without a Christmas. They work with organizations to collect nonperishable items. WKHS students have collected over 3,000 items and a teacher will receive a pie in the face for meeting their goal. Follow at the Waterford Goodfellows on Facebook.

Terri presented Chris Carr, wife of Joe Carr, former Goodfellow President, a plaque honoring Joe's service to the Goodfellows. Joe Carr served the Waterford Goodfellows for over 40 years. Most of that time he served as President. He will leave a major hole in the community and his family. Please keep his family in your thoughts and prayers.

She thanked the Board for their time and support, and she hopes to see them around.

7. Public Comments – Agenda Items Only

No one addressed the Board of Trustees.

8. Consent Agenda

Board Members may remove items from the Consent Agenda for discussion purposes or for the purpose of voting in opposition. Public comment for items removed from the consent agenda may be received in the same manner immediately following the Consent Agenda.

- 8.1 November 25, 2024, Meeting Minutes
- 8.2 November 25, 2024, Board Work Session Minutes
- 8.3 December 11, 2024, Bill Payment
- 8.4 Receive the Clerk's Office October 2024 Report
- 8.5 Receive the 51st District Courts October 2024 Report
- 8.6 Parks and Recreation 2024 Year-In-Review
- 8.7 Van Norman Lake Board - Appointment of Clerk Kim Markee

I respectfully request the Township Board's approval to appoint Waterford Township Clerk Kim Markee as the Board of Trustees Liaison to the Van Norman Board for a term concurrent with her current Board of Trustees term to expire November 20, 2028.

Lake Improvement Boards are authorized under the Lake Improvement Act (Part 309 of Act 451 of 1994) and consist of: residents of property on the lake governed by the lake board, local community members, a representative from the Township Board, a representative from the Oakland County Drain Commissioner's Office, and the County Commissioner representing the county commission district in which the lake is located. The function of the lake board is to address relevant lake improvement issues, including the oversight of aquatic weed control programs, nuisance control, and other educational activities.

Thank you for your consideration.

- 8.8 Huntoon Lake and Rainbow Lake Boards - Appointment of Treasurer Steve Thomas

I respectfully request the Township Board's approval to appoint Waterford Township Treasurer Steve Thomas as the Board of Trustees Liaison to the Huntoon Lake Board and Rainbow Lake Board for terms concurrent with his current Board of Trustees term through November 20, 2028.

Lake Improvement Boards are authorized under the Lake Improvement Act (Part 309 of Act 451 of 1994) and consist of: residents of property on the lake governed by the lake board, local community members, a representative from the Township Board, a representative from the Oakland County Drain Commissioner's Office, and the County Commissioner representing the county commission district in which the lake is located. The function of the lake board is to address relevant lake improvement issues, including the oversight of aquatic weed control programs, nuisance control, and other educational activities.

Thank you for your consideration.

- 8.9 Crescent Lake Board - Appointment of Trustee Jeff Gilbert

I respectfully request the Township Board's approval to appoint Waterford Township Trustee Jeff Gilbert as the Board of Trustees Liaison to the Crescent Lake Improvement Board for a term concurrent with his current Board of Trustees term to expire November 20, 2028.

Lake Improvement Boards are authorized under the Lake Improvement Act (Part 309 of Act 451 of 1994) and consist of: residents of property on the lake governed by the lake board, local community members, a representative from the Township Board, a representative from the Oakland County Drain Commissioner's Office, and the County Commissioner representing the county commission district in which the lake is located. The function of the lake board is to address relevant lake improvement issues, including the oversight of aquatic weed control programs, nuisance control, and other educational activities.

Trustee Gilbert will join Treasurer Steve Thomas as representatives serving on this lake improvement Board. When this board was established, it called for two Township representatives.

Thank you for your consideration.

- 8.10 Waterford Youth Assistance - Appointment of Trustee Sam Harris

I respectfully request the Township Board's approval for the appointment of Waterford Township Trustee Sam Harris as the Township Board's liaison to the Waterford Youth Assistance Advisory Board for a term concurrent with his current Board of Trustees term to expire November 20, 2028.

Waterford Youth Assistance work diligently in the community in partnership with the Township and the Waterford School District to help strengthen youth and families, and reduce the incidence of delinquency, abuse, and neglect through community involvement. They provide support and guidance to children and families through casework, referrals, education, enrichment, and mentoring.

Consent Agenda Continued.

Thank you for your consideration.

Moved by Markee,

Seconded by Hauswirth, RESOLVED, to approve consent agenda items 8.1 through 8.10; furthermore to correct the last paragraph of the Board Work Session Minutes to read, "~~Supervisor Bartolotta~~ Trustee Wall said that it would be up to OCC to determine because it is their land." A roll call vote was taken.

Ayes: Bartolotta, Markee, Thomas, Gilbert, Harris, Hauswirth, and Wall

Nays: None

Absent: None

Motion carried unanimously.

9. Board Liaison Reports (Verbal)

Trustee Harris

Trustee Harris attended a Youth Assistance Breakfast and had the opportunity to meet Key-Note Speaker Lisa Harris. Youth Assistance is looking for volunteers to get involved.

Trustee Wall

Trustee Wall attended the Planning Commission meeting but missed the parks and Recreation Board meeting due to being scheduled on the same day and at the same time.

Clerk Markee

New name plaques have been ordered for the Board of Trustees.

Supervisor Bartolotta

Supervisor Bartolotta announced that Pop's Restaurant, 3330 Highland Road, cooked 125 Turkey Dinners for Meals on Wheels, and will do it again for Christmas.

10. Introduction

10.1 Introduction of Zoning Ordinance 2025-Z-001 - Zoning Ordinance Map Amendment, Parcel No. 13-13-256-021, 2300 Dixie Hwy from O-1, Local Office to C-4, Extensive Business

The following memo was received by Jeffrey Polkowski, Director of Development Services.

The property owner is proposing to rezone the subject property from O-1, Local Office to C-4, Extensive Business to expand the amount of uses that could be potential tenants of the property.

The O-1, Local Office zoning district has a relatively small list of permitted uses which the applicant feels has limited their ability to find tenants for the property. The list of decreasingly appealing uses in the O-1 Local Office zoning district has become increasingly exacerbated after the pandemic of 2020, causing developers to pivot in their strategies when marketing office properties.

Introduction of Zoning Ordinance 2025-Z-001 - Zoning Ordinance Map Amendment, Parcel No. 13-13-256-021, 2300 Dixie Hwy from O-1, Local Office to C-4, Extensive Business Continued.

Planning Commission Recommendation and Findings

The Planning Commission reviewed this proposed rezoning at the regularly scheduled meeting on November 26, 2024 and resolved unanimously to forward a favorable recommendation to the Township Board.

Motions

Based upon the Planning Commission's favorable recommendation at the November 26, 2024 regular meeting of the Planning Commission, should the Board want to consider adopting the requested rezoning, the appropriate motion would be to introduce the attached Ordinance and schedule it for possible adoption at the January 13, 2024 meeting. However, if the Board does not want to adopt the requested rezoning, the appropriate motion would be to not introduce the Ordinance and deny the zoning amendment.

Should you have any questions prior to the meeting please do not hesitate to reach out to me.

**STATE OF MICHIGAN
COUNTY OF OAKLAND
CHARTER TOWNSHIP OF WATERFORD
ORDINANCE NO. 2025-Z-001**

ZONING ORDINANCE MAP AMENDMENT

An ordinance to amend the Waterford Township Zoning Ordinance by rezoning a parcel of property with conditions on its use and development as authorized by MCL 125.3405 and amending the Zoning Map.

THE CHARTER TOWNSHIP OF WATERFORD ORDAINS:

Section 1 of Ordinance

The portion of the parcels of property that are assigned tax parcel number 13-13-256-021, legally described below, with current address of 2300 Dixie Hwy, are rezoned from O-1, Local Office to C-4, Extensive Business with the Zoning Map that is adopted by and made part of the Waterford Township Zoning Ordinance in Section 3-101, to be changed and amended to reflect this rezoning.

Section 2 of Ordinance

The effective date of this ordinance shall be on the 8th day after publication, or a later date as provided in the Michigan Zoning Enabling Act for when a petition for voter referendum on this Ordinance and/or a notice of intent to submit such a petition is timely filed with the Township Clerk.

CERTIFICATION

I certify that this Zoning Ordinance Map Amendment Ordinance was adopted by a majority vote of the members of the Board of Trustees of the Charter Township of Waterford at a meeting duly called and held on January 13, 2025.

CHARTER TOWNSHIP OF WATERFORD

Date

Kimberly Markee, Township Clerk

LEGAL DESCRIPTION ATTACHMENT TO ORDINANCE 2025-Z-001

T3N, R9E, SEC 13 OAKWOOD MANOR NO 1 NWLY 103.38 FT OF LOT 99, ALSO ALL OF LOTS 100, 101 & 102 11-6-24 FR 005 & 006

Introduction of Zoning Ordinance 2025-Z-001 - Zoning Ordinance Map Amendment, Parcel No. 13-13-256-021, 2300 Dixie Hwy from O-1, Local Office to C-4, Extensive Business Continued.

Moved by Markee,

Seconded by Hauswirth, RESOLVED, to introduce Zoning Ordinance 2025-Z-001 - Zoning Ordinance Map Amendment, Parcel No. 13-13-256-021, 2300 Dixie Hwy from O-1, Local Office to C-4, Extensive Business; furthermore, to place on the January 13, 2025, agenda for possible adoption. A roll call vote was taken.

Ayes: Bartolotta, Markee, Thomas, Gilbert, Harris, Hauswirth, and Wall

Nays: None

Absent: None

Motion carried unanimously.

10.2 Introduction of Zoning Ordinance 2025-Z-002 - Zoning Ordinance Map Amendment Parcel No. 13-13-401-032, 1711 N Telegraph Rd from HT-2, High Tech Industrial and Office to M-1, Light Industrial

The following memo was received by Jeffrey Polkowski, Director of Development Services.

The subject property was zoned M-2 from 1950 until 2011 when it was rezoned to HT-2, High Tech Industrial & Office. The applicant is seeking to rezone the property to M-1, Light Industrial since the property is not large enough to meet the Zoning Ordinance's requirements for M-2, General Industrial that went into effect in 2010.

Historically, the HT-1 and HT-2 zoning districts have been underperforming zoning districts due to the incompatible nature of office and industrial uses. Because of this, it has become common practice in recent years to allow these HT properties to be absorbed by the adjacent zoning districts surrounding them on a case-by-case basis.

Planning Commission Recommendation and Findings

The Planning Commission reviewed this proposed rezoning at the regularly scheduled meeting on November 26, 2024 and resolved unanimously to forward a favorable recommendation to the Township Board.

Motions

Based upon the Planning Commission's favorable recommendation at the November 26, 2024 regular meeting of the Planning Commission, should the Board want to consider adopting the requested rezoning, the appropriate motion would be to introduce the attached Ordinance and schedule it for possible adoption at the January 13, 2024 meeting. However, if the Board does not want to adopt the requested rezoning, the appropriate motion would be to not introduce the Ordinance and deny the zoning amendment.

Should you have any questions prior to the meeting please do not hesitate to reach out to me.

**STATE OF MICHIGAN
COUNTY OF OAKLAND
CHARTER TOWNSHIP OF WATERFORD
ORDINANCE NO. 2025-Z-002**

ZONING ORDINANCE MAP AMENDMENT

Introduction of Zoning Ordinance 2025-Z-002 - Zoning Ordinance Map Amendment Parcel No. 13-13-401-032, 1711 N Telegraph Rd from HT-2, High Tech Industrial and Office to M-1, Light Industrial Continued.

An ordinance to amend the Waterford Township Zoning Ordinance by rezoning a parcel of property with conditions on its use and development as authorized by MCL 125.3405 and amending the Zoning Map.

THE CHARTER TOWNSHIP OF WATERFORD ORDAINS:

Section 1 of Ordinance

The portion of the parcel of property that is assigned tax parcel number 13-13-401-032, legally described below, with current address of 1711 N Telegraph Rd, is rezoned from HT-2, High Tech Industrial & Office to M-2, Light Industrial with the Zoning Map that is adopted by and made part of the Waterford Township Zoning Ordinance in Section 3-101, to be changed and amended to reflect this rezoning.

Section 2 of Ordinance

The effective date of this ordinance shall be on the 8th day after publication, or a later date as provided in the Michigan Zoning Enabling Act for when a petition for voter referendum on this Ordinance and/or a notice of intent to submit such a petition is timely filed with the Township Clerk.

CERTIFICATION

I certify that this Zoning Ordinance Map Amendment Ordinance was adopted by a majority vote of the members of the Board of Trustees of the Charter Township of Waterford at a meeting duly called and held on January 13, 2025.

CHARTER TOWNSHIP OF WATERFORD

Date

Kimberly Markee, Township Clerk

LEGAL DESCRIPTION ATTACHMENT TO ORDINANCE 2025-Z-002

T3N, R9E, SEC 13 PART OF SE 1/4 BEG AT PT DIST S 89-35-00 W 1328.10 FT & S 00-18-00 W 945.35 FT FROM E 1/4 COR, TH S 00-18-00 W 559.40 FT, TH N 43-34-00 W 400.03 FT, TH N 45-57-00 E 387.67 FT TO BEG 1.78 A 5/18/87 FR 019

Moved by Hauswirth,

Seconded by Markee, RESOLVED, to introduce Zoning Ordinance 2025-Z-002 - Zoning Ordinance Map Amendment Parcel No. 13-13-401-032, 1711 N Telegraph Rd from HT-2, High Tech Industrial and Office to M-1, Light Industrial; furthermore, to place on the January 13, 2025, agenda for possible adoption. A roll call vote was taken.

Ayes: Bartolotta, Markee, Thomas, Gilbert, Harris, Hauswirth, and Wall

Nays: None

Absent: None

Motion carried unanimously.

10.3 Introduction of Zoning Ordinance 2025-Z-003 - Parcel No. 13-14-227-027, from O-1, Local Office to C-2, Small Business

The following memo was received by Jeffrey Polkowski, Director of Development Services.

The applicant is seeking to rezone the subject property from O-1, Local Office to C-2, Small Business. If their proposed rezoning is successful, they intend to develop a commercial space to house a law office and specialty retail store to sell hand-crafted wooden goods made on site.

The proposed zoning district would expand the number of potential uses allowed on the subject property but is of a similar intensity to what is currently allowed under the O-1, Local Office zoning. With property zoned M-2, General Industrial just across Scott Lake Rd a low-intensity, non-residential zoning is appropriate for the subject property to allow it to be a buffer the residentially zoned properties to the west from the industrial uses to the east.

Planning Commission Recommendation and Findings

The Planning Commission reviewed this proposed rezoning at the regularly scheduled meeting on November 26, 2024 and resolved unanimously to forward a favorable recommendation to the Township Board.

Motions

Based upon the Planning Commission's favorable recommendation at the November 26, 2024 regular meeting of the Planning Commission, should the Board want to consider adopting the requested rezoning, the appropriate motion would be to introduce the attached Ordinance and schedule it for possible adoption at the January 13, 2024 meeting. However, if the Board does not want to adopt the requested rezoning, the appropriate motion would be to not introduce the Ordinance and deny the zoning amendment.

Should you have any questions prior to the meeting please do not hesitate to reach out to me.

**STATE OF MICHIGAN
COUNTY OF OAKLAND
CHARTER TOWNSHIP OF WATERFORD
ORDINANCE NO. 2025-Z-003**

ZONING ORDINANCE MAP AMENDMENT

An ordinance to amend the Waterford Township Zoning Ordinance by rezoning a parcel of property with conditions on its use and development as authorized by MCL 125.3405 and amending the Zoning Map.

THE CHARTER TOWNSHIP OF WATERFORD ORDAINS:

Section 1 of Ordinance

The portion of the parcel of property that is assigned tax parcel number 13-14-227-027, legally described below, with no current address, is rezoned from O-1, Local Office to C-2, Small Business with the Zoning Map that is adopted by and made part of the Waterford Township Zoning Ordinance in Section 3-101, to be changed and amended to reflect this rezoning.

Section 2 of Ordinance

The effective date of this ordinance shall be on the 8th day after publication, or a later date as provided in the Michigan Zoning Enabling Act for when a petition for voter referendum on this Ordinance and/or a notice of intent to submit such a petition is timely filed with the Township Clerk.

Introduction of Zoning Ordinance 2025-Z-003 - Parcel No. 13-14-227-027, from O-1, Local Office to C-2, Small Business

CERTIFICATION

I certify that this Zoning Ordinance Map Amendment Ordinance was adopted by a majority vote of the members of the Board of Trustees of the Charter Township of Waterford at a meeting duly called and held on January 13, 2025.

CHARTER TOWNSHIP OF WATERFORD

Date

Kimberly Markee, Township Clerk

LEGAL DESCRIPTION ATTACHMENT TO ORDINANCE 2025-Z-003

T3N, R9E, SEC 14 LAKES VIEW SUB LOT 34 EXC E 10 FT TAKEN FOR HWY, ALSO ALL OF LOT 35

Moved by Wall,
Seconded by Harris, RESOLVED, to introduce Zoning 2025-Z-003 - Parcel No. 13-14-227-027, from O-1, Local Office to C-2, Small Business; furthermore, to place on the January 13, 2025, agenda for possible adoption. A roll call vote was taken.

Ayes: Bartolotta, Markee, Thomas, Gilbert, Harris, Hauswirth, and Wall

Nays: None

Absent: None

Motion carried unanimously.

10.4 Introduction of Zoning Ordinance 2025-Z-004; Vape and Smoking Store Moratorium

The following memo was received by Jeffrey Polkowski, Director of Development Services.

The applicant is seeking to rezone the subject property from O-1, Local Office to C-2, Small Business. If their proposed rezoning is successful, they intend to develop a commercial space to house a law office and specialty retail store to sell hand-crafted wooden goods made on site.

The proposed zoning district would expand the number of potential uses allowed on the subject property but is of a similar intensity to what is currently allowed under the O-1, Local Office zoning. With property zoned M-2, General Industrial just across Scott Lake Rd a low-intensity, non-residential zoning is appropriate for the subject property to allow it to be a buffer the residentially zoned properties to the west from the industrial uses to the east.

Planning Commission Recommendation and Findings

The Planning Commission reviewed this proposed rezoning at the regularly scheduled meeting on November 26, 2024 and resolved unanimously to forward a favorable recommendation to the Township Board.

Motions

Based upon the Planning Commission's favorable recommendation at the November 26, 2024 regular meeting of the Planning Commission, should the Board want to consider adopting the requested rezoning, the appropriate motion would be to introduce the attached Ordinance and schedule it for possible adoption at the January 13, 2024 meeting. However, if the Board does not want to adopt the requested rezoning, the appropriate motion would be to not introduce the Ordinance and deny the zoning amendment.

Introduction of Zoning Ordinance 2025-Z-004: Vape and Smoking Store Moratorium Continued.

Should you have any questions prior to the meeting please do not hesitate to reach out to me.

Over the course of several weeks during 2024, the Waterford Township Police Department has identified nineteen of the sixty three vape and smoke shops that violated State law by selling vape products to a person under the age of twenty-one.

In addition to federal and state regulations governing the sale and advertising of tobacco products, the Township has the authority to impose certain local regulations related to the time, place, and manner of such businesses. The Centers for Disease Control (CDC) has raised concerns about the health impacts of tobacco and e-cigarette use, particularly among youth and young adults. In response to these concerns, the Township Board seeks to establish regulations that prioritize public health and safety while addressing the growing presence of vape and smoking stores within the Township.

This proposed moratorium would impose a temporary suspension on the acceptance of applications for site plan approval and business registration for new vape and smoking stores in Waterford Township. This moratorium will allow Township Staff and the Township Attorney ample time to draft potential amendments to the Township's Zoning Ordinance and Code of Ordinances regarding the location and regulation of such establishments.

The proposed definition of vape and smoking shops to be considered for this moratorium is as follows:

VAPE AND SMOKING STORE. A retail establishment in which articles for sale are primarily limited to a range of tobacco or other nicotine related products and/or paraphernalia for the administration of tobacco or other nicotine related products. To complement such items these establishments may also include the limited retail sale of food and drink items.

By imposing this moratorium, Waterford Township will be able to take the necessary time to make informed decisions regarding regulations that are in the best interest of the community.

Planning Commission Recommendation and Findings

The Planning Commission reviewed this proposed zoning ordinance amendment and resolution at the regularly scheduled meeting on November 27, 2024, and resolved unanimously to forward a favorable recommendation to the Township Board.

Motions

Based upon the Planning Commission's favorable recommendation at the November 27, 2024 regular meeting of the Planning Commission, should the Board want to consider adopting the zoning ordinance amendment, the appropriate motion would be to introduce the attached Ordinance and schedule it for possible adoption at the January 13, 2025 meeting. However, if the Board does not want to adopt the zoning ordinance amendment, the appropriate motion would be to not introduce the ordinance and deny the zoning amendment.

In addition to the proposed zoning ordinance amendment, it is recommended that the Board of Trustees adopt a resolution imposing a six-month moratorium on accepting applications for site plan approval and business registration for new vape and smoking stores within the Township. This moratorium will end either after six months or when repealed by the Board, whichever occurs first. During this period, the Board, Planning Commission, and relevant staff will review and recommend potential zoning and ordinance amendments to address public health, safety, and welfare concerns. Property or business owners affected by the moratorium may request a hearing within 45 days to demonstrate that it prevents viable economic use of their property or violates

Introduction of Zoning Ordinance 2025-Z-004; Vape and Smoking Store Moratorium Continued.

state or federal law. If the Board determines the request is valid, relief from the moratorium may be granted.

Please let me know if you have any questions prior to the meeting.

STATE OF MICHIGAN
COUNTY OF OAKLAND
CHARTER TOWNSHIP OF WATERFORD

ORDINANCE NO. 2024-Z-004

TEXT AMENDMENT TO ZONING ORDINANCE

An Ordinance to amend Waterford Township Zoning Ordinance No. 135-A ("Zoning Ordinance") for the purpose of adding a definition and to impose a temporary moratorium on applications.

THE CHARTER TOWNSHIP OF WATERFORD ORDAINS:

Section 1 of Ordinance

The definition of Vape Shop shall be added to Section 1-007 of the Zoning Ordinance to read as follows:

VAPE AND SMOKING STORE. A retail establishment in which articles for sale are primarily limited to a range of tobacco or other nicotine related products and/or paraphernalia for the administration of tobacco or other nicotine related products. To complement such items these establishments may also include the limited retail sale of food and drink items.

Section 2 of Ordinance

The Board of Trustees has imposed a temporary moratorium on applications under Section 4-004 of the Zoning Ordinance for site plan review of Vape and Smoking Shops for a period of six (6) months, or as may be extended, in order to review and consider possible necessary regulations.

Section 3 of Ordinance

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect, and the Waterford Township Code of Ordinances shall remain in full force and effect, amended only as specified above.

Section 4 of Ordinance

If any section, clause or provision of this Ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any Court of competent jurisdiction, such section, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 5 of Ordinance

All proceedings pending and all rights and liabilities existing, acquired, or incurred at the time this Ordinance takes effect are saved and may be consummated according to the law in force when they were commenced.

Section 6 of Ordinance

Introduction of Zoning Ordinance 2025-Z-004: Vape and Smoking Store Moratorium Continued.

The effective date of this Ordinance shall be on the 8th day after publication, or a later date as provided in the Michigan Zoning Enabling Act for when a petition for voter referendum on this Ordinance and/or a notice of intent to submit such a petition is timely filed with the Township Clerk.

CERTIFICATION

I certify that this Zoning Ordinance Text Amendment was adopted by a majority vote of the members of the Board of Trustees of the Charter Township of Waterford at a meeting duly called and held on _____, 2024.

Date

Kimberly Markee, Township Clerk

Trustee Hauswirth read the following Resolution.

CHARTER TOWNSHIP**RESOLUTION ESTABLISHING A MORATORIUM ON
THE APPROVAL OF NEW VAPE AND SMOKING STORES WITHIN
WATERFORD TOWNSHIP**

WHEREAS, the Charter Township Act, Public Act 359 of 1947, MCL 42.15 authorizes a township board to enact ordinances necessary to provide for the health and safety of people within the Township.

WHEREAS, the Township currently has approximately nineteen retail establishments that primarily sell only a limited range of tobacco or other nicotine related products and/or paraphernalia for the administration of tobacco or other nicotine related products.

WHEREAS, the Center for Disease Control, ("CDC") states on its website www.cdc.gov that no tobacco products, including e-cigarettes are safe and that e-cigarettes should not be used by youth, young adults, or women who are pregnant. The CDC also states that in 2021, 61.4% of adults 18-24 years of age reported they have vaped.

WHEREAS, there are several federal and state laws, which regulate the sale and advertising of tobacco products, however, there are certain time, place, and manner regulations a municipality may put in place.

WHEREAS, the Board of Trustees finds that it is beneficial to the health and safety of its residents to consider standards to regulate the location of and advertising by new vape and smoking stores as well as determine if there are other appropriate legally permissible regulations for new vape and smoking stores that wish to locate within the Township.

WHEREAS, the Board of Trustees finds that it is in the public interest to impose a temporary moratorium on applications for site plan approval under the Zoning Ordinance for vape and smoking stores in order to review and consider necessary regulations.

BE IS RESOLVED, by the Waterford Township Board of Trustees that a moratorium be imposed barring the acceptance of applications for site plan approval and business registration for new vape and smoking stores to locate within the Township for a period of six (6) months, or the date that the Board of Trustees repeals this Resolution, whichever occurs first.

Introduction of Zoning Ordinance 2025-Z-004; Vape and Smoking Store Moratorium Continued.

BE IT FURTHER RESOLVED, that during the 6-month moratorium, or any extension thereof, the Board of Trustees, along with the Planning Commission and appropriate staff and consultants, shall attend to reviewing and making recommendations on amendments to the Zoning Ordinance and Code of Ordinances, considering the public health, safety, and welfare of its residents, and if amendments are determined to be necessary, preparing and recommending such amendments for consideration by the Board of Trustees.

BE IT FURTHER RESOLVED, that an aggrieved property owner or business owner may request and be entitled to a hearing by the Board of Trustees for the purpose of attempting to demonstrate that the moratorium will preclude all viable economic use of their property or otherwise violate applicable provisions of state or federal law. Said petitioner shall, in writing and directed to the Township Clerk, request a hearing that describes the grounds of the request. The hearing shall be held during a Board of Trustee meeting within forty-five (45) days of receipt of the request. Upon concluding the hearing, the Board of Trustees shall determine whether the petitioner has made the required demonstration and if so, shall grant relief from the moratorium.

BE IT FURTHER RESOLVED, that notice of this Resolution shall be posted at the Township Hall and on the Township website throughout the moratorium period, or any extension granted herein.

CERTIFICATION

I hereby certify that this Resolution was adopted by the Charter Township of Waterford Board of Trustees at a regular meeting on _____.

Charter Township of Waterford

Date

Kimberly Markee, Township Clerk

Moved by Markee,
Seconded by Hauswirth, **RESOLVED**, to introduce Zoning Ordinance 2025-Z-004; Vape and Smoking Store Moratorium; furthermore, to place on the January 13, 2025, agenda for possible adoption. A roll call vote was taken.

Ayes: Bartolotta, Markee, Thomas, Gilbert, Harris, Hauswirth, and Wall

Nays: None

Absent: None

Motion carried unanimously.

11. New Business
11.1 Fiscal Year 2025 Budget Presentation

Mr. Derek Diederich and Ms. Barb Miller presented the 2025 Waterford Township Budget Presentation.

Mr. Diederich stated that the primary focus is the General Fund, Police and Fire Funds, and the Police and Fire Special Assessment Fund.

The millage rate is 13.0063 mills which is a decrease of <.0052> mills. The 'projected' 2025 Year End unassigned fund balances are:

Fiscal Year 2025 Budget Presentation Continued.

- General Fund \$14,408,503
- Police Fund \$ 4,595,056
- Fire Fund \$ 5,323,348

The Projected 'Blended' Year End Unassigned fund balance for General, Police, and Fire is: 39.38%. While Auditors recommend a 10 to 15% unassigned fund balance as a bare minimum 20% to 30% or more is recommended as one of the goals to help uplift/maintain the current Municipal Bond Rating (AA).

Ms. Miller reviewed the following in detail:

2025 Projected Revenues

- General Funds Revenues up \$1,223,608
- Fire Fund Revenues up \$1,108,817
- Police Fund Revenues up \$836,407

2025 Projected Expenditures

- General Fund up \$980,066
- Police Fund up 605,620
- Fire Fund up \$1,112,134

Mr. Diederich shared concerns over State Shared Revenues not keeping up with inflation.

Ms. Miller shared that new increases are 'capped' at 5% or the rate of inflation whichever is lower. However, Headlee has no control mechanism on downward changes. (2010 - \$-17.79%).

Supervisor Bartolotta thanked Mr. Diederich and Ms. Miller for their dedication and hard work.

11.2 Public Hearing – Fiscal Year 2025 Budget Hearing

Supervisor Bartolotta opened the public hearing at 6:49 p.m. No one addressed the Board. Supervisor Bartolotta closed the public hearing at 6:50 p.m.

11.3 2025 General Appropriations Act

Clerk Markee read the 2025 General Appropriations Act resolution.

**Charter Township of Waterford
Oakland County, Michigan**

2025 General Appropriations Act

Whereas, according to the Uniform Budgeting and Accounting Act, Public Act 2 of 1968 as amended, the Waterford Township Supervisor is Chief Administrative Officer with the authority to prepare the budget and control expenditures there under; and

Whereas, the Notice of Public Hearing of the Townships proposed budget was published in the Oakland Press on November 30, 2024; and

Whereas, the Waterford Township Board of Trustees held a Public Hearing on its budget on December 11, 2024; and

Whereas, the proposed 2025 tax rate to be levied by the Charter Township of Waterford is 13.0063 mills; and

2025 General Appropriations Act Continued.

Whereas, the estimated 2025 revenues and expenses for the Charter Township of Waterford are as follows:

	2025 REVENUES	2025 EXPENSES
GENERAL FUND	24,701,702	24,586,424**
POLICE FUND	17,813,740	17,724,637
FIRE FUND	24,990,373	24,960,421
LIBRARY FUND	3,252,772	3,379,196
<u>PARKS & REC. AND SENIOR SERVICES FUNDS</u>	<u>3,672,976</u>	<u>3,637,705</u>
TOTAL REVENUES & OPERATING EXPENSES NOT INCLUDING THE WATER AND SEWER FUND	74,431,563	74,288,383
OTHER FUNDS	2025 REVENUES	2025 EXPENSES
POLICE RESTRICTED	0	0
CEMETERY CARE	0	0
CABLE FUND	383,770	401,886
IMPROVEMENT & REVOLVING	6,424,042	6,841,601
LIBRARY DONATIONS	20,000	138,500
OTHER FUNDS – (CAPITAL PRJ. ETC)	0	170,000
<u>WORKER'S COMPENSATION</u>	<u>6,500</u>	<u>200</u>
TOTAL OTHER FUNDS	6,834,312	7,552,187
TOTAL ALL FUNDS – (EXCLUDING WATER-SEWER)	TOTAL REVENUE	TOTAL EXPENSES
	81,265,875	81,840,570
**GENERAL FUND EXPENDITURES		
TOWNSHIP BOARD	67,054	
DISTRICT COURT	3,338,693	
SUPERVISOR & ASSESSING	1,334,153	
ELECTIONS	315,290	
CLERK	1,062,277	
FISCAL & HUMAN RESOURCES	438,035	
GENERAL SERVICES	3,362,856	
RETIREE BENEFITS	775,850	
TREASURER	966,248	
INFORMATION SYSTEMS	627,903	
FACILITIES & OPERATIONS	1,651,853	
DEVELOPMENT SERVICES	1,831,164	
COMMUNITY PROMOTIONS	82,350	
SCHOOL CROSSING GUARDS	66,162	
TRANSFERS TO OTHER FUNDS- POLICE, FIRE, ETC.	8,666,536	

Now, therefore be it resolved, that the 2025 Budget of the Charter Township of Waterford is hereby adopted by reference.

Be it further resolved, that the Board of Trustees of the Charter Township of Waterford adopts the 2025 fiscal year budget by cost center, except for the District Court which is by line item, and that the Township officials responsible for the expenditures authorized in the budget, with the exception of the District Court, may expend township funds up to the total appropriation authorized for each cost center and may make transfers among the various line items contained in the cost center appropriation.

Be it further resolved, that appropriations will be deemed maximum authorizations to incur expenditures. The supervisor shall exercise oversight and control to ensure that expenditures are within appropriations and shall not issue any order for expenditures that exceed appropriations.

Ayes: _____

Nays: _____

Absent: _____

2025 General Appropriations Act Continued.**Certification**

I hereby certify that this resolution was adopted by the Charter Township of Waterford Board of Trustees by the roll call vote indicated at a regular meeting of the Board on December 11, 2024

Charter Township of Waterford

December 11, 2024

Kim Markee, Township Clerk

Moved by Markee,
Seconded by Thomas, RESOLVED, to adopt the 2025 General Appropriations Act as presented. A roll call vote was taken.

Ayes: Bartolotta, Markee, Thomas, Gilbert, Harris, Hauswirth, and Wall

Nays: None

Absent: None

Motion carried unanimously.

11.4 2025 Water and Sewer Fund Special Appropriations Act and Budget Approval Resolution

Clerk Markee read the 2025 Water and Sewer Fund Special Appropriations Act and Budget Approval Resolution.

**CHARTER TOWNSHIP OF WATERFORD
OAKLAND COUNTY, MICHIGAN**

**2025 WATER AND SEWER FUND
SPECIAL APPROPRIATIONS ACT AND BUDGET
APPROVAL RESOLUTION**

WHEREAS, the Township's proposed budget for the 2025 fiscal year that begins January 1, 2025, includes the Township's Water and Sewer Fund, which is an enterprise fund; and

WHEREAS, under the Uniform Budgeting and Accounting Act, Public Act No. 2 of 1968, as amended, although budgets for enterprise funds are not part of the budget that is approved by a general appropriations act, they may be approved by a special appropriations act; and

WHEREAS, on December 11, 2024, the Township Board of Trustees held a public hearing on its proposed budget for the 2025 fiscal year, notice of which was published in the Oakland Press on November 30, 2024, and

WHEREAS, the proposed 2025 Water and Sewer Fund Budget, which does not require or provide for money to be raised by taxation or new bond issues to meet proposed expenditures, and necessary supporting schedules provides for:

1. Expenditures of \$28,042,933 that include \$529,037 of debt interest expenses.
2. Debt principal payments of \$2,430,906 included in the \$28,042,933 of expenditures.
3. Anticipated income (revenue) of \$28,095,655
4. An estimated (1-1-2025) beginning fund balance of \$26,089,259 and estimated end of year (12-31-2025) fund balance of \$26,141,981; and

2025 Water and Sewer Fund Special Appropriations Act and Budget Approval Resolution Continued.

WHEREAS, the proposed 2025 Water and Sewer Fund Budget includes supporting schedules for the information in the Budget.

IT IS THEREFORE RESOLVED that the proposed 2025 Water and Sewer Fund Budget as described in this Resolution is approved and adopted.

IT IS FURTHER RESOLVED that appropriations are hereby made for the expenditures in the approved Budget, which are maximum authorizations for responsible and authorized Township officials to incur expenditures within each of the cost centers.

CERTIFICATION

I hereby certify that this Resolution was adopted by the Charter Township of Waterford Board of Trustees at a regular meeting on December 11, 2024.

Charter Township of Waterford

Date

Kim Markee, Township Clerk

Moved by Markee,

Seconded by Hauswirth, RESOLVED, to approve 2025 Water and Sewer Special Appropriations Act and Budget Approval Resolution. A roll call vote was taken.

Ayes: Bartolotta, Markee, Thomas, Gilbert, Harris, Hauswirth, and Wall

Nays: None

Absent: None

Motion carried unanimously.

11.5 Fiscal Year 2024 - Year End Budget Amendments

The following memo was received from Derek Diederich, Twp. Budget Director and DPW Admin. Superintendent, and Barb Miller, Assistant Twp. Budget Director and Twp. Accounting Manager

After review of the Township operational budget accounts and the need to post some one time revenue and accrual adjustments, we recommend the following (2024) year-end adjustments and amendments for the Township Board's review and action.

One-Time Revenue Receipts for 2024 Budget Year:

Waterford Township received a few 'one-time' revenues that need to be incorporated into the 2024 Budget. Waterford received a rebate from its General Liability Carrier – Michigan Municipal Risk Management Authority (MMRMA) in the amount of \$642,350 in 2024. While this is good news, this revenue source is a one-time adjustment made by our carrier to account for loss experience and required assets on hand compared against the insurance carrier's exposure as derived by their accountants and actuaries. In short, this is the type of revenue that cannot be considered permanent. As we have discussed previously, we do not believe in attaching reoccurring annual expenses to one-time revenue events, which is a conservative budgetary practice.

Fiscal Year 2024 - Year End Budget Amendments Continued.**Township Board Budget Adjustment #1 Motion Requested:**

General Fund Line Item (10101-68700) was originally budgeted at \$150,000. At this time, we would ask the Township Board to approve a budget adjustment to the Township's General Fund Revenue Line Item: (10101-68700) 'Refunds and Rebates' of \$558,276 to recognize the General Fund portion of the refund and to adjust for some differences between budget vs. actual for smaller expected refund sources. The allocation to the Water-Sewer Fund is \$98,989 to account Refunds and Rebates (59003-68700) to approximate Water-Sewer's share of this rebate.

State Shared Revenue Amendment #2 Motion Requested

We originally budgeted \$7,568,462 in revenue line item: (10101-57401). We expect year-end to be closer to \$7,600,000. Therefore, we recommend the Board approve a budget increase adjustment of \$31,538 to line item: (10101-57401). The State's consumer spending model ended up different than originally estimated.

Township Board Budget Adjustment #3 Motion Requested:

Waterford now receives its proportional share of the State of Michigan's Excise Tax as it pertains to Marijuana Sales within its political boundary. Originally budgeted at: \$85,000, we have collected the September-2024 distribution of \$178,245 and therefore request a budget amendment of \$93,245 to line item (10101-43900).

Township Board Budget Adjustment #4 Motion Requested:

In the recent past, Waterford Township Received \$9.2 million in the Federal American Rescue Plan Act (ARPA) Funds due to the Federal response to the Worldwide Pandemic. The Township Board declared the funds related to this award as 'revenue loss.' General Fund Revenue Line Item 10101-53300-APRA1 needs to be reduced by \$3,875,516 for FY 2024 because this amount was recognized in the 2023 budget. The funds were moved and allocated in the 246-Improvement Revolving Fund for deferred maintenance and construction activities approved by the Township Board.

Township Board Budget Adjustment #5 Motion Requested:

The Court Fines/Fees Revenue in 10101-65600 was originally budgeted at \$975,000 and we project the Year-End total to be closer to the \$1,151,540 mark. Therefore, we request a budget amendment in the amount of \$176,540 to recognize the additional revenue.

Township Board Budget Adjustment #6 Motion Requested:

We would also recommend that the Township Board make an increased transfer from its General Fund, Fund # (101) to its Improvement and Revolving Fund, Fund # (246). As a reminder, the (246) Improvement Revolving Fund is where the Township budgets and pays for its general government capital improvements. This fund does not have a reoccurring or dedicated revenue stream, so it is essential that whenever possible this fund be given an opportunity to help the community address its capital infrastructure and deferred maintenance needs. Historically, the Improvement Revolving Fund has allowed the Township to participate in the Tri-Party (Oakland County, Oakland County Road Commission and Twp.) road projects, Township drainage issues, streetlights, sidewalks and other needed capital upgrades and repairs. The needs for capital improvements are vast and virtually without end and such items have been deferred, especially during past recessions. At this time, we recommend that the Township Board authorize an increased transfer of \$250,000 from General Fund expense line item 19650-99911 to Improvement Revolving Fund Revenue line item 24601-67402. While this is a positive item, we should keep in mind that public infrastructure projects can be very costly, and that the Township has deferred many projects over the past number of years. These capital projects are mainly one-time in nature and related to repair, maintenance, and technology needs.

Fiscal Year 2024 - Year End Budget Amendments Continued.**Township Board Budget Adjustment #7 Motion Requested:**

We would also recommend that the Township Board make an increased transfer from its General Fund, Fund # (101) to its Cemetery Care Fund, Fund # (209). The Township's five municipal cemeteries at some point will have ongoing maintenance and upkeep needs and have no dedicated revenue stream to help meet these needs. At the end of 12-31-23 there was \$1,027,515 in this fund. We recommend an increased transfer of \$35,000 from General Fund Line Item 19650-99908 to Cemetery Care Fund Line Item 20901-67402 at this time.

Township Board Budget Adjustment #8 Motion Requested:

We would recommend that the Township Board authorize an increased transfer from the General Fund Line Item #12480-99901 to the (330) fund, line item #33001-67410 using project code GENFD in the amount of \$2,750,000. If you remember the (330) fund was created to help set aside current dollars for future capital needs. The General Fund transfer to the 330 Fund is for future building, grounds or vehicle repairs, maintenance, or acquisition in the General Fund category.

Township Board Budget Adjustment #9 Motion Requested:

We would recommend that the Township Board authorize an increased transfer from the Fire Fund Line Item # 20630-99901 to the (330) fund, designated to the fire capital line item #33001-67410-FIRE in the amount of \$350,000. If you remember the (330) fund was created to help set aside current dollars for future capital needs including vehicles and equipment. As you are aware, public safety vehicles in this category are very important, as well as very expensive and setting aside dollars when possible is financially prudent. This is the type of move that also would permit paying cash rather than financing such vehicles in the future.

Township Board Budget Adjustment #10 Motion Requested:

We would recommend that the Township Board authorize an increased transfer from the Police Fund Line Item # (20730-99901) to the (330) fund, designated to the police capital line item 33001-67410-POLIC in the amount of \$350,000. If you remember the (330) fund was created to help set aside current dollars for future capital needs including vehicles and equipment. As you are aware, vehicles, technology (911 Systems etc.) and deferred building maintenance in this category are very important, as well as very expensive and setting aside dollars when possible is financially prudent.

Township Board Budget Adjustment #11 Motion Requested:

The Township Building Permits revenue line item was originally budgeted at \$410,000. We project the Year-End total to be closer to \$571,088 based on an increase related to activities in 2024. Therefore, we request a budget amendment to increase and adjust the original budgeted amount by \$161,088 to recognize the increased revenue. This corresponds to line item #10101-46300.

Township Board Budget Adjustment #12 Motion Requested:

The Township Building Permits-Electrical revenue line item was originally budgeted at \$120,000. We project the Year-End total to be closer to \$184,532 based on an increase related to activities in 2024. Therefore, we request a budget amendment to increase and adjust the original budgeted amount by \$64,532 to recognize the increased revenue. This corresponds to line item #10101-46400.

Township Board Budget Adjustment #13 Motion Requested:

As the Board is aware, the Township was under a Corrective Action Plan (CAP) with the State of Michigan with respect to its closed Retiree Health Care System. At the end of FY 2023 the Township was above the State Minimum Threshold of 40% Funded. Public Act 202 of 2017 requires Municipalities to be at least 40% funded in this benefit category. The most recent actuarial study (12-31-2023) had the Township listed at 46.10% funded with a <\$113,577,429>

Fiscal Year 2024 - Year End Budget Amendments Continued.

Actuarial Assumed Liability (AAL). The Township has taken many steps in recent years to help address this category like closing the system to new hires, starting a trust to invest assets and receive some compound interest to help leverage against future costs and most recently completing a dependent audit among other steps. In 2021, the Township Board implemented retiree health care plan reforms. These measures helped reduce some of the unfunded liabilities by an estimated <\$40,000,000>. At this time, we are recommending an additional contribution to the health care trust in the amount of \$2,475,743 broken up from different funding sources listed below. While this alone does not solve this issue, it will be yet another positive and affirmative step in the right direction. The breakdown of the 2024 proposed year-end supplemental retiree health care trust funding is as follows:

<u>Fund:</u>	<u>Object #:</u>	<u>Amount:</u>
General Fund	71350	\$595,485
Police Fund	71350	\$587,813
Fire Fund	71350	\$615,285
Water-Sewer	71350	\$389,813
Parks & Rec.	71350	\$ 82,170
Library	71350	<u>\$270,178</u>

Total: **\$2,475,743**

Township Board Budget Adjustment #14 Motion Requested:

The General Fund transfers portions of the general fund millage as laid out during the budget process. The Police Department receives a substantial transfer each year from the General Fund. For 2024 the budgeted amount was \$4,310,680. Due to the Police Department not being at its full complement of staff for 2024 we recommend some of the General Fund Funding be pulled back at year end. At this time, we recommend adjusting the General Fund Expense Line 19650-99904 down by \$1,500,000 and a corresponding amount be reduced in the Police Revenue Line Item of 20701-67402 \$1,500,000.

Township Board Budget Adjustment #15 Motion Requested:

The EMS fee-based revenue needs to be adjusted to more accurately reflect year-end expected totals.

<u>Revenue Line:</u>	<u>Name:</u>	<u>Rev. Budget:</u>	<u>Est. Y.E.:</u>	<u>Req. Amd:</u>
20601-62710	Charge – EMS Fees	\$2,300,000	\$2,536,421	\$236,421

Township Board Budget Adjustment #16 Motion Requested:

The following budget amendments are needed in the (590) Fund Water-Sewer to more adequately reflect expected year end collections.

<u>Revenue Line:</u>	<u>Name:</u>	<u>Rev. Budget:</u>	<u>Est. Y.E.:</u>	<u>Req. Amd:</u>
59001-64500	Sales-Water Metered	\$6,600,000	\$6,531,790	<\$ 68,210>
59002-65012	Charge Sewer Usage	\$18,500,000	\$19,403,320	\$ 903,320

Township Board Budget Adjustment #17 Motion Requested:

The following budget amendments are requested in the interest revenue category to more adequately reflect expected year-end actual earnings.

<u>Revenue Line:</u>	<u>Name:</u>	<u>Rev. Budget:</u>	<u>Est. Y.E.:</u>	<u>Req. Amd:</u>
10101-66401	Inter Rev. Gen. Fund	\$153,674	\$578,048	\$424,374
20601-66400	Interest Rev. Fire	\$ 97,802	\$284,658	\$186,856
20701-66400	Interest Rev. Police	\$ 93,752	\$263,927	\$170,175
24601-66400	Interest Imp. Revolving	\$ 43,837	\$277,428	\$233,591

Fiscal Year 2024 - Year End Budget Amendments Continued.

27001-66400	Interest Library Fund	\$ 26,599	\$ 70,167	\$ 43,568
28001-66400	Interest Parks & Rec.	\$ 20,615	\$ 75,747	\$ 55,132
28201-66400	Interest Fed. Grant	\$ 50,000	\$ 86,000	\$ 36,000
59003-66400	Interest Water-Sewer	\$195,000	\$583,213	\$388,213

Township Board Budget Adjustment #18 Motion Requested:

In operational year 2024, the Water and Sewer Fund (590) did not spend all of its allocated resources for operational line (Sewer Treatment).

<u>W&S Line:</u>	<u>Revised Budget:</u>	<u>Projected Y.E.:</u>	<u>Requested Amd:</u>
59054-81000	\$9,789,223	\$9,450,000	<\$ 339,223>

Township Board Budget Adjustment #19 Motion Requested:

The Township's Retiree Health and current employee health lines are in need of adjusting. There are factors that influenced this need including the Township going to a self-insured model, not quite as many employees retiring as originally planned and some timing delays with hiring in the public safety departments. The breakdown of recommended budget amendments are as follows:

2024 Projected Current Employee Health Care Expenses:

<u>Health Care Line:</u>	<u>Revised Budget:</u>	<u>Projected Y.E.:</u>	<u>Req. Amd:</u>
20730-71100	\$1,216,180	\$725,781	<\$490,399>

2024 Projected Retiree Health Care Expenses:

<u>Ret. Health Care Line:</u>	<u>Revised Budget:</u>	<u>Projected Y.E. :</u>	<u>Req. Amd:</u>
11360-71150	\$224,547	\$129,955	<\$94,592>
12490-71150	\$819,613	\$685,659	<\$133,954>
20730-71150	\$2,154,038	\$1,691,446	<\$462,592>
20630-71150	\$1,119,243	\$811,524	<\$307,719>
27790-71150	\$60,171	\$35,113	<\$25,058>
59044-71150	\$372,630	\$332,736	<\$39,894>

Township Board Budget Adjustment #20 Motion Requested:

The Police Department Salary Lines and Benefit Lines are in need of adjustment due to the fact the Department is not at full compliment of staff at the present time.

<u>Salary Line:</u>	<u>Revised Budget:</u>	<u>Projected Y.E. :</u>	<u>Req. Amd:</u>
20730-70200	\$7,036,548	\$6,132,325	<\$904,223>
20730-70300	\$170,000	\$253,599	\$83,599
20730-71780	\$518,574	\$428,387	<\$90,187>

Township Board Budget Adjustment #21 Motion Requested:

The 2024 Budget for account 12480-72050 DC-Committee for the General Fund needs to be adjusted as follows:

<u>Revised Budget:</u>	<u>Projected Y.E. :</u>	<u>Req. Amd:</u>
\$15,000	\$83,588	\$68,588

Township Board Budget Adjustment #22 Motion Requested:

The Township conducts some environmental projects to benefit the environment within the Township. No Haz Clean Up, West Nile Virus Program and some other efforts.

Fiscal Year 2024 - Year End Budget Amendments Continued.

<u>Revised Budget:</u>	<u>Projected Y.E.:</u>	<u>Req. Amd:</u>
\$80,500	\$90,400	<\$9,900>

Township Board Budget Adjustment #23 Motion Requested:

The Treasurer's Office had an employee stay on to help train and advise new employees. Therefore, an adjustment is needed to the salary line in this department. Adjustment required to: 12530-70200.

<u>Revised Budget:</u>	<u>Projected Y.E.:</u>	<u>Req. Amd</u>
\$582,499	\$644,393	<\$61,894>

Township Board Budget Adjustment #24 Motion Requested:

The Development Services Department has contracted engineering and other field services, and the original estimates need to be adjusted.

<u>Exp. Line:</u>	<u>Revised Budget:</u>	<u>Projected Y.E.:</u>	<u>Req. Amd</u>
14100-84500	\$124,000	\$196,749	<\$72,749>
14100-84300	\$ 50,000	\$ 3,600	\$46,400

Township Board Budget Adjustment #25 Motion Requested:

The Budget for 2024 included the purchase of one Fire truck for the Fire Department. This truck has been ordered but due to the long manufacturing lead-time involved in building it, it will not be delivered until 2026. For accounting purposes, it is therefore recommended to reduce 20630-97136 by \$900,000 and make a corresponding increase to 20630-99901 – Capital Project Allocation. An increase is also needed for Capital Project 33001-67410-Fire for \$900,000, so that the purchase of this truck can be made using account 33090-97136-Fire.

Township Board Budget Adjustment #26 Motion Requested:

The 2024 Budget for account for Legal needs to be adjusted as follows:

<u>Legal Line:</u>	<u>Revised Budget:</u>	<u>Projected Y.E. :</u>	<u>Req. Amd:</u>
12480-84100	\$175,000	\$215,000	<\$40,000>

Thank you for your attention and careful consideration to these matters. Should you have any questions please feel free to contact our office at your convenience.

Mr. Diederich and Ms. Miller addressed questions with the Board of Trustees.

Moved by Markee,

Seconded by Thomas, RESOLVED, to approve the 2024 Fiscal Year End Budget Amendments as presented. A roll call vote was taken.

Ayes: Bartolotta, Markee, Thomas, Gilbert, Harris, Hauswirth, and Wall

Nays: None

Absent: None

Motion carried unanimously.

11.6 Approval of Development Services Credit Card Modification

The following memo was received by Treasurer Thomas.

Currently Development Services uses BS&A Software for tracking and scheduling purposes. This system allows for credit card payments. Currently ACI is the current credit card company that has been processing these payments. Beginning January 1, 2025, BS&A will discontinue being a partner with ACI. BS&A will be allowing Development Services to process credit cards through a new system identified as "Stripe".

Requested Board Action

Approve the attached agreement with BS&A Software to set up an account with the Processor referred to as **"Stripe Connect Account"**, and to receive payment processing services from Processor (**"Payment Processing Services"**) through such integration.

Moved by Markee,

Seconded by Hauswirth, RESOLVED, to approve the attached agreement with BS&A Software to set up an account with the Processor referred to as "Stripe Connect Account", and to receive payment processing services from Processor ("Payment Processing Services") through such integration. A roll call vote was taken.

Ayes: Bartolotta, Markee, Thomas, Gilbert, Harris, Hauswirth, and Wall

Nays: None

Absent: None

Motion carried unanimously.

11.7 Amendment #3 Extension Pontiac Fire Service Protection Agreement

The following memo was received by Fire Chief Nye.

I am requesting approval for this Amendment to the Intergovernmental Agreement for Fire Protection and Medical Response Services between the Charter Township of Waterford and the City of Pontiac. This Amendment extends the current Agreement, set to expire on December 31, 2024, for an additional six months, through June 30, 2025.

The purpose of this extension is to allow both parties adequate time to collaboratively develop a comprehensive long-term Fire Protection Service Agreement. This future agreement will be designed to address the evolving needs of our respective governments and the communities we serve. The continued partnership with the City of Pontiac ensures the delivery of critical fire protection and emergency medical services while providing stability and continuity during this transitional period.

The Amendment establishes compensation to the Township for services provided during the extension period, with the City of Pontiac agreeing to pay \$4,794,108.94. Payment terms are detailed in the Amendment as follows:

- **January 1 to March 31, 2025: \$2,397,054.47**
- **April 1 to June 30, 2025: \$2,397,054.47**

The Amendment also removes the Escalator Clause (Sec 2.4) and clarifies that all other terms of the Agreement remain in full force and effect.

Amendment #3 Extension Pontiac Fire Service Protection Agreement Continued.

I respectfully request the Board's approval of this Amendment and authorization for the Township Supervisor, Mr. Anthony Bartolotta, to sign on behalf of the Township.

Requested Board Action:

Approve Amendment to the Intergovernmental Agreement for Fire Protection and Medical Response Services between the Charter Township of Waterford and the City of Pontiac and authorize the Township Supervisor to execute the agreement.

Thank you for your consideration of this request and your continued dedication to ensuring the safety and wellbeing of the residents we serve.

**AMENDMENT #3 TO INTERGOVERNMENTAL AGREEMENT FOR FIRE
PROTECTION AND MEDICAL RESPONSE SERVICES
BETWEEN
CHARTER TOWNSHIP OF WATERFORD AND
THE CITY OF PONTIAC**

This Amendment #3 ("Amendment") to the Intergovernmental Agreement for Fire Protection and Medical Response Services executed on January 17, 2012, ("Agreement") is between the City of Pontiac, a Michigan municipal corporation with the address of 47450 Woodward Avenue, Pontiac, Michigan 48342 ("City"), and the Charter Township of Waterford a Michigan municipal corporation with the address of 5200 Civic Center Drive, Waterford, Michigan 48329 ("Township"). The Agreement was for an initial term for ten years, was effective on February 1, 2022 to extend the term through January 31, 2023, and was amended on January 25, 2023 to extend the term through December 31, 2024. This Amendment will be effective on January 1, 2025.

1. Amendment Purpose: The parties find it desirable to continue the services provided by the Township to the City under the Agreement. The purpose of this Amendment is to extend the term of the Agreement for an additional six (6) months and to provide compensation to the Township.

2. Amendment:

2.1. The following sections shall be deleted in their entirety and replaced with the following language:

Sec 2.0 COST OF SERVICES

The City shall pay the Township Four Million, Seven Hundred Ninety-Four Thousand, and One Hundred and Eight Dollars and 94 Cents (\$4,794,108.94) for services provided January 1, 2025, through June 30, 2025. Payments shall be made to the Township at least ten (10) business days prior to the start of a payment period.

Payments for services shall be as follows:

January 1 to March 31, 2025: \$2,397,054.47

April 1 to June 30, 2025: \$2,397,054.47

Sec 3.0 TERM OF AGREEMENT

This Agreement shall remain in effect through June 30, 2025.

2.2. The following section shall be deleted in its entirety without replacement:

Amendment #3 Extension Pontiac Fire Service Protection Agreement Continued.Sec 2.4 **ESCALATOR CLAUSE: FIFTH AND SUBSEQUENT YEARS**

3. All other terms of the Agreement, not modified by this Amendment shall remain in full force and effect through the amended term of the Agreement.
4. This Amendment may be executed with counterpart signature pages or in two or more counterparts (including facsimile or electronic transmission of such signature pages), all of which shall be considered one and the same Agreement and each of which shall be deemed an original.

CITY OF PONTIAC

CHARTER TOWNSHIP OF WATERFORD

By: Tim Greimel
Its: Mayor

By: Anthony Bartolotta
Its: Supervisor

Date:_____

Date:_____

December 3, 2024, The Pontiac City Council authorized the Mayor to sign the agreement. They have directed the Mayor to work on securing a three (3) year to five (5) year agreement.

Moved by Markee,
Seconded by Harris, RESOLVED, to approve the Amendment to the Intergovernmental Agreement for Fire Protection and Medical Response Services between the Charter Township of Waterford and the City of Pontiac and authorize the Township Supervisor to execute the agreement. A roll call vote was taken.

Ayes: Bartolotta, Markee, Thomas, Gilbert, Harris, Hauswirth, and Wall
Nays: None
Absent: None

Motion carried unanimously.

11.8 Fire Department request for ordering of a new SCBA Fill Station

The following memo was received by Fire Chief Nye.

We are asking the Board's approval to place the order for a new SCBA fill station that was allocated for the 2025 budget from line item **20630-97127** Capital Self Contained Breathing Equipment before the quote expires on 12/23/24 and prices are increased for 2025. As we have seen since the pandemic that all specialty equipment has seen significant increases in cost from year to year. This would allow us to head off any price increases and still fall in range for the assigned funds for this project. The total cost for this project is **\$49,603.70** (see attached contract.).

A breathing air containment fill station is crucial for fire departments for several reasons:

1. **Safety and Readiness:** Firefighters rely on self-contained breathing apparatus (SCBA) for protection against smoke, toxic gases, and other hazardous conditions. A fill station allows them to refill these tanks quickly and efficiently, ensuring that their equipment is always ready for the next emergency.

Fire Department request for ordering of a new SCBA Fill Station Continued.

2. **Efficiency:** In high-pressure situations, time is of the essence. Having an in-house fill station allows fire departments to refill tanks without delay, rather than waiting for external services. This minimizes downtime and ensures that firefighters can get back to operations swiftly.
3. **Cost-Effectiveness:** Regularly refilling tanks in-house can be more economical than outsourcing this service. It helps fire departments manage their budgets better by reducing costs associated with external filling services and transportation.
4. **Control and Quality:** A dedicated fill station allows departments to maintain control over the quality and safety of the air being provided. This ensures that the air is properly filtered and meets the required standards, which is critical for the health and safety of firefighters.
5. **Training and Drills:** Having a fill station on-site supports ongoing training and drills. Firefighters can practice and train more effectively with immediate access to fully charged SCBA tanks, improving their readiness for real-life scenarios.
6. **Emergency Preparedness:** In the event of a large-scale or prolonged emergency, having a fill station ensures that there is a continuous supply of air for multiple firefighters working simultaneously. This capability is vital for sustained operations and effective emergency response.

Overall, a breathing air containment fill station enhances a fire department's operational efficiency, safety, and preparedness, directly impacting their ability to respond effectively to emergencies. Current Breathing Air Compressor at Station 1 was purchased in 2010 and is a "Scott" Brand. "Scott" discontinued their compressor line in 2021 causing difficulty in obtaining parts and service with a sunset on both at an unknow time.

Moved by Markee,

Seconded by Thomas, RESOLVED, to approve the ordering of the SCBA Fill Station in the amount of \$49,603.70 utilizing funds from account number 20630-97127. A roll call vote was taken.

Ayes: Bartolotta, Markee, Thomas, Gilbert, Harris, Hauswirth, and Wall

Nays: None

Absent: None

Motion carried unanimously.

11.9 OnBase Annual Maintenance & Support

The following memo was received by Jared Black, IT Director; Shelly Schloss, Senior Executive Assistant.

Waterford Township currently utilizes OnBase by Hyland Software as our enterprise-wide Content Management System (CMS). The solution is used in various Township departments for storage and retrieval of official Township records, including current and historical scanned and electronically produced documents. OnBase is a critical software that helps us manage our documents and streamline our workflows. It is essential that we maintain and support this software to ensure that it continues to function optimally.

The application is critical to the operation of many of the Township departments and as such, the vendor is on the Township Board approved Single Source List. This is because the vendor is the sole source for purchasing maintenance and support of the application.

OnBase Annual Maintenance & Support Continued.

Due to the cost of the quote, it is still necessary for the Township board to approve the purchase of the 2025 OnBase Annual Maintenance and Support. This will allow access to the latest version of the software and access to Hyland Support, should any outages or issues arise.

Requested Board Action:

Approve the attached invoice for Annual Maintenance & Support from Hyland Software, Inc. in the amount of \$65,079.98

Moved by Markee,

Seconded by Wall, RESOLVED, to approve the attached invoice for Annual Maintenance & Support from Hyland Software, Inc. in the amount of \$65,079.98. A roll call vote was taken.

Ayes: Bartolotta, Markee, Thomas, Gilbert, Harris, Hauswirth, and Wall

Nays: None

Absent: None

Motion carried unanimously.

11.10 Resolution to Support a SAD for Lotus, Pirrin & Rowley & Authorize Contribution of Funds

The following memo was received by Katie Bryant, DPW Engineering Assistant.

The Waterford Township Board of Trustees has committed \$2 million for up to 10% contributions to improvements to subdivision roads through a Special Assessment District (SAD) with the Road Commission for Oakland County. As you know, all public subdivision roads in Waterford Township are under the jurisdiction of the RCOC for maintenance, but repaving is accomplished through the SAD process.

Property owners with frontage on Lotus Dr., Pirrin Dr., and Rowley Blvd. have successfully circulated their first "expression of interest" petition and received preliminary construction plans and cost estimates to improve their roads through an SAD. Heather Colman, a resident within the proposed SAD district, has submitted the attached letter of interest to request the Township's funding support.

As allowed by Public Act 246 of 1931, and in accordance with the Township's adopted procedures for considering potential participation in a road commission SAD, we are being asked to consider Ms. Colman's request for a contribution to the proposed road improvement project for Lotus Dr., Pirrin Dr., and Rowley Blvd. at 10% of estimated construction costs in the amount of \$73,556.06.

Per the adopted procedure, I have confirmed with the budget director that sufficient funds exist in the ARPA funds allocated by the Township Board to support this contribution.

Lotus Dr., Pirrin Dr., Rowley Blvd.

Total estimated project cost	\$1,334,897.03
Base lot assessment	\$24,199.52
Max individual assessment	\$28,555.43
10% contribution	\$133,489.70

Attached to this memo are the resolution for consideration, Ms. Colman's letter of interest, and a copy of the RCOC Notice to Property Owners Administrative Meeting for this project showing details of preliminary construction plans and cost estimates for this project.

Resolution to Support a SAD for Lotus, Pirrin & Rowley & Authorize Contribution of Funds Continued.**Recommended motion:**

- (1) Motion to adopt the Resolution Supporting a Road Commission Project for the Improvement of Lotus Dr., Pirrin Dr., and Rowley Blvd. and authorizing contribution of funding in an amount not to exceed 10% of the final cost of the project as determined by the RCOC provided the property owners return a sufficient legal petition within the required timeframe and the Board of the RCOC approves an SAD; and directing the Township Clerk to provide the signed resolution to RCOC and Ms. Colman.

**CHARTER TOWNSHIP OF WATERFORD
RESOLUTION SUPPORTING A ROAD COMMISSION PROJECT
FOR THE IMPROVEMENT OF COUNTY ROADS IN MACEDAY HILLS, WHITFIELD ESTATES
NO. 1, AND WHITFIELD ESTATES NO. 2 SUBDIVISIONS, AND AUTHORIZING CONTRIBUTION
OF FUNDING SHOULD A SPECIAL ASSESSMENT DISTRICT BE ESTABLISHED**

WHEREAS, Lotus Dr., Pirrin Dr., and Rowley Blvd. ("Roads") in the Maceday Hills, Whitfield Estates No. 1 and Whitfield Estates No. 2 Subdivisions in Waterford Township are county roads under the jurisdiction of the Road Commission for Oakland County ("RCOC"); and

WHEREAS, Public Act No 246 of 1931, as amended, MCL 41.271 et.seq. ("Act 246") provides a procedure for the improvement of county roads when initiated by property owner petitions representing more than 51% of lineal frontage on each road proposed for improvement; and

WHEREAS, property owners have provided the RCOC with petitions of interest for improving Lotus Dr., Pirrin Dr., and Rowley Blvd. by creating a special assessment district ("SAD") for funding the project, and the RCOC has provided preliminary construction plans and cost estimates for such a road improvement project in the amount of \$133,489.70; and

WHEREAS, the property owners who submitted a petition to the RCOC for a road improvement project have also provided a request to the Township to participate in an SAD, if one is established by the RCOC; and

WHEREAS, Act 246 allows the township to contribute to an SAD, thereby lowering the cost to the property owners in the assessment district, if the Board of Trustees agrees to be assessed a percentage of the total cost of a road improvement project; and

WHEREAS, the Board of Trustees has determined that the proposed improvements for Lotus Dr., Pirrin Dr., and Rowley Blvd. will create a benefit to the public welfare and convenience of Township residents, and create safer driving conditions for police, fire and EMS personnel; and

WHEREAS, in the interest of allowing all SAD projects a chance to obtain funding support for their projects, the Board of Trustees reserves the right to withdraw funding support if the property owners in this SAD are unable to return a sufficient legal petition.

IT IS THEREFORE RESOLVED that in the event the Board of the RCOC approves an SAD for the improvement of Lotus Dr., Pirrin Dr., and Rowley Blvd. in the Maceday Hills, Whitfield Estates No. 1 and Whitfield Estates No. 2 Subdivisions, it is the intent of the Township Board to accept an assessment at large levied against the Township in an amount not to exceed 10% of the final cost of the project as determined by the RCOC.

Resolution to Support a SAD for Lotus, Pirrin & Rowley & Authorize Contribution of Funds Continued.

IT IS FURTHER RESOLVED that in adopting this Resolution, the Township Board is not agreeing to or approving the Township paying any additional costs or expenses related to the SAD. If an SAD is established, a Resolution adopted by the Township Board will be required to establish the exact amount the Township will contribute to the project.

IT IS FURTHER RESOLVED that the Township reserves the right to withdraw funding support if a valid or sufficient legal petition is not returned to the RCOC within the time frame required.

IT IS FURTHER RESOLVED that the Township Clerk is directed to provide this Resolution to the RCOC for receipt and acceptance, and to the property owners who initiated the request for funding.

CERTIFICATION

I hereby certify that this Resolution was adopted by the Charter Township of Waterford Board of Trustees at a regular meeting on December 11, 2024.

Charter Township of Waterford

Date

Kim Markee, Township Clerk

Moved by Markee,

Seconded by Hauswirth, RESOLVED, to adopt the Resolution Supporting a Road Commission Project for the Improvement of Lotus Dr., Pirrin Dr., and Rowley Blvd. and authorizing contribution of funding in an amount not to exceed 10% (\$133,489.70) of the final cost of the project as determined by the RCOC provided the property owners return a sufficient legal petition within the required timeframe and the Board of the RCOC approves an SAD; and directing the Township Clerk to provide the signed resolution to RCOC and Ms. Colman. A roll call vote was taken.

Ayes: Bartolotta, Markee, Thomas, Gilbert, Harris, Hauswirth, and Wall

Nays: None

Absent: None

Motion carried unanimously.

11.11 Resolution Supporting Oakland County ARPA Senior Center Interlocal Agreement

The following memo was received by Ms. Alison Swanson, Director of Parks and Recreation.

The Waterford Senior Center was awarded a total of \$250,000.00 from Oakland County ARPA Funds in late 2022 to make facility improvements at the Leggett Campus. At that time, the funding was distributed to the Waterford School District and an Interlocal Agreement between Oakland County and the Waterford School District was signed. Once the township begins to manage the Leggett Campus in January 2025, these funds have to be transferred to the township. In order to authorize this transfer, Oakland County will require a new Interlocal Agreement for the grant funds. The Interlocal Agreement will follow and I am working with Erin Asdell from the Waterford Senior Center on this process.

Resolution Supporting Oakland County ARPA Senior Center Interlocal Agreement Continued.

I am respectfully requesting your adoption of the Resolution Supporting the Oakland County ARPA Senior Center Interlocal Agreement for Capital Improvements at the Waterford Senior Center – Leggett Campus be signed once it is provided to us by Oakland County.

The Resolution and spreadsheet detailing planned facility improvements are attached for your review.

If you have any questions, please feel free to contact me at 248-618-7549.

CHARTER TOWNSHIP OF WATERFORD**RESOLUTION SUPPORTING THE OAKLAND COUNTY ARPA SENIOR CENTER
INTERLOCAL AGREEMENT FOR CAPITAL IMPROVEMENTS AT THE WATERFORD SENIOR
CENTER LEGGETT CAMPUS**

WHEREAS, the Charter Township of Waterford supports the Waterford Senior Center's application to Oakland County's Seniors Matching Grant program for capital improvements at the Waterford Senior Center Leggett Campus; and

WHEREAS, Oakland County has a local fiscal recovery fund made available to municipalities in the county.

Upon motion made by Markee, and supported by Harris, the following Resolution has been adopted:

NOW, THEREFORE, BE IT RESOLVED, the Charter Township of Waterford, Michigan by way of vote through the Board of Trustees, authorizes the Township Supervisor to sign the ARPA Senior Center Interlocal Agreement.

The Resolution being put to vote, the Township Board of Trustees voted as follows:

AYES:

NAYS:

ABSENT:

CERTIFICATION

I hereby certify that this Resolution was adopted by the Charter Township of Waterford Board of Trustees at a regular meeting on December 11, 2024

Charter Township of Waterford

Date

Kim Markee, Township Clerk

Moved by Markee,

Seconded by Harris, **RESOLVED**, to approve the Resolution Supporting the Oakland County Arpa Senior Center Interlocal Agreement for Capital Improvements at the Waterford Senior Center Leggett Campus. A roll call vote was taken.

Ayes: Bartolotta, Markee, Thomas, Gilbert, Harris, Hauswirth, and Wall

Nays: None

Absent: None

Motion carried unanimously.

11.12 Agreement with AgeWays for Services to the Aging - CTW DBA Waterford Senior Center

The Township Attorney presented a draft agreement with AgeWays for Services to the Aging - CTW DBA Waterford Senior Center. A copy of the draft agreement is attached to these minutes.

Moved by Markee,

Seconded by Gilbert, RESOLVED, to approve the tentative Agreement with AgeWays for Services to the Aging - CTW DBA Waterford Senior Center and allow the Township Attorney, and Parks and Recreation Director to finalize the agreement. A roll call vote was taken.

Ayes: Bartolotta, Markee, Thomas, Gilbert, Harris, Hauswirth, and Wall

Nays: None

Absent: None

Motion carried unanimously.

11.13 Agreement with AgeWays for Caregiver Meals On Wheels Meals

The Township Attorney presented a draft agreement with AgeWays for Caregiver Meals on Wheels Meals. A copy of the draft agreement is attached to these minutes.

Moved by Markee,

Seconded by Hauswirth, RESOLVED, to approve the draft Agreement with AgeWays for Caregiver Meals On Wheels Meals and allow the Township Attorney, and Parks and Recreation Director to finalize the agreement. A roll call vote was taken.

Ayes: Bartolotta, Markee, Thomas, Gilbert, Harris, Hauswirth, and Wall

Nays: None

Absent: None

Motion carried unanimously.

11.14 Agreement with AgeWays for Long term Supports and Services Agreement (ENCORE Program)

The Township Attorney presented a draft agreement with AgeWays for Long Term Supports and Services Agreement (ENCORE Program). A copy of the draft agreement is attached to these minutes.

Moved by Markee,

Seconded by Hauswirth, RESOLVED, to approve the draft agreement with AgeWays for Long term Supports and Services Agreement (ENCORE Program) and allow the Township Attorney, and Parks and Recreation Director to finalize the agreement. A roll call vote was taken.

Ayes: Bartolotta, Markee, Thomas, Gilbert, Harris, Hauswirth, and Wall

Nays: None

Absent: None

Motion carried unanimously.

11.15 Food Services Agreement for Leggett Campus

The Township Attorney presented a draft agreement for Food Services Agreement for Leggett Campus. A copy of the draft agreement is attached to these minutes.

Moved by Markee,

Seconded by Harris, RESOLVED, to approve the Food Services Agreement for Leggett Campus and allow the Township Attorney, and Parks and Recreation Director to finalize the agreement. A roll call vote was taken.

Ayes: Bartolotta, Markee, Thomas, Gilbert, Harris, Hauswirth, and Wall

Nays: None

Absent: None

Motion carried unanimously.

11.16 Approval of Single Source Vendor List

The following memo was received by Ms. Pam Lyman, Staff Accountant / Purchasing Agent.

Attached is the list of Single Source Vendors for 2023 for your approval. The list is broken down by vendor name, department(s), the type of product or service and explanation codes for each. Items listed in red are changes or additions to the Single Source Vendor List 2022.

This list follows the Township Procurement Policy for Single Source Vendors – Section 3 Procurement Methods - 1.3 Single Source Purchase.

Please contact me if you have any questions.

Moved by Wall,

Seconded by Thomas, RESOLVED, to approve the 2025 Single Vendor list . A roll call vote was taken.

Ayes: Bartolotta, Markee, Thomas, Gilbert, Harris, Hauswirth, and Wall

Nays: None

Absent: None

Motion carried unanimously.

11.17 Moses Roses Request for Change in Ownership

According to our Medical and Adult Use Marijuana Ordinances, when there is an ownership change, the business must notify the Clerk and pay a fee of \$2,500 (stated below). Moses Roses has submitted the necessary application and paid the fee to request an ownership change. This request was sent to the appropriate departments for review. After some additional receipts were provided from Moses Roses, there was one concern from the Assessing Department. The remainder of the Departments did not have any issues with this ownership change request. All department responses are included in this memo.

Moses Roses Request for Change in Ownership Continued.

Also, according to our ordinance in Sec 10-307 item (d) Failure to report a Material Change to the Clerk within 10 days of the change is grounds for suspension or revocation of a license or conditional approval. The State approved their ownership change on November 6, 2023, and they never notified the Clerk. I had to reach out to them and ask them to complete a Change in Ownership form.

Sec 10-307(c)(2) states, "If the change involves a request to add new Applicants or licensees, or a full transfer of ownership, a transfer application fee of \$2,500 shall be paid to the Township. The Clerk shall provide the transfer application information to Assessing, Treasurer, DPW, and the Police Chief. The reporting individuals shall provide their written report to the Clerk within twenty (20) days of receiving the request for a report. The Clerk shall place the transfer request on a Township Board of Trustees meeting agenda. The Township Board shall grant the request so long as there have not been any delinquent property taxes or special assessments owed to the Township by any of the new owners, there is no code of ordinance violations, the State Agency authorized the transfer, and the proposed license or application changes meet all requirements outlined in this article. The Township reserves the right to decline any transfer of a license which occurs within the first year of its original issuance."

If you agree to grant Golden Rockies (DBA Moses Roses), a request for an ownership change, please make the motion below.

Motion to approve the proposed ownership change as requested by Golden Rockies which was approved by the State of Michigan Department of Licensing and Regulatory Affairs on November 6, 2023.

Please contact me with any questions or concerns. Thank you.

Trustee Harris inquired if they met all requirements. Clerk Markee indicated that while they submitted the paperwork late, to the Clerk's Office, they were in compliance.

Mr. Chris Aiello, 32411 Mound Rd., Warren, Michigan, Corporate Attorney for Moses Roses.
Mr. Aiello stated they dropped the ball submitting the paperwork to the Clerk and stated they would be aware of the timing if this happens in the future.

Moved by Thomas,

Seconded by Gilbert, RESOLVED, to approve the proposed ownership change as requested by Golden Rockies which was approved by the State of Michigan Department of Licensing and Regulatory Affairs on November 6, 2023. A roll call vote was taken.

Ayes: Bartolotta, Markee, Thomas, Gilbert, Harris, Hauswirth, and Wall
Nays: None
Absent: None

Motion carried unanimously.

11.18 Liquor License Transfer - 2675 Dixie Hwy

Treasurer Hauswirth read the following Resolution.

**STATE OF MICHIGAN, OAKLAND COUNTY
CHARTER TOWNSHIP OF WATERFORD**

RESOLUTION APPROVING NEW ON PREMISES LIQUOR LICENSE

At a regular meeting of the Charter Township of Waterford Board of Trustees, called to order by Supervisor Bartolotta on December 11, 2024, at 6:00 P.M, the following resolution was offered:
Moved by Markee, and Seconded by Wall to

Approve the Transfer Ownership 2024 Class C License, and a New SDM License, with Sunday Sales Permit (AM), Sunday Sales (PM) and Specific Purpose Permit (Food), From Jalisco Inc. SP to Plaza Garibaldi Waterford, Inc., 2675 Dixie Hwy, Waterford MI, 48328-1710.

CERTIFICATION

I hereby certify that by the majority vote indicated above, this Resolution was adopted by The Charter Township of Waterford Board of Trustees on December 11, 2024.

Date

Kim Markee, Township Clerk
5200 Civic Center Drive, Waterford, MI 48329

Moved by Markee,
Seconded by Wall, RESOLVED, to approve the Transfer Ownership 2024 Class C License, and a New SDM License, with Sunday Sales Permit (AM), Sunday Sales (PM) and Specific Purpose Permit (Food), From Jalisco Inc. SP to Plaza Garibaldi Waterford, Inc., 2675 Dixie Hwy, Waterford MI, 48328-1710. A roll call vote was taken.

Ayes: Bartolotta, Markee, Thomas, Gilbert, Harris, Hauswirth, and Wall
Nays: None
Absent: None

Motion carried unanimously.

11.19 Updated Resolution Recognizing Jeep Babes Enthusiast Club Michigan Chapter as a Non-Profit Organization

The Jeep ® Babes Enthusiast Club Michigan Chapter would like to request to be added to the Township Board Agenda to be recognized as a non-profit that is based in Waterford Township.

At Jeep® Babes Enthusiast Club Michigan Chapter, our vision is to create a community of empowered women who support one another. Our group is open to all women, all Jeep®4x4s, and exists to support one another, building community through giving back. Over the years, we have

Updated Resolution Recognizing Jeep Babes Enthusiast Club Michigan Chapter as a Non-Profit Organization Continued.

accomplished many important milestones in our mission to empower women and support the communities we live in, including several annual fundraising initiatives.

Jeep® Babes Enthusiast Club Michigan Chapter organizes a series of annual events aimed at both fundraising and raising awareness. These gatherings serve as platforms to generate support for various causes, with a focus on increasing awareness about our mission. To date, these events have successfully raised significant funds, contributing to the overall impact and sustainability of our initiatives.

NATIONAL GO TOPLESS EVENT

\$32,900

Since 2022, this annual event has raised funds benefitting 92 for 22, a nonprofit supporting suicide

Trustee Harris read the following Resolution.

CHARTER TOWNSHIP OF WATERFORD

**RESOLUTION RECOGNIZING
JEEP® BABES ENTHUSIAST CLUB MICHIGAN CHAPTER**

RECITALS:

A. The Jeep® Babes Enthusiast Club Michigan Chapter is a federally recognized 501(c)(3) nonprofit organization and is a registered Michigan nonprofit corporation.

B. The Jeep® Babes Enthusiast Club Michigan Chapter has applied for a license from the State of Michigan to sell raffle tickets. Public Act 382 of 1972, MCL 432.103a(i)(ii) requires a local nonprofit organization, which is not affiliated with a state or national organization, to be recognized by the local governmental subdivision in which the organization holds its principal activities.

C. The Township has received and reviewed the registration and bylaws of The Jeep® Babes Enthusiast Club Michigan Chapter.

IT IS THEREFORE RESOLVED: The Waterford Board of Trustees recognizes the many charitable activities and contributions made to the Waterford Township community by The Jeep® Babes Enthusiast Club Michigan Chapter, a nonprofit organization, and understands The Jeep® Babes Enthusiast Club Michigan Chapter has requested this recognition for the purposes of obtaining a charitable gaming license from the State of Michigan.

CERTIFICATION

I hereby certify that this Resolution was adopted by the Charter Township of Waterford Board of Trustees at a regular meeting on December 11, 2024.

Charter Township of Waterford

Date

Kimberly Markee, Township Clerk

Updated Resolution Recognizing Jeep Babes Enthusiast Club Michigan Chapter as a Non-Profit Organization Continued.

Moved by Markee,

Seconded by Hauswirth, RESOLVED, to approve the Resolution Recognizing Jeep® Babes Enthusiast Club Michigan Chapter. A roll call vote was taken.

Ayes: Bartolotta, Markee, Thomas, Gilbert, Harris, Hauswirth, and Wall

Nays: None

Absent: None

Motion carried unanimously.

11.20 CivicReady – Annual Renewal

The following memo was received by Mr. Jared Black, IT Director, and Ms. Shelly Schloss, Executive Assistant to the Supervisor.

We respectfully request the Township Board's approval of the annual renewal for CivicReady, the application the Township uses for both mass and emergency notifications.

This expense was approved within the 2025 budget across four accounts for \$27,000.00 split equally in these four budgetary lines.

12480-92140 General Fund

59044-92140-ISERV Water & Sewer

20630-92140-ISERV Fire

20730-92140-ISERV Police

While this is a budgeted expense, it exceeds the \$25,000 procurement policy threshold that requires Township Board approval.

With review of our usage and different packages within the Civic Ready solution, we were able to negotiate a 4.096% increase to last year's rate, vs. the 20% increase that was originally invoiced for 2025 without losing necessary functionality. We will continue to review this contract and other emergency notification options in the coming year prior to our annual renewal date to ensure CivicReady remains our best solution for mass and emergency notifications in both scope and price.

Recommended motion: Motion to approve the 2025 CivicReady Subscription Renewal for a single one-year term for \$27,000.00.

Thank you for your consideration.

Moved by Markee,

Seconded by Hauswirth, RESOLVED, to approve the 2025 CivicReady Subscription renewal for a single one-year term in the amount of \$27,000.00 utilizing funds from the General, Water & Sewer, Fire, and Police Funds. A roll call vote was taken.

Ayes: Bartolotta, Markee, Thomas, Gilbert, Harris, Hauswirth, and Wall

Nays: None

Absent: None

Motion carried unanimously.

11.21 Submission of Forms for Senior Center Grant of Five Hundred Thousand Dollars (\$500,000.00) – FYI – No Action Required

Clerk Markee wanted to announce that she submitted the paperwork for the Senior Center Grant of Five Hundred Thousand Dollars (\$500,000.00) to Senator Carters office. The State of Michigan requires the paperwork to be submitted by December 13, 2024, and Clerk Markee submitted the paperwork on December 4, 2024.

11.22 Public Comment: Non Agenda Items limited to three (3) minutes per person.

After being recognized by the Supervisor, individuals in the audience may address the Township Board. The speaker must go to the podium and identify themselves with name and address.

Gary Biron, 5717 Tippery Trail

Mr. Biron inquired about the single source vendor list. He spoke against Priority Waste and inquired about the single waste hauler contract.

Supervisor Bartolotta stated that they are looking at extending the contract for an additional year at the same prices. He requested Mr. Biron to contact him to set up a meeting.

Trustee Harris stated that single waste hauler was discussed at the last two board work sessions. Clerk Markee suggested Mr. Biron stop by the Clerk's office and she'll show him how to sign up for the notifications.

Alison Swanson, Parks and Recreation Director

Ms. Swanson advised that the Parks and Recreation Department received a grant from the William G. and Myrtle E. Hess Trust in the amount of \$92,000.00. The money will go towards updating the restrooms in the Community Building. She thanked Tori Heglin and Terri Chapaline that work on securing the grant.

12. Adjournment

Moved by Harris,

Seconded by Wall, RESOLVED, to adjourn the meeting at 7:26 p.m. A roll call vote was taken.

Ayes: Bartolotta, Markee, Thomas, Gilbert, Harris, Hauswirth, and Wall

Nays: None

Absent: None

Motion carried unanimously.

Kim Markee, Clerk

Anthony Bartolotta, Supervisor

FOR CASH ACCOUNT: 70000 01000 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
316261	12/11/2024	PRINTED	011015 TRACTION	432.00			
316262	12/11/2024	PRINTED	011016 GREAT LAKES ACE HARDWARE	60.36			
316263	12/11/2024	PRINTED	011121 AC TIRE & SERV CTR	290.00			
316264	12/11/2024	PRINTED	011198 ALADTEC INC	11,049.00			
316265	12/11/2024	PRINTED	011482 AMAZING ATHLETES	84.00			
316266	12/11/2024	PRINTED	011730 ARROW PRINTING	199.90			
316267	12/11/2024	PRINTED	013377 AIR CENTER INC	7,575.95			
316268	12/11/2024	PRINTED	013537 SCHMIDT, ISGRIGG, ANDERSO	611.82			
316269	12/11/2024	PRINTED	013666 APOLLO FIRE APPARATUS SAL	7,128.90			
316270	12/11/2024	PRINTED	013685 APPLIED INNOVATION	1,141.17			
316271	12/11/2024	PRINTED	013764 SANDRA ASPINALL	1,511.82			
316272	12/11/2024	PRINTED	014472 ALPHA DIRECTIONAL BORING	2,200.00			
316273	12/11/2024	PRINTED	021079 BAKER & TAYLOR BOOKS	3,491.54			
316274	12/11/2024	PRINTED	021380 BILLS PLBG & SEWER SERV I	4,116.89			
316275	12/11/2024	PRINTED	021383 CHERYL BLADES	60.00			
316276	12/11/2024	PRINTED	021770 BSN SPORTS INC	42.18			
316277	12/11/2024	PRINTED	023460 BLACKSTONE PUBLISHING	119.98			
316278	12/11/2024	PRINTED	023602 BOUND TREE MEDICAL LLC	8,368.77			
316279	12/11/2024	PRINTED	023854 BUSY BODIES	780.00			
316280	12/11/2024	PRINTED	030205 ALL AMERICAN REMOD	100.00			
316281	12/11/2024	PRINTED	030406 CUSTOM DECK CREATIONS	100.00			
316282	12/11/2024	PRINTED	030571 FOUNDATION SYSTEMS OF MI-	200.00			
316283	12/11/2024	PRINTED	030604 M/I HOMES OF MICHIGAN LLC	400.00			
316284	12/11/2024	PRINTED	030652 FOUNDATION RESTORATION	200.00			
316285	12/11/2024	PRINTED	030746 GREEN SHIELD DECK BUILDER	100.00			
316286	12/11/2024	PRINTED	030758 ALLEN EDWIN HOMES	800.00			
316287	12/11/2024	PRINTED	031547 MGE CARPENTRY	100.00			
316288	12/11/2024	PRINTED	031635 PMG BUILDING INC	800.00			
316289	12/11/2024	PRINTED	031864 WRIGHT WAY CONTRACTOR	200.00			
316290	12/11/2024	PRINTED	032726 POWER HOME SOLAR	100.00			
316291	12/11/2024	PRINTED	033043 KEVIN ARMSTRONG	100.00			
316292	12/11/2024	PRINTED	033176 COY CONSTRUCTION INC	100.00			
316293	12/11/2024	PRINTED	033680 SUM BRIDGES CONSTRUCTION	100.00			
316294	12/11/2024	PRINTED	033687 DIXIE LAND GROUP LLC	600.00			
316295	12/11/2024	PRINTED	033688 JENNIFER PINTEK	100.00			
316296	12/11/2024	PRINTED	033689 RITCHIE BERG	100.00			
316297	12/11/2024	PRINTED	033690 FRANK REWOLD & SONS INC	600.00			
316298	12/11/2024	PRINTED	033693 RANDY HOPKINS	100.00			
316299	12/11/2024	PRINTED	033728 KIZY REAL ESTATE DEVELOPM	600.00			
316300	12/11/2024	PRINTED	033730 ADAMS COMPLETE CLEANING &	100.00			
316301	12/11/2024	PRINTED	033809 KIP SUMMERS	100.00			
316302	12/11/2024	PRINTED	033830 DAVID KENT	100.00			
316303	12/11/2024	PRINTED	034001 NELSON CONSTRUCTION DESIG	600.00			
316304	12/11/2024	PRINTED	038240 SUNNINGDALE RESTORATION L	100.00			
316305	12/11/2024	PRINTED	038244 FINISHED BASEMENTS PLUS L	200.00			
316306	12/11/2024	PRINTED	038407 DIAMOND CREEK HOMES	100.00			
316307	12/11/2024	PRINTED	039446 CEDAR WORKS INC	100.00			
316308	12/11/2024	PRINTED	039479 GRENNAN CONSTRUCTION	100.00			
316309	12/11/2024	PRINTED	039926 BRENT GIBSON	400.00			
316310	12/11/2024	PRINTED	041495 CMP DISTRIBUTORS INC	1,038.90			
316311	12/11/2024	PRINTED	043202 CENTER POINT LARGE PRINT	63.62			
316312	12/11/2024	PRINTED	043376 CINTAS CORP	4,849.74			

FOR CASH ACCOUNT: 70000 01000 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
316313	12/11/2024	PRINTED	044062 CONTROLNET, LLC	328.00			
316314	12/11/2024	PRINTED	044093 CONWAY SHIELD	732.85			
316315	12/11/2024	PRINTED	051201 DEAF CAN!	170.00			
316316	12/11/2024	PRINTED	051227 DEWOLF & ASSOCIATES	2,535.00			
316317	12/11/2024	PRINTED	051237 DE-CAL, INC	2,845.15			
316318	12/11/2024	PRINTED	051445 DLZ MICHIGAN, INC	45,002.20			
316319	12/11/2024	PRINTED	051847 DABERKO, LLC	2,321.20			
316320	12/11/2024	PRINTED	053389 LUNGHAMER GMC INC	642.23			
316321	12/11/2024	PRINTED	053867 DUBOIS CHEMICALS INC	16,917.00			
316322	12/11/2024	PRINTED	063021 EASTERN OIL CO	657.74			
316323	12/11/2024	PRINTED	064008 ELECTRONIC MONITORING SYS	976.50			
316324	12/11/2024	PRINTED	083373 FIRESTONE TIRE & SERV CTR	783.36			
316325	12/11/2024	PRINTED	083376 FIRECLASS LLC	80.00			
316326	12/11/2024	PRINTED	083865 FUN TIME SPORTS	1,125.00			
316327	12/11/2024	PRINTED	093025 CENGAGE LEARNING INC/GALE	437.25			
316328	12/11/2024	PRINTED	093565 GOODYEAR TIRE & RUBBER CO	2,823.92			
316329	12/11/2024	PRINTED	093565 GOODYEAR TIRE & RUBBER CO	2,840.75			
316330	12/11/2024	PRINTED	093565 GOODYEAR AUTO SERV CTR	3,423.76			
316331	12/11/2024	PRINTED	093583 HANNAH GODFREY	50.00			
316332	12/11/2024	PRINTED	093594 GOOSE BUSTERS	455.00			
316333	12/11/2024	PRINTED	093608 GOYETTE MECHANICAL CO, IN	897.00			
316334	12/11/2024	PRINTED	093702 JUDITH GRACEY	937.50			
316335	12/11/2024	PRINTED	093705 GRAINGER	83.71			
316336	12/11/2024	PRINTED	093823 GREEN MEADOWS LAWNSCAPE,	29,818.00			
316337	12/11/2024	PRINTED	093824 SHANE GRUBER	685.00			
316338	12/11/2024	PRINTED	093863 GREAT LAKES WATER AUTHORI	3,333.52			
316339	12/11/2024	PRINTED	101950 HYDRO CORP	8,579.00			
316340	12/11/2024	PRINTED	103018 DERWOOD HAINES JR	375.00			
316341	12/11/2024	PRINTED	103031 HALT FIRE INC	3,228.66			
316342	12/11/2024	PRINTED	103841 HUTCHINSONS ELECTRIC INC	9,030.00			
316343	12/11/2024	PRINTED	111765 ISCG	17,142.75			
316344	12/11/2024	PRINTED	113485 IMLAY CITY FISH FARM INC	1,300.00			
316345	12/11/2024	PRINTED	113542 INGRAM LIBRARY SERVICES	604.87			
316346	12/11/2024	PRINTED	121011 J&B MEDICAL SUPPLY	1,561.95			
316347	12/11/2024	PRINTED	121240 JETT PUMP & VALVE LLC	257.00			
316348	12/11/2024	PRINTED	134176 ADAM C STEPHENS	765.00			
316349	12/11/2024	PRINTED	143586 KONE INC	171.60			
316350	12/11/2024	PRINTED	153068 OSCAR W LARSON CO	1,351.00			
316351	12/11/2024	PRINTED	153109 LAKES AREA MARTIAL ARTS	1,685.70			
316352	12/11/2024	PRINTED	153601 LOCKSMITH AROUND THE CLOC	1,960.00			
316353	12/11/2024	PRINTED	153604 HAROLD J LOVE, PLLC	700.00			
316354	12/11/2024	PRINTED	161140 MCNAB HARDWARE	22.99			
316355	12/11/2024	PRINTED	163252 METRO ELECTRIC ENGINEERIN	83.00			
316356	12/11/2024	PRINTED	163476 MIDWEST TAPE	4,034.65			
316357	12/11/2024	PRINTED	163508 FERGUSON WATERWORKS #3386	120,959.40			
316358	12/11/2024	PRINTED	163617 JANEY MOSAKOSKI	60.00			
316359	12/11/2024	PRINTED	183021 NATIONAL TRAILS	1,660.00			
316360	12/11/2024	PRINTED	183092 NATURE'S BRUSH STUDIO LLC	320.00			
316361	12/11/2024	PRINTED	183611 NOVA TESTING, LLC	138.00			
316362	12/11/2024	PRINTED	183952 NYE UNIFORM COMPANY	6,235.47			
316363	12/11/2024	PRINTED	191884 OVERHEAD DOOR WEST COMMER	663.81			
316364	12/11/2024	PRINTED	193007 AUBURN HILLS CAMPUS - OCC	1,300.00			

FOR CASH ACCOUNT: 70000 01000

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
316365	12/11/2024	PRINTED	193277 ACI PAYMENTS, INC	261.78			
316366	12/11/2024	PRINTED	193280 OFFICE PRIDE COMMERCIAL C	7,961.79			
316367	12/11/2024	PRINTED	193456 DOUGLAS K OLIVER	2,421.50			
316368	12/11/2024	PRINTED	193713 ORKIN, LLC	680.90			
316369	12/11/2024	PRINTED	204040 OAKLAND COUNTY TREASURER	2,382.00			
316370	12/11/2024	PRINTED	204040 OAKLAND COUNTY TREASURER	648.00			
316371	12/11/2024	PRINTED	204860 ROAD COMMISSION FOR	250.72			
316372	12/11/2024	PRINTED	211016 PLM LAKE & LAND MANAGEMEN	707.00			
316373	12/11/2024	PRINTED	213211 PERCEPTIVE CONTROLS INC	5,254.00			
316374	12/11/2024	PRINTED	213251 LAURA PETRUSHA	60.00			
316375	12/11/2024	PRINTED	213326 CECILIA PROULX PHIPPS	950.00			
316376	12/11/2024	PRINTED	233852 QUALITY FIRE SERVICES	287.50			
316377	12/11/2024	PRINTED	241969 R AND D DRYWALL INC	14,247.67			
316378	12/11/2024	PRINTED	243310 RESILITE SPORTS PRODUCTS,	19,455.90			
316379	12/11/2024	PRINTED	253188 JO SCHIRTZINGER	3,217.50			
316380	12/11/2024	PRINTED	253512 SMART START MICHIGAN	2,975.00			
316381	12/11/2024	PRINTED	253521 GRANT SMITH	60.00			
316382	12/11/2024	PRINTED	253533 SMART BUSINESS SOURCE	4,260.84			
316383	12/11/2024	PRINTED	253574 TYLER SONCRAINTE	60.00			
316384	12/11/2024	PRINTED	253665 SPECTRUM PRINTERS INC	1,064.74			
316385	12/11/2024	PRINTED	253800 ALLEGION ACCESS TECHNOLOG	1,103.81			
316386	12/11/2024	PRINTED	254697 SPIRIT HALLOWEEN	500.00			
316387	12/11/2024	PRINTED	254845 BRADLEY STOUT	1,190.00			
316388	12/11/2024	PRINTED	263255 EUROFINS ENVIRONMENT TEST	298.80			
316389	12/11/2024	PRINTED	263749 TRANSACT TECHNOLOGIES INC	189.39			
316390	12/11/2024	PRINTED	263841 TURNER SANITATION PORTABL	1,295.22			
316391	12/11/2024	PRINTED	273533 UNIFIRST CORP	249.47			
316392	12/11/2024	PRINTED	273542 UNIQUE MGMT SERVICES INC	81.55			
316393	12/11/2024	PRINTED	274551 ROWERDINK INC	826.95			
316394	12/11/2024	PRINTED	283247 VESCO OIL CORP	4,989.00			
316395	12/11/2024	PRINTED	291098 MICHAEL WAYNICK	100.00			
316396	12/11/2024	PRINTED	291208 CORY WESTMORELAND	93.75			
316397	12/11/2024	PRINTED	291365 LINDE GAS & EQUIPMENT INC	38.19			
316398	12/11/2024	PRINTED	291365 LINDE GAS & EQUIPMENT INC	469.54			
316399	12/11/2024	PRINTED	293206 WEINGARTZ	325.58			
316400	12/11/2024	PRINTED	293605 WORLDWIDE INTERPRETERS IN	3,682.02			
316401	12/11/2024	PRINTED	500483 CSG FORTE PAYMENTS INC	208.00			
316402	12/11/2024	PRINTED	500518 CUMMINS INC	29,994.00			
142 CHECKS CASH ACCOUNT TOTAL				480,550.14	.00		

Advance Checks mailed Nov 26 → Dec 4

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FOR CASH ACCOUNT: 70000 01000				FOR: Uncleared			
CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
316208	11/26/2024	PRINTED	011484 ARAMARK REFRESHMENT SERVI	105.34			
316209	11/26/2024	PRINTED	011727 ARMOURER'S CHOICE INC	500.00			
316210	11/26/2024	PRINTED	011790 AT&T	1,919.20			
316211	11/26/2024	PRINTED	013666 APOLLO FIRE APPARATUS SAL	644.72			
316212	11/26/2024	PRINTED	013682 AQUATIC TECHNOLOGIES INC	4,015.00			
316213	11/26/2024	PRINTED	021510 BLUE CROSS BLUE SHIELD	87,861.94			
316214	11/26/2024	PRINTED	030679 DIXON CONSTRUCTION	100.00			
316215	11/26/2024	PRINTED	041460 CLYDES FRAME & WHEEL SERV	2,671.74			
316216	11/26/2024	PRINTED	043364 AT&T MOBILITY	5,547.00			
316217	11/26/2024	PRINTED	043364 AT&T MOBILITY	444.41			
316218	11/26/2024	PRINTED	043364 AT&T MOBILITY	42.61			
316219	11/26/2024	PRINTED	051007 DTE ENERGY	74,813.04			
316220	11/26/2024	PRINTED	053253 DTE ENERGY	16,756.93			
316221	11/26/2024	PRINTED	053612 DOVER DOORS	1,200.00			
316222	11/26/2024	PRINTED	073220 WALT DIXON	30.00			
316223	11/26/2024	PRINTED	073969 ALENA ZORA	118.54			
316224	11/26/2024	PRINTED	083466 FLEX ADMINISTRATORS INC	589.75			
316225	11/26/2024	PRINTED	083867 FULL UPHOLSTERY LLC	530.00			
316226	11/26/2024	PRINTED	093823 GREEN MEADOWS LAWNSCAPE,	3,600.00			
316227	11/26/2024	PRINTED	111765 ISCG	1,093.86			
316228	11/26/2024	PRINTED	143707 KRONOS SAASHR, INC	883.59			
316229	11/26/2024	PRINTED	153367 LIBRARY NETWORK, THE	8,733.93			
316230	11/26/2024	PRINTED	153657 LOTUS CONCRETE LLC	3,000.00			
316231	11/26/2024	PRINTED	153840 JOE LUNGHAMER CHEVROLET	10.20			
316232	11/26/2024	PRINTED	161140 MCNAB HARDWARE	6.29			
316233	11/26/2024	PRINTED	174159 STATE OF MICHIGAN	4,974.50			
316234	11/26/2024	PRINTED	183289 VERIZON CONNECT NWF INC	1,572.85			
316235	11/26/2024	PRINTED	193074 21C ADVERTISING	868.60			
316236	11/26/2024	PRINTED	211018 PM ENVIRONMENTAL LLC	711.25			
316237	11/26/2024	PRINTED	213052 MOVEMENT BY MARI ANN	847.80			
316238	11/26/2024	PRINTED	213565 OCWRC	1,073.72			
316239	11/26/2024	PRINTED	243044 RANDAZZO HEATING & COOLIN	132.00			
316240	11/26/2024	PRINTED	253533 SMART BUSINESS SOURCE	110.32			
316241	11/26/2024	PRINTED	254665 ELISBETH SPIRIDON	1,589.65			
316242	11/26/2024	PRINTED	261361 TIMBER OAKS LAWN & SNOW L	6,390.00			
316243	11/26/2024	PRINTED	271762 U.S. POSTMASTER (POSTAGE-	10,000.00			
316244	11/26/2024	PRINTED	283242 VERIZON WIRELESS	1,977.52			
316245	12/03/2024	PRINTED	044220 CHASE CARD SERVICES	2,286.89			
316246	12/03/2024	PRINTED	073067 SHELLY BOOTH	77.91			
316247	12/03/2024	PRINTED	083466 FLEX ADMINISTRATORS INC	586.50			
316248	12/03/2024	PRINTED	100044 DENISE HARRIS-FIEMS	150.00			
316249	12/03/2024	PRINTED	121053 JACKSON COUNTY CIRCUIT CO	50.00			
316250	12/03/2024	PRINTED	161014 MI MUNICIPAL RISK MGMT	33,295.19			
316251	12/03/2024	PRINTED	163082 HYLAND SOFTWARE, INC	4,816.94			
316252	12/03/2024	PRINTED	204547 OAKLAND COUNTY CLERK ASSO	180.00			
316253	12/03/2024	PRINTED	204910 OAKLAND CNTY TREASURERS O	13,659.61			
316254	12/03/2024	PRINTED	213565 OCWRC	351.36			
316255	12/03/2024	PRINTED	243627 ROSS HOMES INC	30,191.00			
316256	12/03/2024	PRINTED	251035 SAMS CLUB DIRECT	391.10			
316257	12/03/2024	PRINTED	293355 WILBUR WHITE JR	2,670.00			
316258	12/03/2024	PRINTED	304880 WATERFORD TOWNSHIP TREASU	359.72			
316259	12/03/2024	PRINTED	304881 STEVEN K THOMAS TREASURER	200.00			

FOR CASH ACCOUNT: 70000 01000 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE

316260	12/03/2024	PRINTED	304881 STEVEN K THOMAS TREASURER	200.00			
		53 CHECKS	CASH ACCOUNT TOTAL	334,932.52	.00		



AGREEMENT FOR SERVICES TO THE AGING

BETWEEN

**AREA AGENCY ON AGING 1-B dba AGEWAYS
NONPROFIT SENIOR SERVICES
29100 Northwestern Highway, Suite 400
Southfield, MI 48034**

herein after referred to as “AgeWays” and

**Charter Township of Waterford
5200 Civic Center Drive
Waterford, MI 48329**

**herein-after referred to as the “Contractor” for
Provision of Services to the Aging as authorized by:**

**THE OLDER AMERICANS ACT, as amended and
THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF AGING, COMMUNITY LIVING AND SUPPORTS**

AGREEMENT FOR SERVICES TO THE AGING

This Agreement for Services to the Aging (the “Agreement”) is entered by and between the Area Agency on Aging 1-B dba AgeWays Nonprofit Senior Services (“AgeWays”), a Michigan non-profit corporation and Charter Township of Waterford (the “Contractor”) public and supersedes all previous agreements(s) between these parties. Ageways and Contractor are individually referred to as a “Party” and collectively referred to as the “Parties” herein.

The Contractor acknowledges and agrees that the Michigan Department of Health and Human Services (“MDHHS”) is not a party to this Agreement or to any other agreement with AgeWays subcontractors. Nothing in this Agreement or otherwise shall be construed or deemed to create any employment, agency, partnership, or joint venture between AgeWays or MDHHS, on the one hand, and Contractor or its employees, agents or subcontractors, on the other hand.

A. AgeWays, designated by the Commission on Services to the Aging as an area agency on aging, is a recipient of state funding as well as a subrecipient of federal funding

through a grant from the MDHHS Bureau of Aging, Community Living and Supports (“ACLS Bureau”) for the planning and implementation of services for Older Persons (as such term is used herein) within the counties of LIVINGSTON, MACOMB, MONROE, OAKLAND, ST. CLAIR, AND WASHTENAW (the “Service Area”), pursuant to Title III of the Older Americans Act of 1965, as amended to date (the “Older Americans Act”), and the Older Michiganians Act (Act 180 of 1981) (the “Older Michiganians Act”) (Collectively “the Acts”).

B. AgeWays is undertaking activities necessary to plan and carry out services designated by federal and state mandates as identified in AgeWays approved Annual Implementation Plan for the current fiscal year (the “AIP”). AgeWays issued a certain Area Agency on Aging 1-B Request for Proposals for Social and Nutrition Services for Fiscal Years 2023, 2024, 2025.

C. Contractor duly responded in a timely manner with one or more proposals (collectively, the “Proposal”) to provide services within the Service Area, specifically in the geographic areas of Waterford, Waterford Township (the “Contractor Service Area”) and wishes to provide those services in accordance with the terms and conditions set forth in this Agreement. The names and addresses of each facility in which the services shall be provided are attached as Exhibit B.

D. AgeWays has accepted the Contractor’s Proposal to provide services and desires to engage the Contractor to provide the services in the Contractor Service Area as specified in the Proposal (the “Services”) to eligible Older Persons (“Participants”).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

ARTICLE I - STATEMENT OF AGREEMENT

A. **Incorporation by Reference.** All exhibits and schedules attached hereto and referenced herein, the Proposal, AAA 1-B Operating Standards Manual for Social and Nutrition Services Fiscal Years 2023-2025, the Operating Standards for Service Programs, including any related Transmittal Letters, issued by the MDHHS Bureau of Aging, Community Living and Supports (“ACLS Bureau”) the AIP, and the AgeWays Multi-Year Plan Assurances and Certifications for Fiscal Years 2023-2025, as the same may be amended from time to time (collectively, the “Operating Standards”) are hereby incorporated herein by reference. In the event of any conflict, variance or inconsistency between this Agreement and the Operating Standards, this Agreement will control unless otherwise expressly stated herein.

B. **Term:** This Agreement will commence on the later of the last date of signature by the parties hereof or the date AgeWays receives all approvals of this Agreement as required herein (the “Commencement Date”). This Agreement will continue through, and expire on, September 30, 2026 (the “Term”).

C. **Purpose:** This Agreement is made to implement the objectives of the Older Americans Act and the Older Michiganians Act (collectively, the “Acts”) and is funded entirely by federal and state monies received by AgeWays as a subrecipient for those purposes. Accordingly, this Agreement is subject to and will be performed in accordance with the Acts, including all rules and regulations promulgated pursuant to the Acts, and in

accordance with the AIP approved by the ACLS Bureau. The Contractor agrees to be governed by and comply with any amendment or addition to the Older Americans Act and the Older Michiganians Act or any amendment to the Operating Standards applicable to Contractor. Any conflict between the terms and conditions of this Agreement and the Acts shall be resolved in favor of the Acts.

1. Standard of Care: The Contractor will use its best efforts to deliver the Services to persons 60 years of age or older (hereinafter “Older Persons”) in an accessible, efficient, and effective manner as specified in the Proposal and Operating Standards, and in accordance with all terms and conditions of this Agreement.

2. Contracted Service Levels: The Contractor will use its best efforts to reach the contracted Service levels, including Participants to be served and Units to be provided, as outlined on Exhibit A, as applicable, and in the Operating Standards. Contractors reimbursed per Unit will receive reimbursement under the Agreement for each contracted Units that is served. For purposes of clarification, partial reimbursement is available if less than all contracted Units are served.

3. Participant Eligibility: Services will be provided only to Older Persons unless otherwise allowed by AgeWays under eligibility criteria for a specific program. Services will be provided only to Older Persons living in the Contractor Service Area described herein, and those who meet the service criteria shall be eligible for services regardless of race, color, religion, sex, gender identity or expression, sexual orientation, height, weight, marital status, or national origin. Contractor must give substantial emphasis on serving eligible persons with greatest social and/or economic need, with particular attention to low-income minority individuals. Substantial emphasis means an effort to serve a greater percentage of Older Persons with economic and/or social needs than their relative percentage of the total elderly population within the Contractor Service Area. Elderly members of Native American tribes and organizations in greatest economic or social need in the Service Area shall receive Older Americans Act funded Services equivalent to the Services to be received by non-Native American elderly residents in the Service Area. Participants of AgeWays Community Care Management (“CCM”) program must be given priority when they are referred by CCM to the Contractor for service.

4. Contractor must specify how it will satisfy the service needs of low-income minority individuals in its Contractor Service Area. To the maximum extent feasible, each Contractor must provide service to low-income minority individuals in accordance with their need for such services. Each Contractor must meet the specific objectives established by AgeWays for services to low-income minority individuals.

5. Participant Rights: Contractor warrants that the Contractor, including its officers, employees, and agents will make no distinction among Participants under this Agreement on the basis of race, color, religion, sex, gender identity or expression, sexual orientation, height, weight, marital status, or national origin. As examples, the following actions would be contrary to the foregoing, if made based on race, color, religion, sex, gender identity or expression, sexual orientation, height, weight, marital status, or national origin:

- a) denial of a service or benefit or availability of a facility;

- b) providing any service or benefit to a Participant which is different or is provided in a different manner or at a different time from that provided to other Participants under this contract;
- c) subjecting a Participant to segregation or separate treatment in any matter relative to receipt of any service;
- d) restricting a Participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; or
- e) treating a Participant differently from others in determining admission and eligibility.

D. Program Budget and Agreement Amount: AgeWays will pay the amount specified on the attached Exhibit A, as applicable, subject to the provisions as outlined in this Article and the Operating Standards.

1. Social Services Reimbursement Methodology:

a) If the Contractor is to provide Social Services, the parties will specify the types of Social Services on the attached Exhibit A. Agreements for Social Services may be reimbursed under a cost-reimbursement methodology if permitted and set forth on Exhibit A, and are assessed and evaluated fiscally by line-item spending, as further outlined on Exhibit A. For the contractor to receive full-reimbursement, AgeWays must be fully satisfied in its sole discretion that all costs reported and assumed under the Agreement were in fact made for authorized program purposes.

b) Contractors receiving reimbursement under this method must submit a completed Exhibit A annually for approval once initial fiscal year funding levels are known.

c) Contractor's payment hereunder may not exceed the reimbursement ceiling established by AgeWays.

d) Budget Line-Item Changes: A deviation allowance modifying an established budget line item by the greater of \$5,000 or twenty percent (20%) is permissible without approval of AgeWays. Any line-item change in excess of this provision must be made using the AgeWays "Budget Change Request" prior to July 10 of any fiscal year during this Agreement. Line-item change approval is not applicable to and will not authorize new categories, subcontracts, equipment items, or positions that were not previously approved under this Agreement.

2. Nutrition Unit Rate Reimbursement Methodology:

a) If the Contractor is to provide Nutrition Services, the parties will specify the Nutrition Services to be provided on the attached Exhibit A. All agreements for Nutrition Services are reimbursed under the Unit Rate methodology ("Unit Rate"), as further outlined on Exhibit A. Nutrition

Contractors must serve contracted Units (“Units”) in order to be eligible to receive reimbursement under the Agreement.

b) The Unit Rate will be negotiated at the beginning of the Term and will remain the same throughout the Term unless the Agreement is otherwise amended as provided for herein. As funding levels increase and decrease, the Contractor may adjust Units accordingly provided that Contractor shall not adjust the Unit Rate unless otherwise approved by AgeWays in a written amendment to this Agreement.

3. Equipment Purchase: Any equipment purchases made in whole or in part with funding provided under this Agreement must follow the Equipment Inventory Standards as outlined in the Operating Standards. As outlined in 45 CFR §74.34 (g), at the end of the Term, AgeWays reserves the right to retain or transfer the title to all items having a Unit acquisition cost of \$5,000 or more, to the extent that AgeWays has interest in the equipment.

4. Duration of Support:

a) Substantial changes in program terms and provisions occurring after the first year of the Term hereof that were not clearly set forth in the original RFP application may require a new RFP and contract (or amendment thereof), as determined by AgeWays in its discretion.

b) Duration of support for activities under this Agreement are dependent upon a variety of factors including, but not limited to, the needs of Older Persons, how well the project is meeting its stated objectives, assessment results, whether cost sharing meets the required ratio, and subject to the availability of funds.

E. Statement of Work:

1. The Contractor will perform the Services, and descriptions contained in the Operating Standards, and any and all additional requirements as specified by the AgeWays Board of Directors and within this Agreement.

2. The Contractor will provide the Services specified and contained in this Agreement in accordance with the Service Definitions, Minimum Standards, and policies and procedures found in AgeWays Operating Standards. These are minimum requirements and are binding upon the Contractor.

3. The Contractor will serve persons eligible for Services under this Agreement pursuant to the requirements of this Agreement and regardless of other criteria for services usually applied by the Contractor.

F. Conditions:

1. This Agreement will only become valid upon approval of the AgeWays Chief Executive Officer. In the event such approval is not granted, this Agreement shall terminate and become null and void.

2. This Agreement shall remain conditionally approved subject to and contingent upon final approval of the multi-year area plan and annual implementation plan by the Commission on Services to the Aging, and the availability of adequate federal and state funding. If the Commission on Services to the Aging does not provide final approval of the multi-year area plan and annual implementation plan, this Agreement shall terminate and become null and void.

3. AgeWays will not assume any responsibility or liability for costs incurred by the Contractor prior to the execution, by both parties, of this Agreement and prior to confirmation from AgeWays that the conditions in F.1. and F.2. hereof are met.

4. Contractor will adhere to any and all conditions set forth in the body of this document and all attachments and incorporated documents thereto.

G. **Certification:** The individual or officer signing this Agreement on behalf of Contractor certifies by his or her signature that he or she is duly authorized to sign this Agreement on behalf of the Contractor.

ARTICLE II - **RIGHTS AND RESPONSIBILITIES**

A. **Contractor Responsibilities:**

1. Service Provision and Staffing: The Contractor agrees to use its best efforts, and all means necessary to maintain sufficient staff, facilities, and equipment, in order to perform the Services on a timely basis and in a professional, competent manner, and further agrees to immediately notify AgeWays in writing whenever it is unable to do so or is unable to provide the required quality and/or quantity of services specified within this Agreement.

a) **Interpreter/ Bilingual Support:** Bilingual personnel shall be available in the Service Area where non-English or limited-English speaking persons constitute five percent (5%) of the senior population or number 250 seniors, whichever is less, with such bilingual personnel being fluent in the non-English language predominately spoken in that portion of the Contractor Service Area.

b) If for any reason during the Term, Contractor staff member(s) who have a material effect, as determined by AgeWays, on the provision of the Services will no longer be providing the Services, the Contractor shall promptly notify AgeWays in writing of the change in personnel status, including proposed dates to fill any staff vacancies and the names of any new staff members as they are hired.

c) The Contractor will provide the Services beginning on the Commencement Date, with all required Services delivered by the end of the Term. Service delivery will be planned to ensure that services are available throughout the entire Term. The Contractor will attain maximum Service delivery capacity within thirty (30) days after commencement of this Agreement, or within the timeframes proposed, unless written authorization to the contrary is obtained from AgeWays.

d) As applicable, Contractor must establish and maintain standard NAPIS intake procedures that comply with the Operating Standards.

e) The Contractor will pre-screen all employees against the federal System for Award Management System (“SAM”) exclusion databases and Office of Inspector General (“OIG”) exclusion list, and MDHHS Sanctioned Provider list (collectively, the “Exclusion Lists”), to ensure that no party on the Exclusion Lists may provide Services. Moreover, Contractor agrees to check each employee against the Exclusion Lists on an annual basis throughout the duration of which employee is providing the Services. The Contractor will not employ any individuals on any of the Exclusion Lists to provide any of the Services. Additionally, prior to the execution of a subcontractor agreement as required under Article II, Section A(6) of this Agreement, Contractor will be responsible for pre-screening any proposed subcontractors, including the subcontractor’s owners, persons with a controlling interest, officers, managers, supervisors, and employees against the Exclusion Lists, as well as on an annual basis thereafter throughout the duration of the subcontractor is providing the Services. If the subcontractor is an individual, that individual is subject to these screening requirements as well.

2. Publication Rights and Publicity for Services:

a) In cases where activities under the Agreement result in a book or other copyrighted materials (any such copyrighted materials referred to here as the “Works”), the author is free to obtain a copyright; but AgeWays, ACLS Bureau, Administration on Aging (AoA), and the United States Department of Health and Human Services (“HHS”) have the option to elect to receive a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all such material. AgeWays, ACLS, AoA, and HHS may each receive, at no cost, up to three copies of any material published under this Agreement.

b) AgeWays will automatically be granted a royalty-free, non-exclusive and irrevocable license to reproduce and use the Works.

c) Published materials, including the Works, may not include service recipient information such as any personal identification data and/or photographs, or other privileged or confidential information without the prior written consent of the Participant and AgeWays, provided that such publication would not be a violation of any law or regulation.

d) The Contractor must publicize available Services, using methods that are effective in reaching Older Persons in greatest economic and/or social need.

e) Promotional materials including films, slides, books, reports, pamphlets, papers, or articles based on activities receiving support under this Agreement shall acknowledge the support of AgeWays, ACLS Bureau, and funding through the Older Americans Act. Such materials must also contain a statement that the materials comply with Title VI of the Civil Rights Act of 1964.

3. Contractor Policies and Procedures: Upon request by AgeWays, Contractor will make available all program policies, procedures, and governing organizational documents (including but not limited to, its bylaws or operating agreement) to AgeWays in a timely manner.

4. Additional Resources: The Contractor will seek additional sources of funding for the service provided under this Agreement in order to increase resources available to serve Older Persons in the Contractor Service Area and to ensure maintenance of the Services in the event that federal or state funds are decreased or eliminated.

5. Record Retention:

a) Service Records: The Contractor will maintain Participant and program records in the format required by AgeWays specifications as stated in this Agreement, the Operating Standards, and as otherwise provided by AgeWays to the Contractor. The format for recording such information will be reviewed periodically by AgeWays throughout the Term.

b) Examination and Maintenance of Records: The Contractor agrees to maintain all program and fiscal records required by AgeWays. The Contractor will retain all books, records, or other documents relevant to the Agreement for four (4) years after the date of final payment under this Agreement, at Contractor's sole cost. Authorized Officials (defined below) 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 four (4) year period, and extends past that period, all documents shall be maintained until the audit is complete and all findings are resolved.

c) Ownership: All records, including working papers, pertaining to matters covered by this Agreement and all reports and information Contractor is required to maintain are, and will remain, the property of AgeWays, and will be made available, or delivered, to AgeWays upon reasonable notice at AgeWays request.

d) Authorized Access: Within 10 days of request, the Contractor will permit AgeWays, ACLS Bureau, AoA, HHS, the Comptroller General of the United States, and any of the aforementioned parties' authorized agents (the "Authorized Officials") access to any books, documents, papers, or other records of the Contractor which are pertinent to the Agreement, in order to make audit examination, excerpts, or transcripts so long as such access is in conformity with the Privacy Act of 1974. Access will also be granted at any reasonable time to the Contractor's facilities to observe the operation of the program. The rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.

e) Protection of Client Records: Each party acknowledges that in the course of carrying out its responsibilities under this Agreement it will obtain consumer information which is Protected Health Information ("PHI") as defined in 45 C.F.R. §164.501, the disclosure of which is governed by privacy

provisions of the federal Health Insurance Portability and Accountability Act of 1966 ("HIPAA"), and Michigan law. Contractor agrees that it will comply with all applicable laws relating to PHI and will use and disclose PHI only as required to satisfy its obligations under this Agreement or as required by law, and that it will not otherwise use or disclose any PHI. The use or disclosure of information concerning Services, applicants, or recipients obtained in connection with the performance of this Agreement will be restricted to purposes directly connected with the program implemented by this Agreement as required by the Privacy Act of 1974 and HIPAA.

f) Contractor will report client information to AgeWays and AgeWays will have access to the files, as necessary, to administer programs so long as access is in conformity with the Privacy Act of 1974 and HIPAA. No information about Participants collected in the conduct of the Contractor's responsibilities, and in possession of Contractor providing Services to such an individual will be disclosed in a form individually identifiable without the individual's informed, written consent. Referrals to other agencies providing services must have the individual's informed written consent.

g) Audits: Authorized Officials will have access to any books, documents, papers, and other records of Contractor that are pertinent to the Agreement for the purpose of audit examination, excerpts and transcripts, subject to the Privacy Act of 1974 and subject to the requirements HIPAA. Contractor will submit to AgeWays a copy of that portion of all audits that concern AgeWays funds, that identify and question or disallow costs, and that describe the appropriateness of the fiscal management system, including recommended changes.

(1) A Single Audit (a "Single Audit") is required of Contractor if the Contractor is not a for-profit organization and the Contractor expends \$750,000 or more in federal funds during the Contractor's fiscal year, regardless of the amount of funding received from AgeWays. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described in 2 CFR 200.512 (c).

(2) Contractors that have a Single Audit performed must submit copies of the independently audited financial statements to AgeWays within nine (9) months of the Contractor's fiscal year end.

(3) Contractors expending less than \$750,000 in federal funds, and therefore not required to participate in a Single Audit, shall comply with 2 CFR 200 Subpart F; and shall be required to annually submit internally prepared financial statements to AgeWays.

(4) Contractors that are for-profit organizations that expend \$750,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

(5) AgeWays will issue a management decision on any findings or questioned costs contained in a Contractor's financial statements within ninety (90) days after receipt of the audit report. In the event Contractor fails to submit an audit or other document as required under this subsection (g), and AgeWays is penalized as a result of such failure, in addition to any other rights or remedies available to AgeWays, Contractor shall indemnify AgeWays for any losses, costs or expenses incurred resulting from such failure, and AgeWays may withhold and setoff payments to Contractor accordingly.

h) Contractor Accounting Practices and Procedures.

(1) The Contractor will establish and maintain an accurate and auditable system in accordance with generally accepted accounting practices for time and payment reports concerning all employees, volunteers, and contracted workers funded by AgeWays. Contractor will document all costs through properly executed payrolls, time records, invoices, contracts, vouchers, or other sufficient official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement will be clearly identified and readily accessible.

(2) Contractor will maintain books, records, documents, and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and in-kind match and federal and/or state costs expended in the performance of this Agreement. Sufficient documentation will be issued to establish receipt, custody, and disbursement of funds clearly. These records will include documentation and verification of units of service which comply with applicable audit standards.

(3) All funds received from AgeWays under this Agreement, including local match, Program Income and other resources allocated to support the Services, must be recorded separately in the cash receipts journal, which then separates these funds from all other agreements. Funds and the records of funds received under this Agreement will not be commingled with other monies and records of other monies received by Contractor.

i) Bonding. The Contractor will maintain and provide evidence satisfactory to AgeWays that all persons responsible for handling funds are fully bonded by sufficient coverage to offset the possible loss of maximum anticipated amounts under their control.

j) Refunds. The Contractor will promptly refund to AgeWays any payments or portions of payments not properly due Contractor under this Agreement. Upon written notification from AgeWays, Contractor will within thirty (30) days return to AgeWays any funds AgeWays has determined were not properly due. Upon the Contractor's request, such funds will be held in escrow pending resolution of any dispute.

6. Subcontracting: The Contractor may not assign responsibilities or enter into subcontracts with additional parties without obtaining prior written approval of AgeWays.

a) Upon such approval, Contractor agrees that a written subcontract will be executed by all affected parties, including the subcontractor or assignee, prior to the initiation of any new subcontract activity and that a copy of such subcontract will be promptly provided to AgeWays for its records.

b) The writing shall require that assignees or subcontractors, as applicable, shall be subject to all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail.

c) The subcontract shall explicitly state that any billing or request for reimbursement for subcontract costs must be supported by adequate source documentation of costs and activities in accordance with applicable regulations including 2 CFR 200.

d) No assignment or subcontracting of any or all of the Services will relieve the Contractor of its duties, obligations, or liability under this Agreement, and further, the Contractor shall be responsible for the performance of all assignees or subcontractors. Additionally, AgeWays reserves the right to monitor and assess performance under the subcontract.

e) Subcontractor must maintain the insurances required in Section 10, "Insurance Coverage" below.

7. Financial Responsibility and Allowable Costs:

a) The Contractor will maintain all books, records, documents, and other evidence of accounting procedures and practices, which accurately reflect all direct and in-kind costs of any nature expended in the performance of this Agreement. The system must be auditable and in accordance with recognized accounting practices.

b) Contractor shall assure that all funds received from AgeWays under this Agreement and all match and Program Income related to the Agreement must be accounted for in a manner that is distinct and separate from all other funds received by the Contractor and separate from other grants and agreements with AgeWays. The commingling of grant funds is prohibited. Contingency funds are not allowed under this Agreement. Obligations, commitments, or encumbrances must be kept within the Term.

8. Program Income/Voluntary Cost Share and Contribution for Services: Program Income is defined as "earnings or contributions provided by or on behalf of an elderly Participant for a direct service received." Income earned independent of the availability of funds from ACLS Bureau are "Additional Resources." No Older Person shall be denied service because he/she fails to contribute all or part of the cost of service.

The Contractor will use Program Income/voluntary cost share for allowable costs under the program through which it was generated to support and/or expand services. The Contractor will apply the additive alternative to the use of Program Income as outlined in the Operating Standards. Program Income may not be used as a source for required match. Cost share may not be used in any program that is supported with federal monies. All cost sharing must meet the ACLS Bureau Cost Sharing Policy Requirements found in Transmittal Letter #393 dated March 26, 2002.

9. Policies and Procedures: Contractor must maintain sufficient policies for the administration of its services and programs, to demonstrate compliance with Service Definitions, Minimum Standards, and policies established by AgeWays, ACLS Bureau, and AoA, and any applicable laws and regulations, including, but not limited to, applicable AgeWays policies and procedures, AgeWays Operating Standards, ACLS Bureau Operating Standards, and ACLS Bureau Transmittal Letters.

10. Insurance Coverage: Contractor must maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance and self-insurance must:

a) The Contractor must maintain and provide evidence satisfactory to AgeWays of liability and hazard insurance provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better, in amounts necessary to cover claims specific to the Services that may arise out of the Contractor's operations under the terms of the Agreement.

b) Protect Contractor, AgeWays, ACLS Bureau, and their respective directors, officers, agents, and employees with respect to potential liability relating to providing Services (or otherwise) with respect to the Agreement, including any and all claims for damage to property or for personal injury, including death, which may arise or are alleged to arise out of or result from Contractor's performance of this Agreement by Contractor or by anyone directly or indirectly employed or engaged by Contractor.

c) Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by AgeWays or the state of Michigan;

d) Except for Governmental Self-Insurance, commercial general liability policies must be endorsed to add Contractor, AgeWays as insured parties and the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insured using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.

e) Contractor shall maintain the following insurances:

- (1) Unemployment;
- (2) Property and theft coverage (including employee theft)
- (3) Fidelity bonding (for persons handling cash)
- (4) No-fault insurance for Contractor owned vehicles;

f) All insurance provided hereunder will require thirty (30) days written notice to AgeWays by the insurance carrier before any cancellation or material change in coverage.

g) The Contactor will also maintain adequate workers' compensation or governmental self-insurance coverage in such amounts and coverages and with such deductibles as are consistent with applicable laws governing work activities, and standard industry practice. Policies must include waiver of subrogation except where waiver is prohibited by law. Contractor shall withhold and pay on the employees' behalf such additional taxes as may be required under federal, state or local law.

h) Contractor shall maintain privacy and cyber security liability insurance to cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

i) Each Party must notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

11. Older Person at Risk: Contractor shall have a written procedure in place to bring to the attention of appropriate officials for follow up, conditions or circumstances that place the Older Person, or the household of the Older Person, in imminent danger. (e.g. situations of abuse or neglect)

12. Disaster Response: Contractor must have established, written emergency protocols for both responding to a disaster and undertaking appropriate activities to assist victims to recover from a disaster, depending upon the resources and structures available.

13. Disclosure of Information: Contractor shall submit to AgeWays all information which is requested by AgeWays related to the names of persons with an ownership or controlling interest in the Contractor and past business transactions. Further, the Contractor shall disclose to AgeWays the names of any persons with an ownership or controlling interest in the Contractor who have been convicted of or pled guilty or no contest to a criminal offense related to their involvement in any programs under Titles III, XVIII, XIX, or XX of the Social Security Act since the inception of these programs. AgeWays may immediately terminate the Agreement if the Contractor does not comply with these requirements.

14. Mandatory Disclosures: Disclose to AgeWays in writing within 7 days of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Contractor, its subcontractor or an officer or director of contractor or its subcontractor that arises during the term of this Agreement including:

a) All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.

b) A criminal proceeding;

- c) A parole or probation Proceeding;
- d) A Proceeding under the Sarbanes-Oxley Act;
- e) A civil proceeding involving:

(1) A claim that might be reasonable be expected to adversely affect Contractor's viability or financial stability; or

(2) A governmental or public entity's claim or written allegation of fraud; or

(3) A proceeding involving any license that Contractor is required to possess in order to perform under this Agreement.

f) Notify AgeWays at least ninety (90) calendar days before the effective date of a change in Contractor ownership or executive management.

15. Criminal Background Screening: Contractor shall perform the following screening:

a) Contractor must conduct, or cause to be conducted, a criminal background check that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, owner, board member, and volunteer who has in-person participant contact, in-home participant contact, access to a participant's personal property, or access to confidential participant information:

(1) ICHAT: <http://apps.michigan.gov/ichat>

(2) Michigan Public Sex Offender Registry:
<http://www.mipsor.state.mi.us>

(3) National Sex Offender Registry: <http://www.nsopw.gov>

b) Criminal background checks for employees, new employees, subcontractors, subcontractor employees, and volunteers must be completed prior to the individual working directly with Participants or having access to a Participant's personal property or Participant protected health information or personally identifiable information.

c) Contractors are required to conduct or cause to be conducted criminal background checks for all employees and volunteers every three years.

d) Contractor must conduct or cause to be conducted criminal background checks that must be completed no later than thirty (30) days after every third anniversary of the date of hire/volunteer.

e) Contractor shall require each new employee, employee, subcontractor, subcontractor employee or volunteer who works directly with

participants or who has access to participant information to notify the Contractor in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the CR as a perpetrator, at hire or within 10 days of the event after hiring. Upon receipt of such information, Contractor shall provide notification of such information to AgeWays.

f) Contractor shall require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed by the Michigan State Police.

g) **Excluding Conviction.** No Contractor workforce member, including volunteers, shall be permitted to have in-person participant contact, in-home participant contact, access to a participant's personal property, or access to confidential participant information if the background check identifies an excludable conviction. Contractor is required to disclose excludable convictions ("Mandatory Exclusion Categories") that result from the criminal background check the individuals, as set forth below.

h) For purposes of this provision, the following definitions will apply:

(1) "Excludable conviction" means:

(a) Mandatory Exclusions:

i. Federal or state felony conviction related to one or more of the following crimes:

ii. Crimes against a "vulnerable adult" as set forth in chapter XXA of the Michigan penal code, 1947 P.A. 382, MCL 750.145n et seq.;

iii. Violent crimes including, but not limited to, murder, manslaughter, kidnapping, arson, assault (or threat thereof), battery, and domestic violence;

iv. Financial crimes including, but not limited to, fraud, forgery, counterfeiting, embezzlement, and tax evasion;

v. Sex crimes including, but not limited to, rape, sexual abuse, criminal sexual conduct, and prostitution;

vi. Cruelty or torture;

vii. Abuse or neglect;

viii. Felony involving the use of a firearm or dangerous weapon;

(b) Felony Conviction. The results of the criminal background check show that the person has any federal or state felony conviction within the preceding 10 years from the date of the background check, including but not limited to:

- i. Crimes involving state, federal, or local government assistance programs;
- ii. Theft crimes including, but not limited to, larceny, burglary, robbery, extortion, false pretenses, false representation retail fraud, and conversion;
- iii. Drug crimes including, but not limited to, possession, delivery, and manufacturing.

(c) Misdemeanor Conviction. The results of the criminal background check show that the person has any federal or state misdemeanor conviction within the preceding 5 years from the date of the background check, including but not limited to:

- i. Crimes involving state, federal or local government assistance programs,

ii. Crimes against a “vulnerable adult” as set forth in chapter XXA of the Michigan penal code, 1931 PA 328, MCL 750.145m et seq.;

iii. Financial crimes including, but not limited to, extortion, fraud, forgery, counterfeiting, embezzlement, and tax evasion;

iv. Theft crimes including, but not limited to, larceny, burglary, robbery, extortion, false pretenses, false representation, retail fraud, and conversion;

v. Sex crimes including, but not limited to, rape, sexual abuse, criminal sexual conduct, and prostitution;

vi. Drug crimes including, but not limited to, possession, delivery, and manufacturing;

vii. Cruelty or torture;

viii. Abuse or neglect;

ix. Home invasion;

x. Assault or battery;

xi. Misdemeanor involving the use of a firearm or dangerous weapon with the intent to injury, the use of a firearm or dangerous weapon that results in a personal injury, or a misdemeanor involving the use of force or violence or the threat of the use of force or violence.

i) A Criminal Conviction means any one or more of the following:

(1) A judgment of conviction has been entered against the individual or entity by a federal, state, tribal, or local court, regardless of whether there is an appeal pending or whether the judgment of conviction or other record relating to criminal conduct has been expunged.

(2) A finding of guilt against the individual or entity by a federal, state, tribal or local court.

(3) A plea of guilty or nolo contendere by the individual or entity has been accepted by a federal, state, tribal or local court.

(4) An individual or entity that has entered into participation in a first offender, deferred adjunction, or other arrangement or program where judgment of conviction has been withheld.

j) If Contractor, including its employees, subcontractors, and subcontractor employees is indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any Excludable Conviction, Contractor shall promptly and within 3 business days notify AgeWays, and AgeWays shall have the right to immediately terminate this Agreement or exclude the applicable employee from providing services hereunder, in AgeWays sole discretion.

k) Contractors and any subcontractors are required to maintain documentation of all criminal background checks, including a list of all employees and volunteer who are subject to this policy, the date of the most recently completed criminal background check, and the source of the background check. Such information shall be provided to AgeWays upon request.

16. Contractor shall cooperate with AgeWays in its efforts toward developing a comprehensive and coordinated system of services for the elderly and/or caregivers, by participating in joint planning efforts and other activities mutually agreed upon to meet this goal;

17. Contractor shall provide for or participate in such trainings as may be necessary to enable paid and volunteer project personnel to perform the Services more effectively;

18. Contractor shall actively seek qualified Older Persons for paid positions for the Services;

19. Contractor shall make provisions for volunteer opportunities for Older Persons;

20. Contractor shall cooperate and assist in efforts undertaken by AgeWays, the State Agency on Aging, the U.S. Administration on Aging, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and costs of the project;

21. Contractor shall keep records and make reports in such form and containing information as required by AgeWays, including by agreeing that the Contractor does, in fact, have the capacity to comply with deadlines established by AgeWays for submission of the following reports:

a) monthly financial reports by the fifth business day of each month.

b) programmatic reports by the 10th of the month following the end of the quarter (January 10, April 10, July 10, October 10).

c) National Aging Program Information System ("NAPIS") Registration and unit reports by the 10th of the month following the end of the quarter (January 10, April 10, July 10, October 10). (Nutrition, Chore, Volunteer Caregiver, Grandparents Raising Grandchildren, Adult Day Care services only).

22. Notwithstanding the foregoing, Contractor shall submit all invoices and reports to AgeWays no later than November 10 of a given year to be deemed submitted for the prior fiscal year (with each fiscal year ending on September 30). Contractor will not be eligible for reimbursement or compensation of any kind for invoices submitted after September 30.

23. Contractor shall maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from AgeWays, and the nature and amount of all charges claimed against such funds;

24. Contractor shall ensure the physical facility where Services are to be rendered is accessible and relatively free of both psychological and physical barriers, and that the facility meets minimum standards of local building fire and health codes;

25. Contractor shall ensure a personnel policy manual exists and a copy is distributed to all paid staff; with such manual to be in compliance with state and federal employment and labor laws;

26. Contractor shall maintain effective liaison with AgeWays to ensure maximum benefits of the Services to actual and potential Participants;

27. Contractor shall permit designated staff of AgeWays to participate ex-officio in advisory councils, community groups, and committees created for and specifically relating, as required, to the proposed program, and will provide AgeWays with notice of meetings of such groups;

28. Contractor shall supply AgeWays with minutes of meetings of Contractor's board of directors or governing body (other committee and advisory group's minutes will be available if requested by AgeWays);

29. Contractor shall designate staff to, and attend, all mandatory AgeWays Title III Project Staff Meetings, with AgeWays providing prior notice to Contractor that such meetings are mandatory, so that appropriate liaison may be established, and information shared;

30. Contractor shall engage in project service activity promotion through the various news and public information media, and acknowledge the sponsorship of AgeWays on all announcements of the program, but not attribute any statements to AgeWays without prior written clearance;

31. Contractor shall submit a copy of the applicant's incorporation papers, verification of 501c3 status, agency Code of Ethics and all other required documents as identified in this Agreement and listed in the Policies and Procedures checklist;

B. **AGEWAYS RESPONSIBILITIES**

1. Reimbursement: AgeWays will provide reimbursement to Contractor as provided for in this Agreement on the condition that the Contractor meets all terms of service provision, reporting, and record retention contained herein.

2. Staffing: AgeWays will provide staff for planning, consultation, resource pooling, and coordination. AgeWays will also assist the Contractor in identifying other resources to enhance federal and state funded services, developing programs to benefit the aged, and facilitating efficient and appropriate service delivery.

3. Report Forms: Provide any report forms and reporting formats required by AgeWays at the start of this Agreement and provide to Contractor any new report forms and reporting formats proposed for issuance thereafter at least thirty (30) days prior to their required usage in order to afford Contractor an opportunity to review.

4. Notification: AgeWays will use its reasonable efforts to provide the Contractor with notification of any alleged violation of this Agreement or of any alleged violation of AAA 1-B, ACLS Bureau, or AoA policies, or applicable laws or regulations to the extent known to AgeWays and shall specify a period of time for compliance with said Agreement, policies, or laws or regulations. The deadline for compliance with stated Agreement, policies, or laws or regulations shall be determined by AgeWays in its sole discretion, consistent with Article IX of this Agreement.

5. Assessment and Monitoring: AgeWays will annually, or more frequently as determined by AgeWays, conduct formal on-site programmatic and fiscal assessments of the Contractor to ensure that service programs for Older Persons are being operated in accordance with service agreements and that Older Persons are realizing the intended benefits. AAA 1- B will further monitor Contractor performance by requesting information through formal reports from the Contractor, in accordance with AgeWays requirements. Contractor shall provide all information requested by AgeWays in a timely manner, as determined by AgeWays.

ARTICLE III - ASSURANCES

A. Contractor Provides the Following Assurances:

1. Assurance of Compliance: The Contractor hereby assures by its execution of this Agreement that persons involved in implementing Contractor's Proposal and this Agreement have read the ACLS Bureau and AgeWays service standards including the general standards, the RFP and Operating Standards, and specific standards for each of the services for which funds are being requested, and the obligations of confidentiality set forth herein. Furthermore, the Contractor assures that it is completely in compliance with all standards for the Services. The Contractor acknowledges that the assurances in this Article are given in consideration of and for the purpose of obtaining federal or state funds, contracts, or other financial assistance from AgeWays and/or for the purpose of obtaining any and all grants, loans, contracts, (except procurement contracts and contracts of insurance or guaranty), property discounts, or other financial assistance extended by the ACLS Bureau through AgeWays after the date of this Agreement, including payment or other assistance made after such financial assistance will be extended in reliance on the representations and agreements made in this assurance. AgeWays or ACLS Bureau, or both, will have the right to enforce these assurances through lawful means. The Contractor recognizes and agrees that any approved financial assistance will be extended based on agreements made in the assurances in this Article and that AgeWays shall have the right to seek enforcement of the assurances in this Article. The Contractor will have no commitments or obligations which are inconsistent with compliance of these and any other pertinent federal or state regulations and policies, and that any other agency, organization or party which participates in these Services shall have no such commitments or obligations, and all activities shall not run counter to the purpose and intent of this Agreement, including the assurances in this Article. The assurances in this Article are binding on the Contractor, its successors, transferees, and assignees.

2. Compliance with Applicable Laws and Regulations: The Contractor agrees to comply with the provisions of the following, as the same may be amended: Older Americans Act and the regulations and policies pertaining thereto; with all other applicable federal laws and regulations, including licensure requirements; with policies and procedures of AgeWays, ACLS Bureau, and HHS; and with all applicable state and local laws and regulations. Additionally, the Contractor agrees that, as a contract award under Title III of the Older Americans Act, the Contractor shall:

a) Contractor shall provide the Services in accordance with Title III of the Older Americans Act, the program regulations issued thereto, the policies and procedures established by AgeWays, and the terms and conditions of this application as approved by AgeWays in making an award of funds.

b) Contractor shall ensure that funds granted as a result of this request are expended for the purpose set forth herein and in accordance with all applicable laws, regulations, policies, and procedures of the State of Michigan and Administration on Aging of the U.S. Department of Health, and Human Services.

c) Ensure that any changes in Contractor's Proposal as approved will be in accordance with AgeWays and ACLS Bureau Operating Standards,

and upon the written approval of AgeWays (such approval to be in AgeWays sole discretion), be deemed incorporated into and become a part of this Agreement. Notwithstanding, Contractor acknowledges any change to the Proposal may require a written amendment to this Agreement and subject to AgeWays approval, all in AgeWays sole discretion.

d) Contractor acknowledges that, notwithstanding anything to the contrary set forth in this Agreement, funds awarded by AgeWays may be terminated with due notice at any time for violations of any terms and requirements of this Agreement.

e) Contractor shall comply with the Anti-Lobbying Act (31 USC 1352) as revised by the Lobbying Disclosure Act of 1995 (2 USC 1601 et seq.) and Section 503 of the Departments of Labor, Health and Human Services, and Education, and Related Agencies section of the FY 1997 Omnibus Consolidated Appropriations Act (Public Law 104-208). Contractor shall include the language of this assurance in all subcontracts for Services covered by the Agreement.

f) Contractor shall comply with all state and federal statutes related to nondiscrimination including, but not limited to, Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375 and codified in (5 CFR §900, Subpart F); the Civil Rights Act of 1964; the Elliott-Larsen Civil Rights Act (P.A. 453 of 1976); the Michigan Persons with Disabilities Civil Rights Act (P.A. 220 of 1976); the Rehabilitation Act of 1973, as amended (P.L. 93-112); all requirements imposed by applicable HHS regulations (45 C.F.R. § 84); and any other federal or state law, local ordinance, rule, regulation, or standard that may apply to an individual's civil rights.

g) Contractor shall comply with equal employment opportunities and affirmative action principles. Additionally, assurance is given that Contractor will proactively seek to identify and encourage the participation of minority-owned, women-owned, and handicapper-owned businesses in contract solicitations. Contractor is prohibited from discriminating against minority-owned, women-owned, and handicapper-owned businesses. Discrimination by Contractor is a material breach of this Agreement providing AgeWays with a right to immediately terminate this Agreement.

h) Each Contractor must clearly post signs at its offices and program locations where Services are provided in English, and other languages as may be appropriate, indicating non-discrimination in hiring, employment practices and provision of services.

i) Contractor shall comply with the Americans with Disabilities Act of 1990 as it regards employers, public facilities, and providers of goods and services.

j) Any breach of these Equal Opportunity / Non-Discrimination provisions may be regarded by AgeWays as a material breach of the

Agreement and shall subject this Agreement to immediate termination by AgeWays.

3. Debarment and Suspension:

a) The Contractor, its employees and subcontractors and subcontractor employees, assures AgeWays that:

(1) the Contractor, to the best of its knowledge, complies with 45 CFR §74.13 and 2 CFR 180, by certifying that Contractor, its principles and employees are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funds. The Contractor further assures that, should exception be given that allows the Contractor to use subcontractors in the course of providing Services under this Agreement, the subcontracted entity and its principles are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funds;

(2) Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the immediately preceding subsection;

(4) Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and

(5) Have not committed an act of so serious or compelling a nature that it affects Contractor's present responsibilities.

b) The Contractor shall submit to AgeWays all information requested about names of persons with an ownership or controlling interest in the Contractor and past business transactions. Further, the Contractor is required to disclose whether any persons with an ownership or controlling interest in the Contractor have been convicted of a criminal offense related to their involvement in any programs under Titles III, XVIII, XIX, or XX of the Social Security Act since the inception of these programs. AgeWays may immediately terminate the Agreement if the Contractor does not comply.

B. Procurement and Property: The Contractor assures that all purchases and transactions made under this Agreement conform to applicable provisions of the OAA, and

applicable Code of Federal Regulations including 45 CFR §74.31-74.37 and 2 CFR 200 in the acquisition, transfer, replacement, or disposition of real property, equipment, or supplies. Funding from this Agreement shall not be used for the purchase of foreign goods or activities. Records shall be sufficient to document the significant history of all purchases and shall be maintained for a minimum of four years after the end of the Agreement period. Contractor agrees to adhere to AgeWays Equipment Policy as outlined in the budget and reporting instructions in the Operating Standards, or as otherwise set forth by AgeWays from time to time.

C. Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), HIPAA Omnibus Final Rule of 2013: As applicable to Contractor under this agreement, Contractor shall protect Participant confidentiality by following the Health Insurance Portability and Accountability Act (HIPAA) Standards for the Privacy and Security of Individually Identifiable Information, the Health Information Technology for Economic and Clinical Health Act of 2009, and the HIPAA Omnibus Final Rule of 2013. (collectively “HIPAA”). Contractor assures that it is compliance with HIPAA including the following:

1. Contractor must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law, or to a subcontractor as appropriate under this Agreement.
2. Contractor will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. Contractor must only use the protected health data and information for the purposes of this Agreement.
4. Contractor must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee’s employees.
5. Contractor must have a policy and procedure to immediately report to AgeWays any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which Contractor becomes aware. Contractor will work with the Department to mitigate the breach and will provide assurances to AgeWays of corrective actions to prevent further unauthorized uses or disclosures. AgeWays may demand specific corrective actions and assurances and the Contractor must provide the same to AgeWays.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement.
7. In accordance with HIPAA requirements, Contractor is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health

data and information, including without limitation AgeWays costs in responding to a breach, received by the Contractor from AgeWays or any other source.

8. Contractor will enter into a business associate agreement should AgeWays, in its capacity as a covered entity, determine such an agreement is required under HIPAA.

D. Confidentiality: The Contractor shall keep confidential and shall not use or disclose information concerning Services, applicants, or recipients obtained in connection with the performance of this Agreement, except as necessary to perform the Services hereunder. Contractors that are also a governmental entity shall comply with the Privacy Act of 1974, as amended. Contractor shall comply with Uniform Guidance requirements to safeguard protected personally identifiable information which shall be incorporated in a policy.

E. As applicable, comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (Act).

F. Comply with the Hatch Act (5 USC 1501-1508) and Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act (Public Law 95-454 Section 4728). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

G. The Contractor will comply with the National Defense Authorization Act "Pilot Program for Enhancement of Grantee Employee Whistleblower Protections". Contractor employees paid from funding through this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Grantee employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2012 and FAR 3.908. Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

H. Contractor will comply with the Trafficking Victims Act of 2000, as amended. Contractor and Contractor employees paid from funding through this agreement will be subject to the Trafficking Victims Protection Act and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to AgeWays.

I. The Contractor represents and warrants that it is authorized to do business under the laws of the State of Michigan and is duly licensed (as applicable) and qualified to perform the Services as set forth in this Agreement. The execution of this Agreement is within Contractor's authorized powers and is not in contravention of federal, state or local law.

J. Contractor will comply with section 6002 of the Solid Waste Disposal Act of 1965 (P.L. 89-272), as amended. Contractor and Contractor employees paid from funding through this agreement will be subject to section 6002 of the Solid Waste Disposal Act and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to AgeWays.

K. Contractor will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act of 1965 (33 U.S.C. 1251-1387), as amended.

Contractor and Contractor employees paid from funding through this agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to AgeWays.

L. **Means Test:** A means test shall not be used to determine the eligibility of an Older Person for any service. The Contractor shall not use a means test to deny or limit a service to an Older Person unless specifically required by state law or federal regulation.

M. **Service Quality Review:** The Contractor shall employ a mechanism for obtaining the view of service recipients about the quality of Services received. This mechanism may include Participant surveys, review of assessment records of in-home Service recipients, and other reasonable mechanisms.

N. **Participant Complaint System:** The Contractor has a procedure in place to address complaints from Participants served by the Contractor.

ARTICLE IV - FINANCIAL REQUIREMENTS AND COMPENSATION

A. **Availability of Funds:**

1. This Agreement is entered into subject to the availability of federal and/or state funds. If for any reason federal or state funds are decreased or eliminated, AgeWays reserves the right in its sole discretion to decrease funding levels or terminate this Agreement upon written notice.

2. The termination or any reduction in the amount of funding shall take effect immediately upon receipt of written notice to the Contractor unless a different commencement date is specified by AgeWays in the notice. A copy of the policy, law, rule, or regulation change shall be provided to the Contractor upon written request. In the event of termination or any reduction in the amount of funding, the Contractor shall have no recourse, under this Agreement or otherwise, upon termination other than payment for the Services rendered until the termination date.

3. It is expressly understood by the parties that the total compensation provided by AgeWays, for all Services detailed within the terms of the Agreement, shall not exceed that federal and/or state funding amount specified in this Agreement, or on any approved addendum which supersedes the original Agreement terms.

B. **Match Requirement:** Local match is required for all federal and/or state funded programs and will consist of either cash or in-kind resources, or both, as specified in the Operating Standards.

C. **Allowable Costs:** The Contractor may not make expenditures or incur obligations in excess of the authorized program budget. Any costs incurred by the Contractor that are not within the approved budget under this Agreement are not allowable costs and will be the sole responsibility of the Contractor. The Contractor will refer comply with all applicable provisions of 2 CFR 200 (“the Uniform Guidance”) or contact AgeWays if there are questions as to what constitutes an allowable cost within this Agreement.

D. **Payment and Operating Advance:** Subject to the availability of funds, all Social Services shall be reimbursed monthly based on actual expenditures paid and reported,

as further outlined on Exhibit A. All Nutrition Services shall be reimbursed monthly based on actual Units (meals) served at the contracted Unit Rate, as further outlined on Exhibit A. Advanced payments are not allowed under the terms of this Agreement.

ARTICLE V - **REPORTING AND AGREEMENT CLOSEOUT**

A. Monthly and Quarterly Reporting: The Contractor agrees to submit program narrative, and statistical, NAPIS, and fiscal reports at times prescribed by and on forms approved by AgeWays and in accordance with AgeWays and ACLS Bureau Operating Standards. The Contractor, upon request, shall submit additional reports deemed necessary by AgeWays. Failure to submit accurate or timely reports may result in AgeWays withholding Agreement funds or the initiation of appropriate disciplinary action, with such determination to be made in the sole discretion of AgeWays.

B. Closeout: At the end of the Term, or if the Agreement is otherwise terminated as provided for herein, Contractor will submit all financial, performance, and other reports to AgeWays within thirty (30) days of the end of the Term or date of termination. A final fiscal report for all expenditures under the Agreement will be among the reports submitted. AgeWays will make payments to the Contractor for allowable reimbursable costs not covered by previous payments. Contractor will immediately refund to AgeWays any payments or funds advanced to the Contractor in excess of allowable reimbursable expenditures.

ARTICLE VI - **AMENDMENTS AND SEVERABILITY**

A. Amendments: Any changes to this Agreement will be valid only if made in writing and expressly accepted in writing by both parties to this Agreement. A written amendment to this Agreement will be required to make any material change in the operation of the Contractor or AgeWays occurs which affects the Agreement. Amendments to this Agreement, which are mutually agreed upon, become effective when incorporated into a signed Amendment. No other understanding, including oral agreements, shall bind the parties. Any amendments to this Agreement will be made in accordance with AgeWays policies and procedures relating to revisions in the budget and/or Agreement. No amendments to this Agreement will be made that are contrary to any federal or state laws that apply to the Agreement.

B. Reprogramming: AgeWays periodically reviews Contractor expenditures. If AgeWays projects under spending of ten percent (10%) or more for Nutrition Services or more for Social Services, AgeWays may act to reduce funds to reprogram or redistribute the funds to another service and/or entity. Such actions will be in accordance with the Reprogramming Procedures of AgeWays.

C. Severability: If any provision of this Agreement is held to be invalid, waived, prohibited or unenforceable in any jurisdiction, then as to such jurisdiction and provided the essential terms of this Agreement for each party remain valid, binding, and enforceable, this Agreement shall be ineffective only to the extent of such invalid, prohibited, or unenforceable provision without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

ARTICLE VII - **CONFLICT OF INTEREST**

A. Conflict of Interest: The Contractor shall use its best efforts to avoid the appearance or occurrence of a conflict of interest with regard to the performance of its

employees engaged in the Services. Contractor is subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended and 2 CFR 200.318(c)(1) and (2).

B. Contractor shall uphold high ethical standards and is prohibited from the following:

1. Holding or acquiring an interest that would conflict with this Agreement;
2. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
3. Attempt to influence or appear to influence any AgeWays employee by the direct or indirect offer of anything of value; or
4. Paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Agreement.

C. No employee, director, officer, or agent shall participate in the selection, award, or administration of the Agreement if a real or apparent conflict of interest is or may be involved. The existence or appearance of such a conflict of interest shall be determined in AgeWays sole discretion. The directors, officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub-agreements. However, the Contractor may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employers, or agents of the Contractor.

D. **Relationship:** The relationship of AgeWays and the Contractor established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create any agency, joint venture, partnership, or employment relationship between the Company or any of its employees and the Contractor or any of its employees. Neither party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other. The Contractor staff are not entitled to AgeWays employee benefits.

ARTICLE VIII - **LIABILITY**

A. **Indemnification:** To the extent permitted by law, Contractor agrees to defend, indemnify, and hold harmless AgeWays, ACLS Bureau, and each of the aforementioned parties' subsidiaries, and affiliates, together with their respective directors, officers, members, employees, agents, successors and permitted assigns (collectively, the "Indemnified Parties") against any and all losses (including but not limited to losses relating to any fraud, waste, abuse, false claims, or misappropriation of funds), damages, liabilities, deficiencies, claims, actions, judgments, settlements, injuries, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers incurred by the Indemnified Parties, arising out of Contractor's or a subcontractor's acts or omissions in performance of the Services and arising out of or relating to, or resulting from, any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature,

civil, criminal, administrative, regulatory or other, whether at law, in equity, whether initiated by the Indemnified Parties or a third party. Contractor agrees to immediately notify AgeWays if the Contractor becomes involved in or threatened with litigation related to the Services. Notwithstanding the foregoing, these provisions shall not apply to liabilities or expenses caused by or resulting from the willful or negligent acts or omissions of the Indemnified Parties. AgeWays may exercise the rights provided for in this paragraph by treating any amounts owed by the Contractor pursuant to this paragraph as an offset against payments otherwise due to the Contractor and, accordingly, withholding such payments.

B. Disputes: The Contractor will notify AgeWays in writing of its intent to pursue a claim against AgeWays for breach of any terms of the Agreement. No suit may be commenced by the Contractor for breach of the Agreement prior to the expiration of sixty (60) days from the date of such notification. Within the sixty (60) day period, the Contractor, at the request of AgeWays, must meet with a representative of AgeWays to attempt to resolve the dispute. Contractor may not pursue a claim for breach under this Agreement unless and until the appeal process described in Article IX, Section E has been exhausted.

ARTICLE IX - **TERMINATION, PROBATION, SUSPENSION, AND APPEALS**

A. Probation:

1. AgeWays has the authority to place Contractor on probation, in whole or in part, if the Contractor fails to comply with the terms of this Agreement, as such is determined in the sole discretion of AgeWays.

2. AgeWays may, in AgeWays sole discretion, also place Contractor on probation if any of the grounds for suspension or termination are met

3. AgeWays will notify the provider in writing and probation will be effective upon the Contractor's receipt of notice. The notice of probation will include the reason for probation, any corrective action required of the Contractor for the probation to be terminated, the effective date, the right of Contractor to review information or criteria on which AgeWays action was based, the right of Contractor to appear in person or by a designated representative to appeal AgeWays action, the right of the Contractor to appeal the decision, and that the decision to put the Contractor on probation is subject to review and a hearing. The notice of right to appeal shall be sent to Contractor within seven (7) days of the action taken by AgeWays.

4. During the probationary period, the Contractor will receive reimbursement for expenses incurred as part of the Agreement.

5. If during the probationary period, the Contractor does not comply with the corrective actions, suspension and termination procedures (as outlined herein) may be initiated.

B. Suspension:

1. If the Contractor fails to comply with any of the terms of the Agreement or if any acts occur that justifies termination, AgeWays may suspend support for the Contractor 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. AgeWays will notify the Contractor in writing of the action being taken, the reason(s) for such action, the effective date, and the conditions of the suspension. The notice of suspension will be given at least ten (10) days prior to the effective date, will note any right to appeal the decision, and will note that the decision to suspend the Contractor is subject to review and a hearing, will include the right of Contractor to review information or criteria on which AgeWays action was based, and the right of Contractor to appear in person or by a designated representative to appeal AgeWays action. The notice of right to appeal shall be sent to Contractor within seven (7) days of the action taken by AgeWays.

3. In the event of an extreme condition set forth in in Art. IX(C)(4), immediate notice of suspension may be given.

4. New obligations incurred by the Contractor during the suspension period will not be allowed unless AgeWays expressly authorizes them in the notice of suspension or a written amendment to it. Necessary and otherwise allowable costs that the Contractor could not reasonably avoid during the suspension period will be allowed if they result from obligations properly incurred by the Contractor before the effective date of the suspension and not in anticipation of the suspension or termination.

5. AgeWays shall determine the amount of unearned funds the Contractor has on hand, anticipated length of suspension, the extent of operations suspended, and the amount of the fund balance on hand to determine whether AgeWays should require the balance to be returned.

6. AgeWays may reinstate the suspended contract operations if it is determined by AgeWays that conditions warrant such action. Reinstatement shall be made by issuance of a new statement of award.

7. AgeWays financial participation in reinstated contract operations may resume immediately upon reinstatement, but not for any costs incurred for operations while under suspension. The obligational authority unearned at the time of suspension may again become available for earning at the previously established matching ratio, unless AgeWays reduces the amount of the Agreement.

C. Termination:

1. This Agreement will terminate automatically at the end of the Term, unless otherwise renewed or extended by the parties.

2. This Agreement may be terminated for cause by AgeWays prior to the end of the Term. Examples that constitute cause for termination include, but are not limited to:

a) There is a lack of availability of funds, or other resources so that AgeWays will no longer be able to engage the Contractor to provide the Services.

b) AgeWays determines in its sole discretion that the Contractor or subcontractor has breached a material provision of the Agreement, violated a

condition under which the Agreement was approved, or violated Contractor's Proposal or AgeWays and/or ACLS Bureau Operating Standards.

c) The Contractor or subcontractor's program performance is inadequate as documented through monitoring visits.

d) Assessment findings are inadequate for two semi-annual assessments.

e) Suspension of Contractor occurs for more than three (3) consecutive months.

f) The Contractor fails to comply with terms of probation or suspension.

3. In the event of a termination of this Agreement without cause as set forth above, AgeWays will provide at least thirty (30) days' notice to the Contractor with the reasons for termination, any reports to be completed, the right of the Contractor to appeal, that the decision to terminate is subject to review and a hearing, and the procedures to be followed for an appeal, the right of Contractor to review information or criteria on which AgeWays action was based, and the right of Contractor to appear in person or by a designated representative to appeal AgeWays action. The notice of right to appeal shall be sent to Contractor within seven (7) days of the action taken by AgeWays.

4. AgeWays may terminate the Agreement immediately for cause as set forth in Section IX.C.2 hereof including if it determines in its sole discretion that an extreme condition has occurred relating to the Contractor or a subcontractor. By way of example and not limitation, acts or omissions that constitute an extreme condition include gross negligence, fraud, waste, abuse, false claims, misappropriation of funds, loss of fiscal integrity, any illegal conduct, placing program Participants at risk, cessation of program operations without notice, failure to maintain insurance coverage, voluntary or involuntary bankruptcy, appointment of a receiver, suspension or debarment, and being charged with a criminal offense (or if an owner or employee is charged with a criminal offense).

5. When financial support of this Agreement terminates on completion of the approved contract period or earlier, the Contractor shall complete and submit a final project and financial report to AgeWays within thirty (30) days of the effective date of the termination.

6. When the Contract is terminated or completed, equipment and supplies purchased with federal funds must be disposed of in conformance to applicable provisions of the Code of Federal Regulations.

7. This Agreement may be terminated by the Contractor prior to the end of the Term upon the occurrence of an Extenuating Circumstance. For purposes of this section, an "Extenuating Circumstances" will mean a situation or set of circumstances in which Contractor can no longer reasonably or adequately provide the Services, with such determination to be expressly agreed to by Contractor in its reasonable discretion. Upon the occurrence of an Extenuating Circumstance, the Contractor will provide as

much advance notice as reasonably possible of the Contractor's intent to terminate and a detailed explanation of the Extenuating Circumstances.

D. Optional Informal Inquiry:

A. Within ten (10) calendar days of Contractor's receipt of notice from AgeWays of a termination, suspension, or probation, the Contractor may submit to AgeWays a written request for an optional informal inquiry regarding the disputed action.

B. AgeWays staff shall meet with the Contractor within seven (7) calendar days of AgeWays receipt of the Contractor's request for an informal inquiry to review items in dispute, seek clarification, and attempt resolution of the issue(s) in dispute. Information and/or criteria for AgeWays action will be discussed at this time. AgeWays may, but will not be obligated to, propose to the Contractor a resolution of the matter. Application Review Committee members may, but are not required to, participate in the informal inquiry, unless specifically requested by the Contractor.

C. If the Contractor is satisfied with the clarification and/or accepts a resolution proposed by AgeWays, the Contractor shall promptly notify AgeWays of its satisfaction and acceptance and the informal inquiry shall be deemed concluded.

D. If the Contractor is not satisfied with the clarification or proposed resolution, the Contractor may proceed with the appeal process described in the following section, provided it has given the notice of appeal on a timely basis as required therein.

E. Appeals:

1. When a Contractor wishes to appeal an AgeWays decision, the Contractor and AgeWays agree to adhere to ACLS Bureau's guidelines regarding appeals, including an opportunity for a hearing. Contractor may appeal any of the following actions:

- a) The probation, suspension or termination of Contractor.
- b) An administrative action that imposes or limits requirements on the Contractor.

2. Regardless of conditions specified within this Agreement, AgeWays may terminate or reduce funding under the Agreement if there are alterations or changes in the rules, regulations, laws, or policies with which AgeWays must comply, or if there is any termination or reduction in the allocation or allotment of funds provided to AgeWays. These alterations, decisions, and/or amendments may not be appealed.

3. The appeal process will consist of the following (and be completed within an aggregate time of sixty (60) calendar days):

a) Notice of termination, suspension, or probation from AgeWays will be provided in accordance with Article X.C., the Contractor will have ten (10) calendar days from date of receipt as defined in Article X.C. to provide AgeWays with notice of its intent to appeal (the "Appeal Notice"), provided that Contractor shall have no right to appeal a suspension, probation or termination for cause of termination or non-renewal. The AgeWays Board of Directors will then schedule and meet with the Contractor and its representative, if any, within thirty (30) calendar days of receipt of the Appeal Notice to discuss the issues involved in the Appeal Notice (the "Formal Appeal Hearing"). Information and/or criteria on which the appeal is based and clarification of or resolution to the issue in dispute will be reviewed at the Formal Appeal Hearing to resolve the appeal issue(s).

b) At the end of the Formal Appeal Hearing, the Board of Directors will render a determination. The Contractor will be sent a written determination within five (5) calendar days of the Formal Appeal Hearing. A record of the meeting, including relevant facts, shall be maintained by the Board of Directors. The determination will also include a statement that the decisions of the Board of Directors and any unresolved issues may be appealed to arbitration in accordance with the provisions of the American Arbitration Association, a similar recognized professional arbitration organization, or the ACLS Bureau. In the case of arbitration, the arbiter shall determine the distribution of costs between the Parties involved in the appeal. In the case of appeal to the ACLS Bureau, ACLS Bureau shall act on such appeal in accordance with its procedures.

4. In the event an administrative action imposes or limits requirements on the Contractor, the Contractor may appeal such administrative action to the Board of Directors of AgeWays within thirty (30) days. The Board of Directors will render a determination and provide written notice of the determination to the Contractor within thirty (30) days of the Contractor's appeal. The notice of determination will include a statement that the Contractor may appeal the determination to ACLS Bureau within ten (10) days.

ARTICLE X - MISCELLANEOUS

A. Prior Agreements. This Agreement, including all incorporated documents, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all previous or contemporaneous oral or written communications, representations, understandings, agreements, negotiations and discussions with respect to the subject matter hereof. The parties acknowledge and agree that there are no conditions precedent to the effectiveness of this Agreement and that there are no written or oral agreements, promises, understandings or representations directly or indirectly related to this Agreement or the subject matter hereof that are not set forth herein. Upon the execution on this Agreement, all prior agreements related to the provision of the same or similar services are hereby terminated and extinguished.

B. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan, without regard to conflicts of law or principles. The parties stipulate and agree that (a) any and all claims, disputes, controversies, suits or actions arising out of or relating to the provisions of this

Agreement or the subject matter hereof shall be adjudicated exclusively in the Circuit or District Courts of Oakland County, Michigan, or the United States District Court for the Eastern District of Michigan sitting in Detroit, which courts shall have the exclusive jurisdiction and venue for any and all said claims, disputes, controversies, suits or actions, and (b) such courts are a convenient forum and the parties will not seek to transfer the action to any other court. The parties waive, to the fullest extent permitted by law, any objection that it may now or later have to the laying of venue in the preceding courts.

C. **Notices.** All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by telecopier by telecopy, facsimile or other form of telecommunication, with service being effective upon the date of transmission (with written confirmation of receipt), (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), or (d) two (2) business days following the deposit of same in the U.S. mail, in each case to the appropriate addresses and telecopier numbers set forth below:

AgeWays Nonprofit Senior Services
29100 Northwestern Hwy., Suite 400
Southfield, MI 48034
Attn: Jenny Jarvis
Fax: 248-948-0096
Email: jjarvis@ageways.org

With a copy to:

AgeWays Nonprofit Senior Services
29100 Northwestern Hwy., Suite 400
Southfield, MI 48034
Attn: Kristin Wilson
Fax: 248-948-0096
Email: kwilson@ageways.org

CONTRACTOR

Charter Township of Waterford
5200 Civic Center Drive
Waterford, MI 48329
Attn: Anthony Bartolotta
Fax: 248-736-6202
Email: abartolotta@waterfordmi.gov

With a copy to:

Waterford Senior Center
3621 Pontiac Lake Rd
Waterford, MI 48328
Attn: Donielle Fidler
Fax: 248-738-4710
Email: fidled01@wsdmi.org

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

E. **Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns permitted under the forgoing section and if there is an assignment of rights under such section, a delegation of such assignor's duties and obligations is deemed to have occurred and such assignee is deemed to have assumed such assignor's obligations and duties.

F. **Waiver.** The parties may not waive any provision or breach of this Agreement, except under the terms of a writing executed by the party to which the waiver is sought to be enforced.

G. **Counterparts; Electronic Signature.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile and PDF signatures hereon shall be effective as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

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EXHIBIT A

NEGOTIATED MULTI-YEAR CONTRACTUAL TERMS FOR FEDERAL AND STATE FUNDING: NUTRITION SERVICES

Organization: Charter Township of Waterford

EIN: 38-6003100

Responsible Agent: Anthony Bartolotta

Service: Nutrition Services (Congregate Meals)

Phone: 248-736-6202

Effective Date: January 1, 2025

Expiration Date: September 30, 2026

Contract Type: Unit Rate

Service Area: Waterford, Waterford Township

Service	Federal/State Contract Award	Match	Participants	Units	Unit Rate
Congregate Meals	\$31,429	\$5,546	606	8,018	\$3.92

Contractor agrees to furnish and deliver all supplies and perform the Services set forth in the attached Agreement, Contractor's Proposal and AAA 1-B and [ACLS Bureau Operating Standards, Service Standards, and Transmittal Letters](#); and as otherwise required in the Agreement for the consideration stated herein within the above stated geographic Contractor Service Area of Region 1-B, to be provided at the site locations identified on Exhibit B. The rights and obligations of the parties to this contract will be subject to and governed by the provisions of the contractual agreement for Services to the Aging.

As a Unit Rate reimbursed service, Contractor will receive the above stated federal and/or state funds each fiscal year of the Term provided that the number of Units stated above are fully served each fiscal year of the Term. The final number of Units served will be determined from the NAPIS reporting system, less any Holiday Meals Units served. If serving levels are not fully satisfied, the funding level will be reduced each fiscal year by the number of contracted Units that were not served. The Contractor will not receive additional federal or state funding for serving above the contract level. Throughout the Term, the Contractor agrees to keep the Unit Rate the same unless approved by AgeWays. All awards are made pending the availability of funds and may be adjusted at any time during the Term.

Nutrition Services Incentive Program ("NSIP") funding is provided each year of the Term in addition to the federal/state Unit Rate. Payments to the Contractor will be determined by the NSIP grant award AgeWays receives and the number of meals that have been budgeted to be served. Contractor will receive a monthly payment of a set unit rate per Unit based on the number of Units served as reported on the #1020M monthly fiscal report. Contractor will receive a payment in the amount of the number of Units served multiplied by the Unit Rate,

which is variable and may change throughout the Term as determined in the sole discretion of AgeWays. Any extra funds unspent from the grant award will be divided and distributed among the providers as determined by AgeWays.

EXHIBIT A

NEGOTIATED MULTI-YEAR CONTRACTUAL TERMS FOR FEDERAL AND STATE FUNDING: NUTRITION SERVICES

Organization: Charter Township of Waterford
EIN: 38-6003100
Responsible Agent: Anthony Bartolotta
Service: Nutrition Services (Home Delivered Meals)
Phone: 248-736-6202
Effective Date: January 1, 2025
Expiration Date: September 30, 2026
Contract Type: Unit Rate
Service Area: Waterford, Waterford Township

Service	Federal/State Contract Award	Match	Participants	Units	Unit Rate
Home Delivered Meals	\$152,496	\$26,911	375	60,998	\$2.50

Contractor agrees to furnish and deliver all supplies and perform the Services set forth in the attached Agreement, Contractor's Proposal and AAA 1-B and [ACLS Bureau Operating Standards, Service Standards, and Transmittal Letters](#); and as otherwise required in the Agreement for the consideration stated herein within the above stated geographic Contractor Service Area of Region 1-B, to be provided at the site locations identified on Exhibit B. The rights and obligations of the parties to this contract will be subject to and governed by the provisions of the contractual agreement for Services to the Aging.

As a Unit Rate reimbursed service, Contractor will receive the above stated federal and/or state funds each fiscal year of the Term provided that the number of Units stated above are fully served each fiscal year of the Term. The final number of Units served will be determined from the NAPIS reporting system, less any Holiday Meals Units served. If serving levels are not fully satisfied, the funding level will be reduced each fiscal year by the number of contracted Units that were not served. The Contractor will not receive additional federal or state funding for serving above the contract level. Throughout the Term, the Contractor agrees to keep the Unit Rate the same unless approved by AgeWays. All awards are made pending the availability of funds and may be adjusted at any time during the Term.

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IN WITNESS WHEREOF, the parties hereto have executed this Exhibit A on the day and year last specified below:

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EXHIBIT B
NAMES AND ADDRESSES OF EACH CONTRACTOR FACILITY

Charter Township of Waterford
3621 Pontiac Lake Rd
Waterford, MI 48328
2486829450
<https://www.waterfordmi.gov/>

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CONTRACTOR AGREEMENT

This Contractor Agreement ("Agreement") is made by and between **AREA AGENCY ON AGING 1-B dba AGEWAYS NONPROFIT SENIOR SERVICES ("AgeWays")**, of 29100 Northwestern Highway, Suite 400, Southfield, Michigan 48034, a Michigan nonprofit corporation, and Charter Township of Waterford ("Contractor"), of 5200 Civic Center Drive, Waterford MI, 48329, a Michigan public entity, and is effective as of the date it is fully executed by both parties to deliver services in support of serving home delivered meals to caregivers residing with a home delivered meal recipient, and providing congregate meals to caregivers in a congregate setting..

Description and Purpose of Project ("Project")

WHEREAS, AgeWays desires to retain the services of Contractor, and Contractor is willing to provide such services, in accordance with the terms and conditions described in this Agreement, to provide home delivered meals and congregate meals to caregivers. THEREFORE, for good and valuable consideration, the parties agree as follows:

Responsibilities of Contractor

- a. Ensure caregivers are age 55 and older
- b. Caregivers are eligible to receive up to seven (7) meals per week
- c. Caregiver meals must be served from a menu approved by the AgeWays Program Manager of Nutrition Services.
- d. Contractor shall utilize a uniform intake process and maintain a participant file for each caregiver receiving a meal as outlined by AgeWays.
- e. Contractor shall inform enrolled caregivers of the end date of the program: September 30, 2025.
- f. A record of caregiver meals served shall be maintained for a minimum of three (3) years.
- g. Contractor will promote and advertise the Project.
- h. The agreed upon unit rate will not exceed \$7.00 per meal. The total amount awarded for the Project is not to exceed a total cost of \$17,500.
- i. Contractor will keep records and submit reports in such forms as required by AgeWays, including by agreeing that the Contractor does, in fact, have the capacity to

comply with deadlines established by AgeWays for submission of all required reports.

- j. Monthly financial reports due by the 5th business day of each month.
- k. Quarterly financial and programmatic reports due by the 10th of the month following the end of the quarter (January 10th, April 10th, July 10th, October 10th).

Responsibilities of AgeWays

AgeWays shall have responsibility for overall program monitoring, and evaluation of the Contractor's performance. In the performance of these responsibilities, AgeWays agrees to:

- a. Provide reimbursement to Contractor as provided for in the Agreement on the condition that the Contractor sufficiently meets all terms of service provisions and reporting contained herein.
- b. Communicate with the Contractor and provide technical assistance as needed.
- c. AgeWays shall maintain records for this project for a period of six (6) years.

Fee Schedule

- a. Contractor will be reimbursed on a monthly basis for allowable expenses.
- b. Invoice for services rendered are due to AgeWays on or before the fifth (5th) business day of the month following services provided.
- c. Reimbursement will be paid by the end of each month.

Project Completion Date

This agreement is effective as of the date it is fully executed by both parties and will continue until September 30, 2025, unless the agreement is amended or terminated by either party upon giving thirty (30) day written notice to either party.

Work for Hire

All work product produced by Contractor, with the exclusion of any power point presentations, during the performance of its services under this Agreement shall be deemed "work for hire" and shall be the exclusive property of AgeWays, including without limitation all reports, surveys, and data generated and/or gathered by Contractor in connection therewith.

Confidentiality

For purposes of this Agreement, "Confidential Information" means and includes confidential and proprietary information, including, without limitation, protected health information ("PHI") as such is defined in the Health Insurance Portability and

Accountability Act of 1996 ("HIPAA") and any amendments or implementing regulations, (collectively "HIPAA Rules"), other patient, consumer or client data, including but not limited to any that has been de-identified, all financial information and statements, employee information, contractor information, know-how, processes, insurance and third party payor lists, vendor lists, price lists, business plans and techniques, reports, marketing plans and techniques, management plans and techniques, contractual arrangements, trade secrets, and any other information, knowledge or data, in whatever form or medium, concerning or relating to the business affairs of AgeWays which is not generally known by the public at large. The Parties intend that the term Confidential Information shall be given the broadest possible interpretation and shall not require AgeWays to label or mark any information as "confidential" in order for it to be deemed Confidential Information.

Any and all Confidential Information furnished to, obtained or accessed, directly or incidentally, by Contractor pursuant to this Agreement shall be deemed confidential and proprietary to AgeWays. Contractor agrees that it shall be prohibited from using or disclosing Confidential Information. Contractor shall not sell, transfer, publish, disclose, display, or otherwise make available to any other entity, person, or individual, whether related or not, the Confidential Information or any portion thereof without the express prior written consent of AgeWays. In the event Contractor is required to disclose Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body, Contractor may disclose such Confidential Information, provided that, to the extent possible, Contractor will provide AgeWays with reasonable advance notice thereof to enable AgeWays to seek a protective order to prevent such disclosure.

Compliance

Contractor agrees to perform its obligations under this Agreement in full compliance with applicable laws and regulations, including without limitation the Health Insurance Portability and Accountability Act ("HIPAA") and the Uniform Guidance. Each party agrees to maintain appropriate documentation for all of its activities which it may undertake pursuant to this Agreement, and to make such documentation available for review and/or audit by the other party, upon request.

Indemnification

Contractor agrees to indemnify, defend and hold harmless AgeWays from and against any and all liability, claims, causes of action, costs and expenses of any kind whatsoever (including without limitation attorney's fees) arising out of or relating to Contractor's actions, failures to act, errors or omissions in the course of the performance of its obligations under this Agreement.

Insurance

During the term of this Agreement, Contractor agrees to procure and maintain errors and omissions liability insurance with coverage amounts of not less than One Million Dollars (\$1,000,000) each occurrence. Contractor shall provide certificates evidencing such coverage to AgeWays upon request. AgeWays shall be named as an additional insured on all policies, and all such policies shall provide that coverage there under is

primary to any coverage that might otherwise be available to AgeWays. All insurance policies shall provide that they cannot be cancelled, modified, or not renewed unless the insurance carrier provides thirty (30) days prior written notice to AgeWays. All insurance policies shall be written on an occurrence basis and not on a claims-made basis.

Termination & Amendments

Either party may terminate this Agreement at any time and for any reason upon thirty (30) days' advance written notice to the other. In the event of termination, the fee schedule shall be deemed modified to reflect an equitable pro-rationing of the fees for the services rendered by Contractor through the date of termination. This Agreement may be amended at any time but only by written agreement executed by both parties to this Agreement.

Ownership of Intellectual Property

Ownership of reports, surveys, and data gathered as a result of this agreement shall remain the exclusive property of the AgeWays.

Notices/Contact Information

All notices and other communications pertaining to this Agreement shall be directed as follows:

AgeWays Contact:

Name: Angela Patten
Title: Program Manager, Nutrition Services
Telephone: (248) 326-4611
E-mail: apatten@ageways.org

Contractor Contact:

Name: Anthony Bartolotta
Title: Township Supervisor
Telephone: (248) 736-6202
E-mail: abartolotta@waterfordmi.gov

Nature of Relationship

Nothing in this Agreement shall be construed as constituting or creating a partnership, joint venture, or principal-agency relationship between parties.

Complete Agreement

This Agreement contains all the terms and conditions agreed upon by the parties with respect to the subject matter of this Agreement. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties, and each of the parties warrants that it has not received from

the other party, nor does the other party owe it, any consideration for this Agreement other than that which is stated herein.

Assignment

Neither this Agreement nor any rights hereunder may be assigned by a party, nor may any obligations hereunder be delegated to any third party, without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

Governing Law

This Agreement shall be executed and delivered in the State of Michigan and shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

Waiver

No obligation of a party under this Agreement shall be deemed to have been waived unless such waiver is in writing and signed by an authorized representative of the party granting the waiver.

Binding Effect

This Agreement shall be binding on the parties and on their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have set forth their hands effective as of the date first set forth above.

**EXPECTED TERMS OF AGREEMENT WITH
AGEWAYS FOR LONG TERM SUPPORTS-
FUNDING FOR ENCORE PROGRAM**

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FISCAL YEAR 2023
LONG TERM SUPPORTS AND SERVICES AGREEMENT BETWEEN
AREA AGENCY ON AGING 1-B
and

Vendor Legal Name: Waterford Township
Center
Address: 5200 Civic Center Drive, Waterford MI 48328
Phone number:
Federal Tax I.D. Number:
DUNS Number N/A
NPI Number: 7
CHAMPS Number: N/A
Medicare Number: N/A

Check if applicable:

- Minority Owned
- Woman Owned

Vendor Status Legal Entity (Indicate all that Apply):

- Governmental entity

Domestic or Foreign Entity: DOMESTIC NONPROFIT CORPORATION

Primary Contact: Alison Swanson

Phone Number: 248-618-7549

I. PARTIES

A. This agreement (the “Agreement”) is entered into by and between Area Agency on Aging 1-B (“AAA 1-B”), a Michigan nonprofit corporate and the Charter Township of Waterford (the “Vendor”) and supersedes all previous agreements(s) between these parties.

B. The Vendor acknowledges and agrees that the Michigan Department of Health and Human Services (“MDHHS”) is not a party to this Agreement or to any other agreement with AAA 1-B’s subcontractors. Nothing in this Agreement or otherwise shall be construed or deemed to create any employment, agency, partnership, or joint venture between AAA 1-B or MDHHS, on the one hand, and Vendor or its employees, agents or subcontractors, on the other hand.

II. PURPOSE, AUTHORITY, SCOPE, AND DEFINITIONS

A. Purpose. This Agreement shall establish the terms and conditions pursuant to which AAA 1-B will engage Vendor to provide certain Long Term Services and Supports as described on Exhibit A, attached hereto and made a part hereof ("LTSS", also referred to herein as the "Services") to the individuals which AAA 1-B refers to the Vendor and are accepted by the Vendor as set forth herein. LTSS have the primary purpose of supporting the ability of individuals with functional limitations and/or chronic illnesses to live or work in the setting of their choice, including their home, a worksite, a provider-owned or controlled residential setting, a nursing facility, or other institutional setting. LTSS promote the development of a comprehensive and coordinated service delivery system to support citizens to maintain their ability to exert control over their lives, including supporting their preferences to reside in their home, neighborhood, and community.

B. Authority. This Agreement is entered into in accordance with certain agreements between AAA 1-B and one or more governmental agencies or other third parties (the "Applicable Payor Program Agreements"), including but not limited to the MI Choice Home and Community Based Services Waiver Program for Medicaid Funds and accompanying Statements of Work, attachments, exhibits and schedule (the "MI Choice Agreement"), and also in accordance with a Grant Agreement for Aging Grant Awards by and between AAA 1-B and MDHHS ("HASA"). Attachment 1 to this Agreement lists such Applicable Payor Program Agreements between AAA 1-B and a governmental or private entity that are relevant to the Services provided hereunder, which are hereby incorporated by this reference as material terms of this Agreement to the extent they pertain to Vendor's provision of Services hereunder, including but not limited to terms relating to its qualifications, obligations, personnel and reimbursement/payment.

1. Attachment 1 shall be deemed automatically amended on the effective date of any and all applicable amendments, addendums, or additions to the Applicable Payor Program Agreements, and any additional contracts with payors that are or become relevant to the Services to be provided hereunder.
2. AAA 1-B will use reasonable efforts to provide to Vendor a copy of the Applicable Payor Program Agreements or relevant excerpts thereof, and the applicable portions of such new contracts or amendments, excerpts of such contracts, and/or a summary of the provider requirements under such contracts, as determined by AGEWAYS in its sole discretion, including a

summary of the applicable requirements for downstream providers or downstream contracts or contractors.

C. Scope

1. The following Exhibits, Attestation Signature Page, and Attachment 1 are attached hereto and incorporated by reference as material terms of this Agreement:

- Exhibit "A" Vendor Bid Agreement for Contracted Services
- Exhibit "B" Delegated Functions (Signature Required)
- Exhibit "C" Training Requirements
- Exhibit "D" PDN/ Nursing Requirements
- Exhibit "E" MI Health Link Additional Requirements
- Exhibit "F" Business Associate Agreement (Signature Required)
- Attestation Signature Page
- Attachment "1" Applicable Payor Program Agreements List

2. THIS AGREEMENT AND AGEWAYS'S OBLIGATIONS UNDER IT, INCLUDING BUT NOT LIMITED TO ALL PAYMENT OBLIGATIONS, ARE CONDITIONED UPON AGEWAYS'S RECEIPT OF FUNDS SUFFICIENT TO DISCHARGE THOSE OBLIGATIONS AND THE ABSENCE OF A MATERIAL CHANGE IN AAA 1- B'S FUNDING OR IN THE FUNDING METHODOLOGY FOR ANY CONTRACT OR PROGRAM.

CI. Further, Vendor acknowledges and agrees as follows:

1. By executing this Agreement, it has reviewed and agrees to AGEWAYS's vendor terms and conditions, available at AGEWAYS's website, www.aaalb.com, which have been provided to Vendor. Further, Vendor agrees to comply with such terms and conditions as such may be amended from time to time, notice of such amendment provided by virtue of posting the amended versions to AGEWAYS's website.
2. As applicable, based upon the Applicable Payor Program Agreements, comply with all Operating Standards for Service Programs as established by the HASA, MDHHS, CMS or any governing regulatory authority, state and federal laws, and/or AGEWAYS Operational Guidelines.
3. As applicable, based upon the Applicable Payor Program Agreements, comply with the terms and conditions of the MI Choice Agreement and all other agreements between AGEWAYS and MDHHS, including any attachments and exhibits thereto (the "MDHHS Agreements"). If any contradiction exists between the MDHHS Agreements and this Agreement, the provisions of the MDHHS Agreements will govern.

4. Comply with all state and federal requirements related to provider and worker enrollment into the Community Health Automated Medicaid Processing System (CHAMPS). Failure to comply with

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the guidelines and regulations will result in non- payment.

5. Comply with all state and federal requirements related to Electronic Visit Verification (EVV) as specified in Section 12006(a) of the 21st Century Cures Act.

III. ASSURANCES

A. Vendor provides the following Assurances:

1. Ethics. No employee or elected official of the Vendor is currently an employee or Board member of AGEWAYS, or an immediate family member of an employee or Board member of AGEWAYS. Vendor acknowledges it and its principals, representatives and agents may not use insider information which secures or gives the appearance of an unfair advantage to the Vendor in bid processes, contract procurement or related monetary gain. A breach of this condition may be regarded by AGEWAYS as a material breach of the contract and shall subject this contract to immediate termination by AGEWAYS.
2. Equal Opportunity / Non-Discrimination.
 - i. The Vendor shall not discriminate against any employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or with respect to a matter directly or indirectly related to employment on the basis of race, color, religion, national origin, gender, sex, sexual orientation, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position, ancestry, age, political affiliation, known association or relationship with an individual with a disability, or other legally protected status
 - ii. The Vendor shall not discriminate against AGEWAYS's participants or members of the public on the basis of race, color, religion, national origin, age, gender, ancestry, political affiliation, sex, sexual orientation, height, weight, marital status, arrest record, ability to pay, commitment status, disability, or known association or relationship with an individual with a disability, or other legally protected status.
 - iii. Any breach of these Equal Opportunity / Non-Discrimination provisions may be regarded by AGEWAYS as a material breach of the Agreement and shall subject this Agreement to immediate termination by AGEWAYS.

- iv. Vendor will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Vendor further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement providing AGEWAYS with a right to immediately terminate this Agreement.
- v. Vendor will comply with all federal statutes related to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

- h. Assure equal access for people with diverse cultural backgrounds and/or limited English proficiency, as outlined by the Office of Civil Rights Policy Guidance on Title VI "Language Assistance to Persons with Limited English Proficiency" and the Prohibition Against Discrimination as it Affects Persons with Limited English Proficiency, and in compliance with applicable state and federal laws, rules and regulations, including but not limited to Section 1557 of the Patient Protection and Affordable Care Act, Executive Order 13166 (August 11, 2000);
 - i. applicable Medicaid regulations (42 CFR 438.10; 438.206(c)(2)), and
 - j. AGEWAYS's DSP Manual and applicable AGEWAYS MCO Policies.
- 3. Comply with the Anti-Lobbying Act, Title 31 USC, Section 1352 (added under Section 319 of Public Law 101-121), as revised by the Lobbying Disclosure Act of 1995 (P.L.104-65) and Section 503 of the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act (Public Law 104- 208). The Vendor shall include the language of this assurance in all subcontracts for services covered by this Agreement.
- 4. Additionally, assurance is given that Vendor will proactively seek to identify and encourage the participation of minority-owned, women-owned, and handicapper- owned businesses in contract solicitations. Vendor is prohibited from discriminating against minority-owned, women-owned, and handicapper-owned businesses. Discrimination by Vendor is a material breach of this Agreement providing AGEWAYS with a right to immediately terminate this Agreement.
- 5. As applicable, comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (Act).
- 6. Comply with the Hatch Act (5 USC 1501-1508) and Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act (Public Law 95-454 Section 4728). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.
- 7. The Grantee will comply with the National Defense Authorization Act "Pilot Program for Enhancement of Grantee Employee Whistleblower Protections". Vendor employees paid from funding through this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Grantee employee

whistleblower protections established at 41 U.S.C.4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2012 and FAR 3.908. Vendor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

8. Vendor will comply with the Trafficking Victims Act of 2000, as amended. Vendor and Vendor employees paid from funding through this agreement will be subject to the Trafficking Victims Protection Act and must comply with all applicable standards, orders or regulations issued pursuant to this Act.
9. The Vendor represents and warrants that it is authorized to do business under the laws of the State of Michigan and is duly licensed (as applicable) and qualified to perform the Services as set forth in this Agreement. The execution of this Agreement is within Vendor authorized powers and is not in contravention of federal, state or local law.
10. Vendor will comply with the Family and Medical Leave Act of 1992, and with the Americans with Disabilities Act of 1990, as it regards employers, public facilities, and providers of goods and Services.
11. Vendor will comply with Occupational Safety and Health Administration (OSHA) and/or Michigan Occupational Safety and Health Administration (MI-OSHA) regulations governing use of toxic substances, etc., if appropriate.
12. Vendor will comply with Federal Regulation 45 CFR Part 76 in order to further comply with applicable HASA, MDHHS, Centers for Medicare & Medicaid Services ("CMS"), and other governing local, state, and federal authorities.
13. Vendor will comply with all other applicable federal and state civil rights laws and other applicable statutes and regulations.

IV. FEE FOR SERVICE ARRANGEMENT AND CLAIMS PROCESSING

- A. AGEWAYS agrees, subject to the continued availability and receipt of sufficient federal, state and local government funding, and subject to terms of this Agreement and Vendor's compliance with such terms, to reimburse the Vendor according to the Fee for Service Rate(s) listed on Exhibit A.
- B. The approved Fee for Service Rate for each service provided by Vendor under terms of this Agreement is listed on the Exhibit A. To the

extent reasonably practicable, AGEWAYS will provide the Vendor with thirty (30) days' advance written notice of any such Fee for Service Rate update. Notwithstanding, any failure by AGEWAYS to provide such thirty (30) days' advanced written notice, will not impact the effectiveness of such change/update, and such change/update will remain effective as to Vendor as specified by AGEWAYS.

- C. As further conditions to receiving and being eligible for payment hereunder, Vendor acknowledges that (i) Services must be provided in accordance with primary payor rules and this Agreement, and (ii) the individual must be eligible for all applicable programs which he/she qualifies (e.g., Medicare, Medicaid, Healthy Michigan Plan, MI Health Link, private third-party coverage, etc.). AGEWAYS shall reimburse only for LTSS Services that are assessed to be medically necessary or medically appropriate. Vendor shall not profit from the provision of LTSS Services that are not medically necessary or medically appropriate.
- D. Vendors are prohibited from charging any fee to participants receiving services under this Agreement. Payment by AGEWAYS is considered payment in full for claims submitted for reimbursement. Vendor shall not bill participant for any denied claims.
- E. Claims Processing: The Vendor shall submit all claims to AGEWAYS's Finance Department by the fifth (5th) business day of each month with respect to Services rendered to participants in the preceding month, consistent with AGEWAYS policy and procedure utilizing AGEWAYS's system (currently identified as Harmony EMR system) through Direct Data Entry or the equivalent HIPAA compliant electronic format approved by AGEWAYS. Batches of Vendor claims must be separated by Fiscal Years. Each claim shall have corresponding documentation in the participant's record and accounts regarding service activity. If applicable, documentation of material costs shall be included with the monthly bill.
 - 1. AGEWAYS will use good faith efforts to reimburse the Vendor for each approved clean claim within thirty (30) days of receipt.
 - 2. Bills or claims not received within sixty days (60) from the day that Services were rendered will not be honored and the Vendor forfeits all rights to payment.
- F. The Vendor will assure that all requests for payment of Services submitted to AGEWAYS are submitted as requests for payor of last resort. AGEWAYS will not supplement the cost of care for individuals who have third-party coverage. Vendor acknowledges that Federal regulations require that all identifiable financial resources be utilized prior to expenditure of Medicaid funds for Services.
- G. If payment is made to the Vendor by AGEWAYS for Services not performed, not allowed or for overcharges for Services, AAA1-B reserves the right to deduct from future payment, disallow payment, or

require reimbursement of those funds by the Vendor. Any charges made to AGEWAYS that cannot be verified are subject to disallowance and recapture by AGEWAYS. If the amount of future reimbursement is insufficient to cover this obligation, AGEWAYS shall require remittance from the Vendor, which shall be made within 5 business days of the request. Disallowed costs as a result of audit are final.

- H. The Vendor is required to adjudicate all claims and resolve all issues/problems identified through that process prior to submission to AGEWAYS, pursuant to the process outlined in the MI Choice Agreement. The Vendor has the responsibility of resolving all claims that are problematic by the end of the following month of when the service was provided. The Vendor should contact AGEWAYS's Finance Department for assistance.
- I. All claims for AGEWAYS's Fiscal Year (October 1 through September 30) must be submitted by the 5th business day after the close of AGEWAYS's Fiscal Year. September denials must be submitted no later than October 31st.
- J. The Vendor shall not incur any indebtedness or make commitments for which repayment with AGEWAYS funds extends beyond the close of the fiscal year without express written permission of AGEWAYS.
- K. The Vendor must direct all questions regarding claims status to AAA 1B Finance Department.

L. The Vendor acting as Fiscal Intermediary under contract with AAA 1B shall adhere to the terms and conditions as outlined in the individual budgets for each participant.

1. Payment for Services (individual budget) will be calculated on a unit-rate reimbursement schedule containing the following:

- i. Identification of the actual rate of pay at which the Services are rendered;
- ii. The maximum amount of reimbursement possible according to the Individual Budget, if applicable;
- iii. Reimbursement may only be for actual units of the service provided; and
- iv. Reimbursement may only be at the employer's agreed upon rate (not to exceed agreed upon rate in Exhibit A) and that the parties acknowledge that the per-unit rate for Services paid pursuant to this Agreement may be adjusted solely in the discretion of AAA1-B upon 30 days' notice.

v. **V. VENDOR RESPONSIBILITIES**

A. In accordance with the general purposes and objectives of this Agreement, the Vendor shall:

1. Be responsible for the delivery of the Services and for the establishment of sufficient administrative capabilities to carry out the requirements and obligations of this Agreement. The Vendor shall report applicable administrative changes (including but not limited to changes in name, address, relocation of panel provider service site, etc.) within three (3) business days to AGEWAYS. However, if there is an emergency situation related to any participant (including but not limited to relocation of any individual(s) served due to licensing issues, home closure due to fire, etc.), the Vendor will notify AGEWAYS within twenty-four (24) hours.
2. Provide Services in a manner which complies with:
 - i. All AGEWAYS Managed Care Organization Policies and Procedures (available for review at aaalb.org);
 - ii. Applicable Compliance Alerts;
 - iii. The requirements and service descriptions contained in the most current version of the MDHHS Michigan Medicaid Provider Manual;
 - iv. AGEWAYS Direct Service Purchase Operational Guidelines (available for review at aaalb.org); and
 - v. Applicable federal, State and local laws, rules, administrative procedures and regulations that are in effect during the term of

this Agreement. The State and AGEWAYS are obligated to require implementation of any changes in federal statutes and regulations and state statutes, rules, and administrative procedures effective during the term of the Agreement and applicable to any AGEWAYS contracts. Provide the Services to participants in the LTSS program (the "Participants") in accordance with the terms and assurances stated in this Agreement, including any Exhibits. Provide service delivery as prescribed based on a developed comprehensive person-centered service plan (the "PCSP") and based on the directions received from AGEWAYS staff during service requisition. Vendor's access to documentation concerning an individual's care shall be limited to what is necessary.

3. Accept and serve on a priority basis, the Participants referred by AGEWAYS. Vendors are required to accept at least two (2) such Participants per month under each Applicable Payor Program Agreement, absent reasonable cause as determined by AGEWAYS. This requirement is not applicable to licensed/unlicensed residential facilities or Adult Day Care vendors that have publicly verified they do not have vacancies. If the Vendor wishes to no longer provide Services to an existing Participant, the Vendor must notify AAA1-B immediately and an alternate agency will be assigned as soon as possible. For the Participant's safety, the Vendor will continue to provide the Services until the alternate agency is in place, as determined by AGEWAYS, and apply the terms of this Agreement to such Services.
4. Maintain an existing caseload with a 60 percent (reviewed monthly) retention of Participants accepted by Vendor until such Services are no longer needed by the Participants (the "Case Load Threshold"). In the event Vendor fails to comply with the Case Load Threshold, then, absent reasonable cause for failure to comply, AAA-1 B is permitted to reduce Vendor's compensation for providing Services hereunder by 1% in any given month it fails to meet the Case Load Threshold. Additionally, Vendor acknowledges that its compliance with the Case Load Threshold is or may become a factor in determining Vendor's qualification for any additional payment programs, such as any quality or value-based programs.
5. Accept and support the comprehensive assessment as completed by AGEWAYS staff and refrain from duplicative assessment or re-assessment activities. Vendor is not prohibited from conducting an assessment when there is a demonstrated need by the Vendor. In the event there is a disagreement between AGEWAYS and Vendor regarding AGEWAYS assessment, Vendor shall contact AGEWAYS in writing with the details of its disagreement.
6. Participate in the AGEWAYS re-credentialing process at least once every three years, not to exceed 36 months.

7. Understand and agree that:
 - i. AGEWAYS is not obligated by the terms herein to use the services of Vendor until the Agreement has been executed by the parties;
 - ii. That the Vendor must secure a bid through the form on the attached Exhibit A; and
 - . That the use of Vendor's services is entirely within the discretion of AGEWAYS based on existing program needs and other factors. Moreover, this Agreement does not guarantee the Vendor Agent a minimum number of Participants.
 - iii. This Agreement, along with an accepted Exhibit A bid, must be executed prior to Vendor incurring any expenses. AGEWAYS will not make any referrals of Participants to Vendor in any manner based on the volume or value of any referrals Vendor may make to AGEWAYS.
8. Provide AGEWAYS with regular, on-going feedback, regarding assigned Participant's medical condition and home environment, upon the request of or pursuant to the requirements established by AGEWAYS.
9. Notify AGEWAYS immediately when a Participant requires a short-term admission to an institutional setting for treatment. Institutional setting include:
 - i. hospitalization;
 - ii. nursing home (including admission for rehabilitation; or
 - iii. out of home respite.
10. To the extent provided by law, defend, indemnify, and hold harmless AGEWAYS, MDHHS, & HASA and each of the aforementioned parties' parent companies, subsidiaries, and affiliates, together with their respective directors, officers, members, employees, agents, successors and permitted assigns (collectively, the "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, injuries, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers incurred by the Indemnified Parties, arising out of or relating to, or resulting from, any breach of the terms of this Agreement by Vendor or its agents, any fraudulent conduct by Vendor (including but not limited to issuance of a false claim), or any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity or otherwise of a third party arising out of the Services performed by the Vendor, and

immediately notify AGEWAYS LTSS staff if the Vendor becomes involved in, or threatened with litigation related to any AGEWAYS LTSS Participant. Notwithstanding the foregoing, these provisions shall not apply to liabilities or expenses to the extent caused by or resulting from the willful or negligent acts or omissions of the Indemnified Parties.

11. Maintain in effect at all times during the course of this Agreement, insurance coverage or self-insurance as indicated and required by AGEWAYS, MDHHS, HASA, or CMS, or any governing regulatory authority. Further, the Vendor shall submit at the beginning of this Agreement and annually thereafter, certificates of coverage listing AgeWays as a certificate holder before the current insurance on file expires. The vendor is required to carry workman's compensation, General Liability and hazard insurance, unemployment, property and theft coverage, fidelity bonding (for persons handling cash), Professional Liability (required for licensed professional service providers only), Third Party Crime/Fidelity, Auto Liability and/or Non-Owned Auto Liability (for Aide Owned transportation) and/or Hired Autos (if applicable), errors and omissions, facility/property insurance in amounts that are standard and adequate for the industry, but at a minimum, in amounts required by MDHHS, HASA, or CMS, or any governing regulatory authority.
12. Be duly incorporated or organized with the State of Michigan and provide AGEWAYS with verification of incorporation, LLC, or partnership; and any applicable assumed name(s).
13. Not assign, transfer, share, or subcontract any of its duties or any of the Services that it will render under the Agreement to any third party or any independent contractor without the prior written approval of AGEWAYS. Any assignment, transfer, sharing arrangement, or subcontract in violation of this section shall be null and void.
14. Comply with AGEWAYS's Participant complaint system, to the extent requested or required by AGEWAYS.
15. Provide formal notification to AGEWAYS if Vendor intends to pursue a claim against AGEWAYS for breach of any terms of this Agreement, and no suit may be commenced by the Vendor for breach of the Agreement prior to sixty (60) days from the date of such notification. Within this sixty (60) day period, Vendor, at the request of AAA 1- B, must meet with the CEO of AGEWAYS or his/her designee, for the purpose of attempting in good faith a resolution of the dispute.
16. Not impose legal restraints, including but not limited to financial penalties or threats of legal action, on the ability of the service providers to be employed OR CONTRACTED directly by a

Participant of AGEWAYS or another agency that provides Services for an AGEWAYS Participant.

17. Attend all meetings and trainings deemed mandatory by AGEWAYS and when necessary, provide adequate notice of absence. Absence for any reason, does not excuse Vendor from compliance with this section on training, including as set forth in Exhibit C.
18. Furnish the Services hereunder, perform billing or coding functions, or be involved in/cooperate with AGEWAYS's monitoring of health care. Vendor has been provided with a copy of AGEWAYS's False Claims Act and Whistleblower Protection Policy ("Policy"). Vendor acknowledges, agrees to adhere to, and adopts the Policy as a condition of doing business as a Vendor of AGEWAYS and in accordance with the requirements of Section 6032 of the Deficit Reduction Act of 2005 and Section 1902(a)(68) of the Social Security Act as relates to education about false claims recovery.
19. Notify AGEWAYS within 24 hours when services are not rendered as required by the PCSP.
20. Notify AGEWAYS immediately of abuse, neglect, or exploitation reported to Adult Protective Services.
21. Notify AGEWAYS within one (1) business day of any changes in the Participant's housing environment including, but not limited to: structural damage; unsanitary environment (including insect/rodent infestations); non-compliance with medical care; and absence of scheduled Services (including if such absence places Participant in a vulnerable state by compromising his/her health).
22. Notify AGEWAYS within three (3) business days of any change in Participant's condition that may necessitate a change in Services and/or PCSP development and modification.
23. Immediately notify AGEWAYS LTSS staff if, for any reason, the Vendor is unable to adequately provide the Services to the Participant as negotiated or if a particular service is not provided as agreed to for any reason.
24. Vendor will be bound by the terms and conditions of AGEWAYS's Operational Guidelines for Direct Service Purchase and provide the required documents specified in the required documentation by AGEWAYS.
25. The Vendor has not, in any manner, directly or indirectly, sought by Agreement or collusion, or communication of conference, with any agency or person, to fix the service rate paid by AGEWAYS, to fix any overhead, profit or cost element of said rate, to secure any advantage against AGEWAYS or any agency or persons interested in contracting for the Services required herein.

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26. The Vendor agrees to inform AGEWAYS in writing within forty-five (45) days prior to any changes in its Federal Tax ID (EIN), NPI, Medicare ID number, DUNS number, administration, ownership, agency name, address, or phone number. Failure to report these changes may result in denial of payment at the sole discretion of AGEWAYS. AGEWAYS reserves the right to either: (i) terminate this Agreement; (ii) stop referrals; or transfer Participants if changes in ownership or administration occur.
27. AGEWAYS reserves the right to forgo payment to Vendor up to the amount of any amount owed by Vendor to AGEWAYS, including but not limited to any overpayment made to Vendor, as determined by AGEWAYS in its sole discretion.
28. Vendor is responsible for the accuracy and completeness of all claims transmitted to the Michigan Department of Health and Human Services ("MDHHS") by The Area Agency on Aging 1-B and their billing agent. Vendor agrees to abide by the rules and regulations for all purposes related to Title XIX (Medicaid) reimbursement by the MDHHS and the Michigan Medicaid Provider Manual, including any administrative, civil and/or criminal action(s) relating to participation in the Medicaid program.
29. If Vendor performs work or provides services to AGEWAYS related in any way to the Applicable Payor Programs at an offshore (non-United States) location, Vendor will provide AGEWAYS with the name, address and narrative description of the offshore function(s) and state the proposed or actual effective date for the offshore arrangement. Vendor will also provide the following written attestation to AGEWAYS:
 - i. The offshore arrangement ensures that the Vendor and/or the offshore Contractor/subcontractor receives only the minimum amount of protected health information (PHI) necessary to perform the services contemplated, and that policies and procedures are in place to ensure that PHI remains secure.
 - ii. The offshore arrangement grants AGEWAYS or Vendor at AGEWAYS's request the right to terminate the offshore arrangement immediately without cause.
 - iii. The offshore arrangement prohibits access to AGEWAYS data not associated with the applicable Payor Programs.
 - iv. The offshore arrangement grants Vendor the right to conduct an annual audit to evaluate the offshore entities practices and procedures, including but not limited to PHI privacy and security controls.
 - v. Vendor will use the offshore arrangement audit results to

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evaluate the continuation of the offshore arrangements and will share the results with AAA 1- B and/or CMS upon request.

B. Confidentiality. Vendor shall:

1. Not disseminate or release to any third-party any information regarding any provision of this Agreement, or any financial or patient information regarding any other party that was obtained in the course of the negotiations of this Agreement or in the course of the performance of this Agreement, except as may be required by law or in the course of third-party audits required by law or performed by Business Associates of Vendor, without the advance written permission of the other party. Notwithstanding the foregoing, a party receiving a Freedom of Information Act request, subpoena or Court order for information that is not exempt from disclosure by law, shall not be prevented from responding to the request within the legally required time frame unless the other party has obtained a Court Order preventing the release of the information.
2. Vendor must have procedures to protect the confidentiality of information about participants or persons seeking services collected in the conduct of its responsibilities. The procedures must ensure that no information about a participant or person seeking services, or obtained from a participant or person seeking services by a service provider, is disclosed in a form that identifies the person without the informed consent of that person or of his or her legal representative. However, disclosure may be allowed by court order, or for program monitoring by authorized federal, state, or local agencies (which are also bound to protect the confidentiality of the client information) so long as access is in conformity with the Privacy Act of 1974, the Health Insurance Portability and Accountability Act of 1996, and the Health Information Technology for Economic and clinical Health Act of 2009. Vendor must maintain all client information in controlled access files. This requirement applies to all protected information whether written, electronic, or oral.
3. Protect Participant confidentiality by following the Health Insurance Portability and Accountability Act (HIPAA) Standards for the Privacy and Security of Individually Identifiable Information and the Health Information Technology for Economic and clinical Health Act of 2009.
4. Comply with all legal limitations that exist on both the Vendor and AAA1-B LTSS staff regarding the disclosure of information about a Participant, including, but not limited to, treating all communication received from the Participant as confidential, whether oral or written, all records derived from those communications, and other information received under this Agreement or in providing the Services that may reasonably be deemed confidential in nature (collectively, "Confidential Information").

5. Recognize that the permitted disclosure of Confidential Information to others does not, by itself, abrogate a Participant's expectation of privacy and security as protected by law. Vendor shall inform those

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whom disclosure is made, including but not limited to the Vendor's employees, contractors, and agents that they have a duty to maintain the Confidential Information. AGEWAYS and Vendor shall be permitted, however, to share Confidential Information for the purpose of better serving the Participant based on the general release of Confidential Information or authorization obtained from the Participant in writing by AGEWAYS at the time of the initial assessment.

6. Accept and share any information that may be necessary to better serve the Participant that may be viewed as confidential, upon receipt of a copy of the general release of information or authorization signed by the Participant and avoid requiring the Participant to sign any additional release or authorization.

7. Agree that Vendor's obligations with respect to Confidential Information shall survive the expiration, cancellation or termination of this Agreement. Notwithstanding any other provision in this Agreement, Vendor is not prohibited from using or disclosing information which: (i) is already available to the general public as of the date of this Agreement; or (ii) becomes publicly available through no fault of Vendor or their agents.

vi. VI. VENDOR PERSONNEL

A. General

1. The Vendor shall provide, upon signing this Agreement, the organization structure of its business including established line of authority, with a contact person with whom AGEWAYS can discuss work orders and service delivery schedules or problems.

2. The Vendor shall retain full responsibility for ensuring that all Vendor workforce members ("Personnel") meet the training standards required in Exhibits C, D, and E, as applicable, as required by the contracts specified on Attachment 1, as amended from time to time; AGEWAYS's Manage Care Organization Policies; relevant accrediting bodies guidelines; and all federal, state, and local laws, guidelines, rules, and regulations. Vendor shall provide AGEWAYS with documentation demonstrating that such training requirements have been satisfied. The cost of training shall not be directly billed to AGEWAYS.

3. The Vendor shall have sufficient written procedures to thoroughly check references of all employees.

4. The Vendor will require all Personnel entering Participants' homes to wear photo ID badges identifying the Personnel member's name and the Vendor's name.

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5. The Vendor shall have on file at all times, personnel records that include:

- i. I-9 and E-Verify documentation;
- ii. Staff development records;
- iii. Copy of driver license or photo ID;
- iv. Two (2) References;
- v. Certification and licenses, where applicable;
- vi. Tax exempt status, if applicable;
- vii. Signed equal opportunity statement;
- viii. Required insurance coverages;
- ix. Signed conflict of Interest policy;
- x. Police records and criminal background checks for all employees, including management and owners;
- xi. Verification of the validity of all required licenses and certifications for all staff through the Michigan Department of Licensing and Regulatory Affairs (LARA); and
- xii. Health Insurance Portability and Accountability Act (HIPAA) Privacy, Security and Breach Notification Policies and Procedures.

VII. VENDOR CORPORATE COMPLIANCE

A. Vendor agrees to:

1. Report all suspected fraud, waste or abuse to AGEWAYS (suspected fraud must be reported within 24-hours; suspected waste and/or abuse must be reported within thirty (30) days), in the form required by AGEWAYS Chief Compliance and Quality Officer;
2. Implement training procedures regarding fraud, waste and abuse for the Vendor's workforce, at all levels. Provider shall ensure that employees complete Fraud, Waste, and Abuse Training within 90 days of hire and annually thereafter. Vendor will protect employees against retaliation for reporting compliance and fraud, waste and abuse concerns.
3. Conduct routine internal monitoring to detect and guard against fraud, waste and abuse;
4. Promptly respond to potential program integrity / corporate compliance program violations and implement corrective action plans;
5. After identifying any overpayments received (i) report them to AGEWAYS Chief Compliance and Quality Officer within ten (10) calendar days, and (ii) return them to AGEWAYS within sixty (60) calendar days. All returned overpayments must be accompanied by a written explanation describing why/how the overpayment occurred.

6. In the event MDHHS-Office of Inspector General (“OIG”) sanctions AGEWAYS for an error that Vendor made, AGEWAYS will, at minimum, apply the same sanction to Vendor, and may pursue

additional measures/remedies independent of the State. Vendor shall indemnify, defend and hold harmless AGEWAYS for any such errors.

7. Cooperate with AGEWAYS’s corporate compliance program, including but not limited to, promptly providing requested information for completion of compliance audits, reviews, compliance investigations and remediation. AGEWAYS will require all direct and subcontracted workforce to attend specialty training as required by AGEWAYS and shall participate in all mandatory training, as required by AGEWAYS Managed Care Organization policies, AGEWAYS DSP Manual, relevant payor contracts listed in Attachment 1, relevant accrediting bodies, and all federal, state, and local laws, guidelines, rules, and regulations, all as amended from time-to-time. Vendor shall provide to its direct and subcontracted workforce corporate compliance training at the time of hire/contract, on an annual basis thereafter, and as necessary.

VIII. DISCLOSURE OF OWNERSHIP AND CONTROL

- A. Pursuant to Section 1932 (d)(1) of the Social Security Act, Vendor shall not knowingly have a director, officer, partner, or person with beneficial ownership of more than five (5) percent of the entity’s equity who is currently disbarred, sanctioned, or suspended by any state or federal agency. Vendor is also prohibited from having an employment, consulting, or other agreement with a currently disbarred, sanctioned, or suspended person for the provision of items or services that are significant and material to the contractual obligations with AGEWAYS / State of Michigan. By executing this Agreement, Vendor represents and warrants to AGEWAYS that the Vendor is in full compliance with this subsection
- B. Vendor shall immediately notify AGEWAYS through its Compliance and Quality Department of any direct or contracted workforce member, director, officer, or manager; individual with a beneficial ownership of five (5) percent or more, a subcontractor performing services under this Agreement, or an individual with an employment arrangement with Vendor to directly provide services under this Agreement that has been convicted of a criminal offense described under Sections 1128(a) and 1128(b)(1), (2), or (3) of the Social Security Act or who has had civil money penalties or assessments imposed under Section 1128A of the Act or who has been excluded from participation in any Federal health care program under section 1128 or 1128A of the Social Security Act.
- C. At the time of contracting, re-contracting, when there is a change in ownership, or upon request of AGEWAYS, Vendor shall submit full disclosures identified in 42 C.F.R. Part 455 Subpart B. Disclosures

statements shall be made in the method identified by AGEWAYS and must include:

- 1.Name and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity. The

- address for corporate entities must include primary business address, every business location, and P.O. Box location;
2. Date of birth and Social Security number of each person with an ownership or control interest in the disclosing entity;
 3. Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has a five percent or more interest;
 4. Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity is related to another person with an ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity has a five percent or more interest is related to another person with ownership or control interest as a spouse, parent, child, or sibling;
 5. The name or any other disclosing entity in which an owner of the disclosing entity has an ownership or control interest;
 6. The name, address, date of birth, and Social Security number of any managing employee of the disclosing entity responsible for providing Services under this Agreement; and
 7. The identity of any individual who has an ownership or control interest in the provider, or is an agent or managing employee of the provider and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XX services program since the inception of those programs.

IX. DEBARMENT, SUSPENSION, EXCLUSION, OR DISQUALIFICATION

- A. Prior to hire and monthly thereafter, with respect to each of Vendor's personnel, Vendor must conduct a review of debarment status which includes the OIG List of Excluded Individuals, the System for Awards Management (SAM), and MDHHS Sanctioned Provider List.
- B. Vendor, in its hiring practices, shall ensure that its professional staff providing services meets the current credentialing standards in compliance with Payor Requirements incorporated within this Agreement and as outlined in the AGEWAYS Direct Service Purchase Operational Guidelines.
- C. Upon receipt of information, Vendor shall provide AGEWAYS with notification of debarment or any other findings of fraud which will or reasonably may subject the Vendor or any of its providers to suspension and termination.
- D. The Vendor and all applicable governing federal, state, and local authorities will be notified of debarment, suspension, proposed debarment, excluded, or otherwise disqualified findings, and AAA1-B's actions within 24 hours of notification of the status.

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- E. Persons found to have any Excluding Conviction (as defined in Section XI), a convicted felon who is either still under jurisdiction, or one whose felony relates to the kind of duty he/she would be performing, not an illegal alien), are prohibited from providing any direct service, having contact with, or accessing personally identifiable information of participants served by AGEWAYS.

X. CRIMINAL BACKGROUND SCREENING

Vendor shall perform the following screening:

- A. Vendor must conduct, or cause to be conducted, a criminal background check that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, owner, board member, and volunteer who has in-person participant contact, in-home participant contact, access to a participant's personal property, or access to confidential participant information:

1. ICHAT: <http://apps.michigan.gov/ichat>
2. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>
3. National Sex Offender Registry: <http://www.nsopw.gov>

- B. Criminal background checks for new hires and volunteers must be completed prior to the individual working directly with participants or having access to a participant's personal property or participant protected health information or personally identifiable information.

- C. Vendors are required to conduct or cause to be conducted criminal background checks for all employees and volunteers every three years.

- D. Vendor must conduct or cause to be conducted criminal background checks that must be completed no later than thirty (30) days after every third anniversary of the date of hire/volunteer.

- E. Vendor shall conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who works directly with participants.

- F. Vendor shall require each new employee, employee, subcontractor, subcontractor employee or volunteer who works directly with participants or who has access to participant information to notify the vendor in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the CR as a perpetrator, at hire or within 10 days of the event after hiring. Upon receipt of such information, Vendor shall provide notification of such information to

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XI. EXCLUDING CONVICTIONS

- A. No Vendor workforce member, including volunteers, shall be permitted to work directly with Participants and other individuals hereunder, or their personal property or confidential information if the workforce member's background check identifies an excludable conviction. Vendor is required to disclose excludable convictions ("Mandatory Exclusion Categories") that result from the criminal background check the individuals, as set forth below.
- B. For purposes of this provision, the following definitions will apply:
- C. "Excludable conviction" means:
 - 1.Mandatory Exclusions:
 - i. Federal or state felony conviction related to one or more of the following crimes:
 - a. Crimes against a "vulnerable adult" as set forth in MCL 750.145n et seq.
 - b.Violent crimes including, but not limited to, murder, manslaughter, kidnapping, arson, assault, battery, and domestic violence;
 - c. Financial crimes including, but not limited to, fraud, forgery, counterfeiting, embezzlement, and tax evasion;
 - d. Sex crimes including, but not limited to, rape, sexual abuse, criminal sexual conduct, and prostitution;
 - e. Cruelty or torture;
 - f. Abuse or neglect;
 - g.Felony involving the use of a firearm or dangerous weapon;
 - h.Resulting in death or serious impairment of body function; or
 - i. Involve the intent to cause death or serious impairment of body function.
 - ii. Any Criminal Convictions related to the delivery of an item or service under Medicare (Title XVII), Medicaid (Title XIX), or other state health care programs (e.g. Children's Special Health Care Services, Healthy Kids), (Title V, Title XX, and Title XXI).

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- iii. Any Criminal Convictions under federal or state law, directly or indirectly relating to neglect or abuse of patients in connection with a delivery of a health care item or service.
 - iv. Felony convictions occurring after August 21, 1996, relating to an offense, under federal or state law, in connection with the delivery of health care items or Services or with respect to any act or omission in a health care program operated by or financed in whole or in part by any federal, state, or local government agency, of a criminal offense consisting of a felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct.
 - v. Felony convictions occurring after August 21, 1996 under federal or state law, related to unlawful manufacture, distribution, prescription, or dispensing of a controlled substance, until the individual is removed from the MDHHS Sanctioned Provider List.
 - vi. Any individual or entity on the MDHHS Sanctioned Provider List.
 - vii. Any individual or entity that is excluded from participating in a provider capacity in Medicare, Medicaid, or any other Federal health care program.
 - viii. Conviction for violating the Medicaid False Claims Act, the Health Care False Claims Act, a substantially similar statute, or a similar statute by another state or the federal government.
2. Felony Conviction. The results of the criminal background check show that the person has a federal or state felony conviction within the preceding 10 years from the date of the background check, including but not limited to:
- i. Crimes involving state, federal, or local government assistance programs;
 - ii. Theft crimes including, but not limited to, larceny, burglary, robbery, extortion, false pretenses, false representation, retail fraud, and conversion;
 - iii. Drug crimes including, but not limited to, possession, delivery, and manufacturing; or
 - iv. Any felony that placed the Medicaid program or its beneficiaries at immediate risk, such as a malpractice suit that results in a conviction of criminal neglect or misconduct.
3. Misdemeanor Conviction. The results of the criminal background check show that the person has a federal or state misdemeanor

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conviction within the preceding 5 years from the date of the background check, including but not limited to:

- i. Crimes involving state, federal, or local government assistance programs;
 - ii. Crimes against a “vulnerable adult” as set forth in MCL 750.145n et seq;
 - iii. Financial crimes including, but not limited to, extortion, fraud, forgery, counterfeiting, embezzlement, and tax evasion;
 - iv. Theft crimes including, but not limited to, larceny, burglary, robbery, extortion, false pretenses, false representation, retail fraud, and conversion;
 - v. Sex crimes including, but not limited to, rape, sexual abuse, criminal sexual conduct, and prostitution;
 - vi. Drug crimes including, but not limited to, possession, delivery, and manufacturing;
 - vii. Cruelty or torture;
 - viii. Abuse or neglect;
 - ix. Home invasion;
 - x. Assault or battery;
 - xi. Misdemeanor involving the use of a firearm or dangerous weapon with the intent to injury, the use of a firearm or dangerous weapon that results in a personal injury, or a misdemeanor involving the use of force or violence or the threat of the use of force or violence;
4. Crimes described under 42 USC 1320a-7(a), until the individual is removed from the MDHHS Sanctioned Provider List:
- i. Program related crimes;
 - ii. Crimes relating to patient neglect or abuse in connection with the delivery of a health care item or service;
 - iii. Felony conviction relating to health care fraud; or
 - iv. Felony conviction relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled

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substance.

5. Federal or state misdemeanor conviction within the preceding five years of their provider enrollment application, including but not limited to, any criminal offense related to:

- i. Any misdemeanor crime listed as a permissive exclusion in 42 USC 1320a-7(b);
- ii. Rape, abuse or neglect, assault, or other similar crimes against persons;
- iii. Extortion, embezzlement, income tax evasion, insurance fraud, or other similar financial crimes; or
- iv. Any misdemeanor that placed the Medicaid program or its beneficiaries at immediate risk, such as a malpractice suit that results in a conviction of criminal neglect or misconduct.

D. If any individual has an Excludable Conviction, that individual will be prohibited from participating as a service provider for Medicaid and all other programs facilitated by AAA1-B whatsoever and shall not participate in any manner in the Services performed hereunder.

E. A Criminal Conviction means any one or more of the following:

- 1.A judgment of conviction has been entered against the individual or entity by a federal, state, tribal, or local court, regardless of whether there is an appeal pending or whether the judgment of conviction or other record relating to criminal conduct has been expunged.
- 2.A finding of guilt against the individual or entity by a federal, state, tribal or local court.
- 3.A plea of guilty or nolo contendere by the individual or entity has been accepted by a federal, state, tribal or local court.
- 4.An individual or entity that has entered into participation in a first offender, deferred adjunction, or other arrangement or program where judgment of conviction has been withheld.

F. In the event that Vendor, including its employees, is indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any Excludable Conviction, Vendor shall promptly notify AGEWAYS, and AGEWAYS shall have the right to immediately terminate this Agreement.

XII. DOCUMENTATION

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Vendor agrees to:

- A. Establish an accessible record keeping system in a method acceptable to AGEWAYS in order to verify information reported and make information available for review by authorized representatives of MDHHS, HASA, CMS and/or AGEWAYS or any governing regulatory authority upon their or AGEWAYS's request. The minimum documentation requirements that shall suffice for purposes of this Section will be determined from time to time by AAA1-B and communicated in writing to Vendor.
- B. Maintain employee records, workforce training records, and program records, including all records relating to Services performed hereunder, for a period of ten (10) years, (including in the event of termination) or such other time as is required by applicable law, regulation, third-party pay, or Agreement with AGEWAYS, whichever is greater.
- C. Establish and maintain complete, regular, and accurate books, records, documents, and other evidence in accordance with generally accepted accounting principles and procedures which sufficiently and properly reflect all direct and in-kind costs of any nature expended in the performance of this Agreement. Sufficient documentation shall be issued to clearly establish a receipt, custody, and disbursement of funds. All persons responsible for handling funds must be fully bonded by sufficient coverage to offset maximum anticipated amounts under their control.
- D. Maintain documentation to support Services rendered on behalf of AGEWAYS and billed to AGEWAYS. This documentation will be subject to audit by AAA 1- B and all other governing local, state, and federal authorities such as HASA, MDHHS, and CMS. Adequate documentation includes, but is not limited to:
 - 1. LTSS purchase orders for services such as environmental accessibility adaptations
 - 2. LTSS Participant assessments related to Services
- E. Upon reasonable notice, grant to AGEWAYS access, during normal business hours, to any of its premises in order for AGEWAYS to inspect Vendor's books of account and records and verify Vendor's compliance with its obligations under this Agreement. Costs for the inspections, verifications, and audits mentioned above will be borne by AGEWAYS; provided, however that Vendor will reimburse AGEWAYS for the full amount of the inspection costs if any inspection reveals any material breach by Vendor of this Agreement.
- F. Maintain a detailed account of the types of tasks provided to each Participant (i.e. a description of tasks completed by the date of service,

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staff notes describing the tasks completed for each time period (in-home service logs)). Staff time sheets alone do not meet the criteria in this section. The documents in this section must include:

1. Progress and supervisory notes

2. Time sheets to be completed upon each visit to the Participants that includes:

- i. Range of time the service is provided (e.g., 10:00 AM–2:00PM);
- ii. Date of service provision;
- iii. Identification of staff providing each service/task, i.e., signature or initials;
- iv. Participant signature; and
- v. Absence of a staff time sheet for any date of service for which the Vendor has made a claim will result in a finding that the service was not rendered; the claim will not be paid or will be recovered by AGEWAYS.
- vi. Service worker/staff records that includes:
 - . A written account of Services furnished as they occur and are written or completed by the staff who provides the services;
 - i. Identifies the staff that provided the service;
- vii. Service worker/staff records are not the same as staff time sheets, and therefore staff time sheets cannot be used as worker service records; and
- viii. Absence of a staff service record for any date of service for which the Vendor has made a claim will result in a finding that the service was not rendered; as such, the claim will not be paid or will be recovered by AGEWAYS.

G. Agrees to allow AGEWAYS LTSS access to reports and records noted in this Agreement for the purpose of assessment.

H. An incident report must be submitted for each incident to the Participant's Supports Coordinator within 24 hours of the incident or, if the incident occurs on a weekend, the first business day after a weekend. The Vendor must report Critical Incidents (defined below) to AGEWAYS, MDHHS, and other required authorities according to state policies and processes and as approved in the MI Choice HCBS waiver application. "Critical Incidents" are defined as allegations of the following:

1. Exploitation: An action by an employee, volunteer, or agent of the Vendor that involves the misappropriation or misuse of a Participant's property or funds for the benefit of an individual or

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individuals other than the Participant.

2. Illegal activity in the home with the potential to cause a serious or major negative event, including any illegal activity in the home that puts the Participant or the Vendor providers coming into the home at risk.
3. Neglect: Acts of commission or omission by an employee, volunteer, or agent of Vendor that result from noncompliance with a standard of care or treatment required by law or rules, policies, guidelines, written directives, procedures, or Individual Integrated Care and Supports Plans that cause or contribute to non-serious physical harm or emotional harm, death, or sexual abuse of, serious physical harm to a Participant, or the intentional, knowing or reckless acts of omission or deprivation of essential needs (including medication management).
4. Physical abuse: The use of unreasonable force (as determined in the sole discretion of AGEWAYS) on a Participant with or without apparent harm; includes unreasonable confinement (physical or chemical restraints, seclusion, and restrictive interventions).
5. Vendor no shows: Instances when a Vendor provider is scheduled to be at a Participant's home but does not come and back-up service plan is either not put into effect or fails to get an individual to the Participant's home in a timely manner. This becomes a critical incident when the Participant is bed bound or in critical need and is dependent on others.
6. Sexual abuse: Criminal sexual conduct as defined by sections 520b to 520e of 1931 PA 318, MCL 750.520b to MCL 750.520e involving an employee, volunteer, or agent of a Vendor and a Participant, including:
 - i. Any Sexual Contact (defined below) or Sexual Penetration (defined below) involving an employee, volunteer, or agent of a department operated hospital or center, a facility licensed by the department under MCL 750.137 of the act or an adult foster care facility and a Participant.
 - ii. Any sexual contact or sexual penetration involving an employee, volunteer, or agent of Vendor and a Participant for whom the employee, volunteer, or agent provides Services. "Sexual contact" means the intentional touching of the Participant's or employee's intimate parts or the touching of the clothing covering the immediate area of the Participant's or employee's intimate parts, if that intentional touching can reasonably be construed as being for the purpose of sexual arousal or gratification, done for a sexual purpose, or in a sexual manner for any of the following:

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- a. Revenge.
- b. To inflict humiliation.
- c. Out of anger.
- iii. "Sexual penetration" means sexual intercourse, cunnilingus, fellatio, anal intercourse, or any other intrusion, however slight, of any part of a person's body or of any object into the genital or anal openings of another person's body, but emission of semen is not required.
- iv. Theft: A person intentionally and fraudulently takes personal property of another without permission or consent and with the intent to convert it to the taker's use (including potential sale).
- v. Verbal abuse: Intimidation or cruel punishment that causes or is likely to cause mental anguish or emotional harm.
- vi. Worker consuming drugs or alcohol on the job: Use of any drugs or alcohol that would affect the abilities of the worker to do his or her job.
- vii. Suspicious or Unexpected Death: That which does not occur as a natural outcome to a chronic condition (e.g., terminal illness) or old age. These incidents are often also reported to law enforcement.
- viii. Medication errors: Wrong medication, wrong dosage, double dosage, or missed dosage which resulted in death or loss of limb or function or the risk thereof.
- ix. A determination that a matter constitutes a Critical Incident as described above will be made in the sole discretion of AAA 1B.

XIII. SUBCONTRACTING AND DELEGATION

- A. The Vendor may not subcontract or delegate Services hereunder without first receiving express written approval of both the subcontracting arrangement and the subcontract agreement from AGEWAYS, and only in strict accordance with the terms of this Agreement. If AGEWAYS consents to any subcontract or delegation, the Vendor shall ensure that for any such subcontracted service or activity:
 - 1. A written subcontract is executed between the Vendor and its subcontractor/delegate, and is approved by AGEWAYS, prior to the initiation of subcontracted activities;
 - 2. Any subcontract funded in part or whole by this Agreement must (i)

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require the subcontractor to comply with the terms and conditions herein; and (ii) clearly state that neither MDHHS nor AGEWAYS is a party to the subcontract, and therefore not a party to any employer-employee relationship with any of the Vendor's subcontractors;

3. Vendor shall maintain records to demonstrate compliance by the subcontractor with the terms of this Agreement;

4. Copies of each subcontract and/or delegation agreement shall be available for review by authorized AGEWAYS or MDHHS representatives. Upon request of AGEWAYS or MDHHS, Vendor shall forward copies of requested subcontracts or delegation agreements for review; and

5. The Vendor shall at all times remain responsible for full compliance with the terms of this Agreement, including but not limited to payment to the subcontractor, and shall ensure that each of its subcontractors also complies with the terms of this Agreement.

B. AGEWAYS will withhold funding for any payment to Vendor for subcontracted/delegated work that has not been pre-approved and/or is not covered by appropriate, properly executed contracts. All such payments are subject to all terms and conditions of this Agreement.

XIV. GRIEVANCES, CORRECTIVE ACTION, SUSPENSION, AND TERMINATION

A. AAA1-B may suspend Vendor if Vendor has failed to comply with the terms of this Agreement as determined at the sole discretion of AAA1-B and includes by way of example and without limitation: non-compliance with annual provider monitoring requirements and violations pertaining to fraud, waste, and abuse, gross negligence, placing program participants at risk, cessation of program operations without notice, failure to maintain insurance coverage.

B. AAA1-B may suspend the Vendor, in whole or in part upon written notice to the Vendor of the action being taken. The Notice of Suspension shall include: the reasons for the Suspension, corrective action required of the Vendor Agency and identify an effective date and must note the right of the Vendor Agency to appeal such decision.

C. AGEWAYS determines the length of the suspension.

D. If, during the suspension time frame, the Vendor does not comply with the corrective actions, termination procedures may be initiated.

E. Suspension shall remain in effect until the Vendor has taken corrective action satisfactory to AGEWAYS, or Vendor has given evidence satisfactory to AGEWAYS that such corrective action will be taken; or

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until AGEWAYS terminates the Agreement. Suspended Vendor services that continue for a time period of more than ninety (90) days may be terminated by AGEWAYS.

- F. With any action other than Termination, AGEWAYS has the option of imposing additional guidelines and requirements upon the Vendor which may not have been agreed upon in the original Agreement, but which AGEWAYS deems necessary in order to prevent a recurrence of the problem which led the Vendor into this situation.
- G. During the suspension period, Vendors may not accept any new service referral from AGEWAYS unless AGEWAYS expressly authorizes them in the notice of suspension or an amendment to it. Acceptance of referral may result in the recoupment of payment.
- H. AGEWAYS may reinstate the suspended Agreement if it determines conditions warrant such action. Such reinstatement may require the issuance of anew Exhibit A.
- I. AGEWAYS is not responsible for reimbursement during suspension and will not reimburse for claims submitted even if there is an active authorization.
- J. Either party may, during the Suspension period, request a meeting to discuss the facts in the case. Meeting shall occur within 2 weeks of meeting request or at least 2 weeks prior to the submission of a Corrective Action Plan that is associated with the suspension.

XV. VENDOR GRIEVANCE

- A. AGEWAYS Vendors may submit a formal grievance by e-mail to: NetworkManagement@aaa1b.org or directly to the Vendor Network Manager.
- B. Examples of a formal complaint/grievance include, but are not limited to the following:
 - 1. Consistent lack or poor response/communication;
 - 2. An issue with AGEWAYS staff conduct;
 - 3. Complaints regarding AGEWAYS participants not being addressed in a timely matter; or
 - 4. Grievance may be filed within two weeks of notification of an AAA 1B action

XVI. RESPONSIBILITIES – AGEWAYS

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A. AGEWAYS, in accordance with the general purposes and objectives of this Agreement and to the extent relevant to the Services hereunder, will use its reasonable efforts to:

1. Provide comprehensive care management Services to individuals who are medically eligible for institutional facility level of care, and determined eligible for care management intervention.
2. With regard to the issuance of federal funds to the Vendor, comply with 2 CFR 200.331(a)-(b), 2 CFR 200.331(d), 2 CFR 200.501(h), and with respect to audit of Vendor records, Subpart F of 2 CFR 200.
3. Comply with the provisions 42 CFR 434 and 42 CFR 438 as required by CMS and MDHHS, to the extent applicable.
4. Prescreen all Participants referred for care management intervention.
5. Complete Participant assessment, using the state mandated assessment tool (MI- CHOICE MDS/HC) provided by the MDHHS, HASA, or other applicable Payor.
6. Promptly inform the Vendor upon any determination by AGEWAYS that the Vendor's performance of any delegated function has been deemed to be inadequate, unsatisfactory or otherwise in breach of this Agreement. If AGEWAYS identifies deficiencies or areas for improvement following an evaluation of the Vendor's performance, including the performance of delegated Managed Care functions, service delivery or documentation, the Vendor must take corrective action. In any such case, the Vendor shall take corrective action as required by AGEWAYS. Should Vendor's performance remain inadequate, AGEWAYS may revoke any delegation of responsibilities to the Vendor and/or may impose other sanctions and take progressive corrective action of a type and nature it deems appropriate, up to and including termination of this Agreement.
7. AGEWAYS shall oversee, and review Vendor's performance of the Credentialing Activities as may be required for provision of the Services through the review of employee file, any internal audits, and annual evaluations, as applicable. The parties understand and agree that, on a periodic basis in AGEWAYS's sole discretion AAA 1B will conduct a comprehensive review, including but not limited to, review and random sampling of Vendor's provider credentialing and recredentialing files. AGEWAYS has the right to review all information maintained by Vendor regarding Credentialing Activities, including credentialing files, in order to evaluate Vendor's compliance.
8. Approve, suspend, or terminate any Provider credentialed or re-credentialed by Vendor. Vendor's credentialing process shall be

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subject at all times to review and approval by AGEWAYS. AGEWAYS retains the right, at its option, to approve new sites and providers, to re-credential providers originally credentialed by Vendor and to terminate or suspend providers from providing services to individuals served.

9. Provide service negotiation, including the arrangement of all health and human services as outlined in the PCSP and that maximize all reimbursement sources available.
10. Provide PCSP monitoring to track Participant progress through direct observational visits, and Participant reassessment and appropriate Care Plan modification.
11. Provide technical assistance to the Vendor, as requested and to the extent available as determined by AGEWAYS in its sole discretion.
12. Use prescreening and assessment tools developed and as required by MDHHS or HASA.
13. Offer the Vendor information regarding the service utilization patterns of Participants.
14. Monitor the performance and service quality of the Vendor through review of performance measures through programmatic and fiscal reviews and consumer evaluations for selected Services.
15. Review, based on information provided by Vendor which shall be accurate, the OIG/General, Services Administration (GGA) list of excluded individuals, the Medicare Exclusion Database (MED), and the System for Awards Management (SAM) on a monthly basis, before contracting with the Vendor, and at the time of credentialing and re-credentialing. Such review shall not change Vendor's responsibility to conduct its own reviews of such databases.
16. If a Vendor is terminated or suspended from the MDHHS Medicaid Program, Medicare, or another state's Medicaid program or is the subject of a State or federal licensing action, AAA1-B shall terminate, suspend, or decline the Vendor from its Provider Network as appropriate. In addition, AAA1-B is required to, and will, deny payment to the Vendor for Services provided.
17. Notify HASA and MDHHS if it terminates, suspends, or expels the Vendor from its Provider Network because of fraud, integrity, or quality.
18. Notify the Vendor of pertinent changes in applicable regulations within thirty (30) days of receiving knowledge of such changes.

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19. Directly credential Vendor in accordance with the National Committee for Quality Assurance (NCQA) credentialing standards as well as applicable State and federal requirements.
20. Re-credential the Vendor at least every three (3) years (thirty-six (36) months). Some qualifying events may warrant an earlier re-credentialing period, at the discretion of AAA1-B. During re-credentialing, AAA1-B will review policies and procedures, training records, licenses, and any other credentialing components as designated by AAA1-B. The re-credentialing process shall take into consideration various forms of data including, but not limited to, grievances, results of quality reviews, and Participant satisfaction surveys.
21. Reserve the right to assess the Vendor at any given time while it is under the Agreement.
22. As applicable, acquire all necessary approvals required by the Commission on Services to the Aging in order for this Agreement to become effective.
23. Ensure all Participants meet all applicable eligibility requirements. The service area, for purposes of this Agreement, will have the meaning set forth on the applicable Exhibit A(the "Service Area").

XVII. ARTICLE VI ACCESS TO RECORDS:

AAA1-B, HASA, CMS, MDHHS, and their authorized representatives, shall have the right of access to any book, document, paper, or other records of the Vendor which are pertinent to this Agreement and Services provided hereunder, in order to make audits, examinations, excerpts, and transcripts, so long as such is in conformity with the Privacy Act of 1974, 5 U.S.C. 552A and the implementing Regulations found at 45 CFR Part 5b. Further, Vendor will comply with all applicable programmatic and fiscal reporting procedures required for NAPIS or otherwise established by AGEWAYS.

XVIII. TERM AND TERMINATION:

- A. Term. The initial term of this Agreement shall commence on 01/01/2024 and ending on 09/30/2026 (the "Initial Term"), unless it is sooner amended to revise the term, terminated in accordance with its terms or replaced by execution of a new agreement between the parties. Notwithstanding the foregoing, the Initial Term of this Agreement may be extended by mutual agreement of the parties for a period of no more than two (2) year (the "Renewal Term"). Such notice shall be sent by AGEWAYS Vendor Network Management not less than thirty (30) calendar days prior to the expiration of the initial term.
- B. Termination. This Agreement may be terminated without cause upon

forty-five (45) days prior written notice to the other party.

- C. Either party may terminate this Agreement if the other party materially breaches this Agreement, and such breach is not cured within sixty (60) days after the breaching party receives from the non-breaching party written notice specifying the claimed material breach and including sufficient factual detail to permit the breaching party to clearly identify and investigate the claimed breach.
- D. Anything in this Agreement to the contrary notwithstanding, AGEWAYS may revoke any delegated function outlined in Exhibit B (such as Credentialing Activities) and/or terminate this Agreement effective immediately upon written notice to the Vendor in the event of any of the following:
 - 1.a serious violation of this Agreement by the Vendor including but not limited to any violation that places the life or safety of any individual served in jeopardy or failure to properly perform any delegated function;
 - 2.the Vendor fails to maintain all licenses, certifications, permits, accreditations, certificates of authority or registrations required by law;
 - 3.the Vendor is excluded, suspended or terminated from any federal program or any state or federal health care program;
 - 4.the Vendor is convicted of or pleads no contest to a felony of any kind or a misdemeanor related directly or indirectly to the provision of health care services;
 - 5.the Vendor is required to terminate this Contract pursuant to the directive of an applicable regulatory agency;
 - 6.the Vendor files a certificate of dissolution;
 - 7.any insurance required by this Agreement to be maintained by the Vendor is terminated or reduced below the minimum levels required by this Agreement without immediate replacement by insurance of the type and levels required by this Agreement;
 - 8.the Vendor applies for or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its assets, or files a petition or an answer seeking reorganization or to otherwise take advantage of any insolvency law;
 - 9.the Vendor files a voluntary petition in bankruptcy, admits in writing its inability to pay its debts as they become due, or makes a general assignment for the benefit of creditors;
 - 10. the Vendor is adjudicated bankrupt or insolvent by a court of competent jurisdiction or is the subject of such a court's order, judgment or decree approving a petition seeking its reorganization; or
 - 11. the Vendor has a receiver or trustee appointed by a court of competent jurisdiction to manage its assets, and such receiver or trustee has not been discharged within forty- five (45) days after appointment;
- E. Provided, however, that the Vendor shall be required to continue to furnish Services to individuals served to the minimum extent required

by law or by order of any court of competent jurisdiction.

- F. Upon the expiration or termination of this Agreement for any reason, the Vendor shall cooperate with AGEWAYS in the orderly transfer of individuals to other providers so that individuals served will have timely access to medically necessary services and appropriate continuity of care.
- G. No expiration or termination of this Agreement shall affect the obligations of either party under this Agreement accruing prior to such expiration or termination if such obligations remain unsatisfied at the date of expiration or termination. If either party breaches this Agreement, the other party's termination of the Agreement for that reason shall not limit such other party's rights to obtain damages or enforcement of those obligations which continue after termination.
- H. Immediately upon expiration or termination of this Agreement (and/or to the extent of the partial expiration or termination of this Agreement – i.e., termination or expiration of any service site or any type of service provided under this Agreement while the remainder of the Agreement remains intact), the Vendor shall:
 - 1. Cooperate and supply AGEWAYS with any and all information necessary for the reimbursement of outstanding Medicaid or private third party insurer claims arising out of services provided under this Agreement and billed to Medicaid or a private insurer;
 - 2. Complete and submit to AGEWAYS all outstanding documentation, which shall require, among other things: (i) ensuring that all documentation is properly signed, as required; (ii) completing all required Harmony EMR entries; and (iii) submitting all reports required by this Agreement and/or applicable law for the final monthly/quarterly/annual reporting period (e.g., financial, compliance, etc.);
 - 3. Surrender to AGEWAYS copies of any records of relevant individuals served, any medications prescribed to and owned by such individuals, all personal property including personal funds (unless the Vendor is payee of the individual served) belonging to such individuals, and all AGEWAYS funds held by the Vendor that are not obligated in the performance of this Agreement; and
 - 4. Ensure the orderly wrap-up of all other administrative aspects of the Vendor's relationship with AGEWAYS, which shall require, among other things, ensuring that Harmony EMR access is terminated for the Vendor and all Vendor staff.
 - 5. Vendor agrees to submit its final bill to AAA1-B LTSS for Services rendered under this Agreement within 30 days following termination of the Agreement. Once the Agreement is terminated or

completed, equipment and supplies purchased with federal funds must be disposed of in conformance to applicable provisions of the Code of Federal Regulations (CFR).

XIX. AMENDMENT

- A. AGEWAYS may amend the Managed Care Organization Policy Manual and initiate and implement Compliance Alerts from time to time during the term of this Agreement and shall give notice of such amendments, and Compliance Alerts in writing or by positing same on AGEWAYS website. All such amendments, and Compliance Alerts shall constitute a part of this Agreement and shall be deemed to be incorporated herein.
- B. This Agreement shall be amended to comply with State and Federal statutes and regulations including the Michigan Medicaid Provider Manual. Any such amendment of the Agreement must be approved in writing by only AGEWAYS. Schedules, exhibits and attachments to this Agreement relevant to State and Federal statutes and regulations can be amended in writing by AGEWAYS without necessity of Vendor's approval or signature.

XX. GENERAL PROVISIONS

- A. Prior Agreements. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all previous or contemporaneous oral or written communications, representations, understandings, agreements, negotiations and discussions with respect to the subject matter hereof. The parties acknowledge and agree that there are no conditions precedent to the effectiveness of this Agreement and that there are no written or oral agreements, promises, understandings or representations directly or indirectly related to this Agreement or the subject matter hereof that are not set forth herein. Upon the execution on this Agreement, all prior agreements related to the providing of the same or similar services are hereby terminated and extinguished.
- B. Non-Interference. The Vendor may freely communicate with individuals served, including advocating on behalf of an individual in any grievance or utilization management procedure, or discussing treatment options with an individual that may not reflect AAA 1- B's position or be paid for by AGEWAYS. Furthermore, the Vendor may at any time advise or advocate on behalf of an individual served for their health status, medical care, or treatment options including medication treatment options; for any information the individual needs to decide among treatment options; for the risks, benefits, and consequences of treatment versus non-treatment; or for the individual's right to participate in decisions regarding his or her health care, including the right to refuse treatment or express preferences about treatment.
- C. Merger Clause. All schedules, exhibits and attachments referred to

herein are incorporated by reference as though fully set forth herein. All references in the schedules, appendices and attachments to "the Agreement" shall be deemed to refer to this Agreement. This Agreement, including the schedules, appendices and other attachments hereto, and the statutes, regulations, policies, procedures and manuals referenced herein constitutes the entire agreement between the parties and supersedes any and all prior agreements and understandings, oral and written, relating to the subject matter hereof.

D. Amendments. This Agreement may be amended only by a written document signed by duly authorized representatives of both parties. Notwithstanding the foregoing, AGEWAYS retains the right in all cases to unilaterally amend this Agreement in the following circumstances:

1. To the extent such right is expressly reserved in any provision of this Contract, including but not limited to Sections IV (with respect to Fee for Service Rates), Section XVIII (with respect to the term), and II, VII, and XIX. (generally);
2. To the extent necessary, as determined in the sole and absolute discretion of AAA 1- B:
 - i. In order for AGEWAYS to discharge any of its obligations pursuant to applicable law and/or any of the contracts attached as part of Attachment 1; and/or
 - ii. In order for AGEWAYS to adjust to changes in funding sources or amounts; and/or
3. In any way with respect to program descriptions and/or requirements.
4. To the extent reasonably practicable, AGEWAYS will provide the Vendor with at least thirty (30) days' advance written notice of any unilateral amendment; however, in the event that AGEWAYS fails to provide such thirty days' advance notice, the amendment will not be ineffective, and the Vendor will not be relieved of the amendment's binding effect.

E. Non-Exclusivity. It is expressly understood and agreed that this Agreement is not intended to be exclusive. Either party may enter into agreements with other persons or entities for the provision of services that are the same or similar to those provided under this Agreement.

F. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan, without regard to conflicts of law principles. Each provision of this Agreement shall be interpreted in a way that is valid under applicable law. Any lawsuit arising directly or indirectly out of the Agreement will be litigated in the Circuit Court for Oakland County, Michigan or, if original jurisdiction can be established, in the United States District Court for the Eastern District of Michigan.

G. Notices. Any notice or communication that is required or permitted hereunder shall be in writing and sent to the parties at the addresses set forth below, as shall be deemed given only if delivered personally or by registered or certified mail, return receipt requested and postage prepaid, or by a nationally recognized overnight delivery service (receipt requested). Such notice, request, demand, waiver, consent, approval, or other communication shall be deemed to have been given as of the date do delivered or on the second business day after deposit in the United States mail, or on the first business day after the acceptance by an overnight delivery service.

If to AGEWAYS:

<u>AgeWays</u> 29100 Northwestern Hwy. Ste 400 Southfield, MI 48034 Attn: Director of Network Manager & Provider Relations Fax: (248) 948-9691
With a copy to: <u>Ageways</u> 29100 Northwestern Hwy. Ste 400 Southfield, MI 48034 Attn: Chief Clinical Officer Fax (248) 948-9691

If to Vendor:
Clerk, Waterford Township

With Copy to:
Parks & Recreation Director

H. Waiver. The parties may not waive any provision or breach of this Agreement, except under the terms of a writing executed by the party to which the waiver is sought to be enforced. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver by either party of a breach of any provision hereof shall operate as a waiver of the provision itself, nor of any other provision of this Agreement, unless each such waiver is made in writing.

- I. Severability. If any provision of this Agreement is held to be invalid, prohibited or unenforceable in any jurisdiction, then as to such jurisdiction and provided the essential terms of this Agreement for each party remain valid, binding and enforceable, this Agreement shall be ineffective only to the extent of such invalid, prohibited or unenforceable provision without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.
- J. Jurisdiction. The parties stipulate and agree that (a) any and all claims, disputes, controversies, suits or actions arising out of or relating to the provisions of this Agreement or the subject matter hereof shall be adjudicated exclusively in the Circuit or District Courts of Oakland County, Michigan, or the United States District Court for the Eastern District of Michigan sitting in Detroit, which courts shall have the exclusive jurisdiction and venue for any and all said claims, disputes, controversies, suits or actions, and (b) such courts are a convenient forum and the parties will not seek to transfer the action to any other court. The parties waive, to the fullest extent permitted by law, any objection that it may now or later have to the laying of venue in the preceding courts.
- K. Relationship of the Parties (Independent Contractor). The relationship between AGEWAYS and the Vendor is solely that of independent contractors and nothing in this Agreement or otherwise shall be construed or deemed to create any other relationship, including one of employment, agency, partnership or joint venture.
- L. Assignment and Delegation. The Vendor cannot assign or delegate this Agreement or any right or obligation hereunder without the prior written consent of AGEWAYS. Any attempted assignment or delegation without first obtaining such consent shall be deemed void and of no effect. Any such consent given in one instance shall not relieve the Vendor of its obligation to obtain prior written consent of AGEWAYS to any further assignments or delegations. In addition, any change of at least 40% of Provider's equity ownership, a sale of substantially all of the assets of Provider, or a merger of Provider, shall be considered an assignment. Additionally, any change of ownership shall comply with the notice or consent requirements of Applicable Payor Program Agreements and shall be subject to completion of requirements set forth in Article VIII hereof.
- M. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- N. Representation on Authority of Parties/ Signatories. Each person

Attachment A
AREA AGENCY ON AGING 1-B
MI Choice, ACLS
Effective 10/1/2022–09/30/2024

Agency Legal Waterford Township
Mailing Address (Number/Street):
City: Waterford State: MI Zip Code: 48328
Phone: Fax:
EIN/TIN Number:
NPI:
Individual with Signatory Authority: Anthony M Bartolotta
E-mail
Contact Person to Request Services: Erin Asdell
E-mail

☒ Public
☐ Private Non-Profit
☐ Private For-Profit

☐ Minority
☐ Woman
☐ Person with a Disability
☐ Veteran

[illegible]

Capacity (Units per Week):

S5100-5002	296

Geographic Boundaries of Service Area (the "Service Area" County Specific):

- ☐ Livingston
- ☐ Macomb
- ☐ Monroe
- ☒ Oakland
- ☐ St Clair
- ☐ Washtenaw

By signing this Bid Agreement, Vendor understands and agrees to provide the identified services in accordance with the applicable portions of Michigan Department of Health and Human Services (MDHHS) MI Choice Waiver requirements; MDHHS MI Health Link Program and Integrated Care Organization agreement and Operating Standards; the MDHHS Medicaid Provider Manual; MDHHS Bureau of Aging, Community Living and Supports Operating Standards; Veterans Administration; AGEWAYS Vendor Agreement; and AGEWAYS Operational Guidelines.

RATE INCREASE

The Michigan Department of Health and Human Services (MDHHS) has increased its funding for sole purpose of granting a \$2.64 an hour increase for your employee(s) (hereafter referred to as "Funding Increase"). The Michigan Department of Health and Human Services (MDHHS) agreement mandates that the Funding Increase pass through the Area Agency on Aging 1-B ("AGEWAYS") and pass through to your employee(s). By your signature below, you agree as follows:

- I. To receive the Funding Increase*
 - . To only retain 29 cents (\$0.29) per hour of the Funding Increase for FICA/employer taxes
- I. To increase each employee's wage serving AGEWAYS clients by a rate of \$2.35 per hour.
- II. To retain/document the increase in accordance with standard accounting practices.

By entering into this bid agreement, neither AGEWAYS, nor Board of Education Oakland County dba Waterford Senior Center intend to or are creating an employment relationship between AGEWAYS and the home care worker employed by Board of Education Oakland County dba Waterford Senior Center.

This Bid Agreement become effective on the date the Bid Agreement is signed by the AGEWAYS CEO, unless otherwise indicated. Unit Rate will be in effect until a new Bid Agreement is executed.

*Funding Increase is not applicable to the Veteran Directed Program.

EXHIBIT "B" DELEGATED FUNCTIONS

1. Area Agency on Aging 1-B (AGEWAYS) agrees to delegate to the Vendor, the managed care activities and responsibilities as described in this Section in compliance with the AAA 1- B's MCO Policies and Attachment 1 of this Contract.

2. AGEWAYS reserves the right to expressly reserve the ability to revoke or modify any or all functions delegated to Vendor without cause upon 14 days notice to Vendor.
3. All delegated functions are subject to their satisfactory performance by the Vendor.
4. The delegation of any function to Vendor is a non-exclusive delegation. AGEWAYS is ultimately responsible for the performance of the function and reserves the right to reassume and perform all or any part of any function itself and/or to delegate performance of the function to another entity, for performance by that entity, alone or in conjunction with the Vendor.
5. The Vendor shall provide periodic reports to AGEWAYS on the delegated function. AGEWAYS will specify the report content and reporting timetable.

CREDENTIALING

1. The Vendor shall maintain a credentialing system, which includes primary source verification, as applicable, to ensure staff providing services to Participants meet standards for professional licensing, registration, certification, and/or training requirements within the State in accordance with their fields, and that workforce member's current competence to practice/ provide services has been assessed.
2. The Vendor, in its hiring practices, shall ensure that its professional staff providing services meets the current credentialing standards in compliance with Exhibit "B" of this Contract, Attachment J of the MI Choice Home and Community Based Services Waiver Program for Medicaid Funds and AGEWAYS's AGEWAYS Direct Service Purchase Operational Guidelines, and AGEWAYS Managed Care Organization Policies, as applicable.
3. The Vendor's credentialing system must meet NCQA accreditation standards.
4. AGEWAYS reserves the right to approve, suspend or terminate any individual practitioner that Vendor selects to be credentialed. Vendor's credentialing process shall be subject to review and approval of AGEWAYS and AGEWAYS shall have the right to audit such process from time to time as the AGEWAYS deems necessary and appropriate.

EXHIBIT CAAA 1B Provider Training Requirements

Training Frequency Key: I-AN Initially & As Needed A Initially & Annually		2 =
Initially & every 2 years		
3 Initially & every 3 years PCSP when identified in the PCSP		
Standard Trainings Across	MI HASA MHL VA Choice	

All Providers				
Acts, Laws and Statutes		A		
Complaints, Grievances & Appeals	A	A	A	A
Informing/Educating Participant & Caregiver Rights & Responsibilities/Sensitivity	A	A	A	A
Person Centered Planning	A	A	A	A
Person-Centered Planning process and Self-Determination, the social model of disability, the Independent Living Philosophy and the recovery model	A	A	A	A
Elder Abuse, Neglect, Exploitation Training/Mandated Reports - APS	A	A	A	A
Identification & Reporting of Critical Incidents	A	A	A	A
Infection Control & Standard Precautions				
Blood Borne Pathogens/Infectious Disease/Universal Precautions	I-AN	I-AN	I-AN	I-AN
COVID-19	I-AN	I-AN	I-AN	I-AN
Identifying Unsafe Environmental Factors, including Bug Infestations	A	A	A	A
Code of Conduct		A		
Communication (language barriers classes/Cultural Competence	3	3	3	3
Limited English Proficiency	3	3	3	3
Conflict Resolution/Positive Techniques to Address Challenging Behaviors	I-AN	I-AN	I-AN	I-AN
CPR/AED/First Aid	2	2	2	2
Customer Service	I-AN	I-AN	I-AN	I-AN
Diversity Equity & Inclusion, Implicit Bias	A	A	A	A
Electronic Medical Record Training (EMR)	I-AN	I-AN	I-AN	I-AN
Emergency Preparedness				
Participant Emergencies	A	A	A	A
Environmental Emergencies: Preventing, Preparing and Responding	3	3	3	3
Worker Safety within the Home Evacuation Procedures	A	A	A	A
Exclusions (SAM/OIG) & Back Ground Checks	A	A	A	A
Health & Safety Practices/ Workplace Safety	A	A	A	A
Ethics	I-AN	I-AN	I-AN	I-AN
Fraud, Waste & Abuse	A	A	A	A
Privacy/Confidentiality/HIPAA	A	A	A	A
Disability Literacy:				
Various types of Chronic conditions prevalent within target population	A	A	A	A
Types of barriers encountered by target population	A	A	A	A
Legal obligations to comply with ADA requirements	A	A	A	A

Definitions and concepts such as communications access, medical equipment access, physical access and access to programs	A	A	A	A
Evidence-based practices and specific levels of quality outcomes	A	A	A	A
Mental Health diagnoses including crisis prevention & treatment	A	A	A	A

Training Needs Specific to Service Line IN ADDITION to above standard training

Support	Community Living (CLS)/Personal Care/Homemaking	MI Choice	HASA	MHL	VA
Assisting People with Eating &/or Swallowing Disorder		PCSP	PCSP	PCSP	PCSP
Behaviors & Crisis Intervention		PCSP & 3	PCSP & 3	PCSP & 3	PCSP & 3
Documentation Skills & Requirements		I-AN	I-AN	I-AN	I-AN

Dementia/Alzheimer's	2	2	2	2
Food Handling & Storage	I-AN	I-AN	I-AN	I-AN
Housekeeping Skills & Household Management	I-AN	I-AN	I-AN	I-AN
Transfer Ergonomics	A & PCS	A & PCS	A & PCS	A & PCS
Lifts	A & PCS	A & PCS	A & PCS	A & PCS
Immobility & Repositioning	A & PCS	A & PCS	A & PCS	A & PCS
Safety Risks in Home/Fall Prevention	I-AN & PCS	I-AN & PCS	I-AN & PCS	I-AN & PCS
Skilled Care Training/Competency	PCSP	PCSP	PCSP	PCSP
Suicide Risk & Response	I-AN	I-AN	I-AN	I-AN
Home Delivered Meals (HDM)				
Food Handling	I-AN	I-AN	I-AN	I-AN
Food Storage	I-AN	I-AN	I-AN	I-AN
Defensive Driving	I-AN	I-AN	I-AN	I-AN
Documentation Requirements	I-AN	I-AN	I-AN	I-AN
Fiscal Intermediary (FI) - in addition to CLS list				
Payment rules & regulations related to Contract	I-AN	I-AN	I-AN	I-AN
Background Check	A	A	A	A
Medicaid Training	I-AN	I-AN	I-AN	I-AN
Timesheet	I-AN	I-AN	I-AN	I-AN
Home Repair/Chore				
Lead Based Paint/asbestos	I-AN	I-AN	I-AN	I-AN

ADA rules and regulations	I-AN	I-AN	I-AN	I-AN
Code of Federal Regulations	I-AN	I-AN	I-AN	I-AN
Nursing and Private Duty Nursing (PDN)				
Documentation Skills & Requirements	PCSP & I-AN	PCSP & I-AN	PCSP & I-AN	PCSP & I-AN
Medication Management	A	A	A	A
Quarterly Case Conference	I-AN	I-AN	I-AN	I-AN
Suicide Risk & Response	I-AN	I-AN	I-AN	I-AN
Transportation				
Defensive Driving	I-AN	I-AN	I-AN	I-AN
Wheelchair Securement	I-AN	I-AN	I-AN	I-AN
Passenger Safety	I-AN	I-AN	I-AN	I-AN
Transfer Ergonomics & Worker Safety	A	A	A	A
Other (Adult & Dementia Day Care, Adult Foster Care, PERS, etc.)				
Allergy Testing	I - AN	I - AN	I - AN	I - AN
Licensing Requirements	A	A	A	A
Dementia/Alzheimer's	A	A	A	A
Behavioral Management & Interventions	A	A	A	A

EXHIBIT "D"
PRIVATE DUTY NURSING AND NURSING SERVICES

Vendor must adhere to all applicable private duty nursing/ respiratory care and nursing services requirements which include but are not limited to the Michigan Medicaid Provider Manual, the Michigan Public Health Code, the AGEWAYS DSP Operational Guidelines, the applicable payer contract requirement, and all applicable federal and state laws, rules, and regulations.

A. A. Service Definitions

1. **Private Duty Nursing/Respiratory Care (PDN/RC) services** are skilled nursing or respiratory care interventions provided to a participant age 21 and older on an individual and continuous basis to meet health needs directly related to the participant's physical disorder. PDN/RC includes the provision of skilled assessment, treatment, and observation provided by licensed nurses within the scope of the State's Nurse Practice Act, consistent with physician's orders, and in accordance with the participant's person-centered service plan. Respiratory Care may be provided by a licensed respiratory therapist to a participant who is ventilator dependent. The Respiratory Therapist provides therapeutic procedures to increase strength or endurance of respiratory muscles, face to face; or therapeutic procedures to improve respiratory function other than previously described; or therapeutic procedures to improve respiratory function or

increase strength or endurance of respiratory muscles, two or more individuals.

PDN/RC for a participant between the ages of 18-21 is covered under the Medicaid State Plan.

2. **Nursing Services** are covered on an intermittent (separated intervals of time) basis for a participant who requires nursing services for the management of a chronic illness or physical disorder in the participant's home. These services are provided by a registered nurse (RN) or a licensed practical nurse (LPN) under the direct supervision of an RN.

This service is limited to no more than two hours per visit. Participants receiving Private Duty Nursing/Respiratory Care services are not eligible to receive MI Choice Nursing Services.

Nursing Services must not duplicate services available through the Medicaid State Plan or third payer resources.

B. Referrals

Vendor shall obtain the orders from the physician when the referral is accepted.

Vendor must ensure that the service plan aligns with physician orders, person-centered service plan (PCSP), and authorization.

C. Initial Visit

Vendor nurse conducts initial visit for Nursing or PDN/RC Services and assesses if the participant could benefit from any other nursing services.

If there is an identified need, the vendor nurse requests an up-to-date physician order and attaches the order to a Provider Progress Note upon receipt.

The AAA 1-

B Primary Supports Coordinator reviews and updates Service Plan for Nurse Services as applicable.

Vendor Nurse will request orders from the physician's office and then upload copy into provider notes.

D. Continuous

Vendor must promptly report to the primary supports coordinator any changes in participant conditions and/or treatment needed upon observation of such changes. All order changes must be uploaded into the AGEWAYS electronic medical record, WellSky/Harmony, under the correct provider note type "Nursing Services RX" or "PDN Orders" prior to the authorization of the service.

2. Monthly

Nursing notes are uploaded on a monthly basis into the AAA 1-B electronic medical record, WellSky/Harmony, under the provider note type "PDN/Nursing Notes" –

3. Quarterly

Vendor shall attend mandatory interdisciplinary meetings on a quarterly basis as determined by AGEWAYS that shall include Vendor nurse, designated AAA 1-B Registered Nurse Supports Coordinator, AGEWAYS Primary Supports Coordinator, and physician office representative.

4. Annual

Vendor must submit physician orders annually, and as orders change, to AAA 1B. The order must be uploaded into the AGEWAYS electronic medical record, WellSky/Harmony, under the correct provider note type "Nursing Services RX" or "PDN Orders" prior to the authorization of the service.

5. Service Documentation Requirements

In addition to the documentation standards enumerated in Section XII of this Agreement, private duty nursing care provided during each hour must be fully detailed.

EXHIBIT E

MI HEALTH LINK ADDITIONAL REQUIREMENTS

Vendors contracted to provide services to MI Health Link participants must additionally adhere to the following requirements:

1. Vendors must adhere to the following definition of Medically Necessary Services – Services must be provided in a way that provides all protections to covered individuals provided by Medicare and Michigan Medicaid. Per Medicare, services must be reasonable and necessary for the diagnosis or treatment of illness or injury or to improve the functioning of a malformed body member, or otherwise medically necessary under 42 U.S.C. 1395y. Per Medicaid, determination that a specific service is medically (clinically) appropriate, necessary to meet needs, consistent with the person's diagnosis, symptomatology and functional impairments, is the most cost-effective option in the most integrated setting, and is consistent with clinical standards of care. Medical necessity includes, but is not limited to, those supports and services designed to assist the person to attain or maintain a sufficient level of functioning to enable the person to live in his or her community.
2. Vendors must report to AGEWAYS all suspected or know instances of fraud, waste, or abuse within 2 business days.
3. Vendor is prohibited from terminating the contract without cause and will provide at

least sixty (60) calendar day notice to AGEWAYS and assist with transitioning enrollees to new Vendors, including sharing the enrollee's medical record and other relevant enrollee information as directed by AGEWAYS or enrollee.

Exhibit F
AREA AGENCY ON AGING 1-B
BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (the "**Agreement**") is entered into by and between the Area Agency on Aging 1-B (the "**Covered Entity**") and (Board of Education Oakland County dba Waterford Senior Center 3621 Pontiac Lake Rd. Waterford MI 48328) (the "**Business Associate**"). This agreement is attached to and made a part of one or more agreements between the Covered Entity and the Business Associate (the "**Underlying Agreement**").

The Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, as amended by the Health Information Technology for Economic and Clinical Health Act (as incorporated in the American Recovery and Reinvestment Act of 2009), and its implementing regulations found at 45 C.F.R. Parts 160 and 164 (collectively, the "HIPAA Rules"), require the parties to protect the privacy and provide for the security of certain information relating to persons covered under the Plan.

The Covered Entity is a "covered entity" as defined in 45 C.F.R. 160.103. The Business Associate is a "business associate" of the Covered Entity within the meaning of 45 C.F.R. Part 160 to the extent that under the Underlying Agreement it performs functions or activities on behalf of, or provides certain services to, Covered Entity that involves access by the Business Associate to Protected Health Information created or maintained by Covered Entity ("PHI"). As an express condition of continuing or commencing their business relationship, the Covered Entity and the Business Associate each enter this agreement to comply with the HIPAA Rules. To the extent Business Associate is considered a "Business Associate" under the HIPAA Rules, this Agreement will apply, and is intended to meet the business associate provisions of the Privacy Rule and Security Rule at 45 C.F.R. 164.314(a), 164.502(e) and 164.504(e) and will govern the terms and conditions under which PHI may be used and disclosed by the Business Associate and other matters relating to PHI.

I. I. Uses and Disclosures of PHI.

- A. Permitted Uses and Disclosures – General. The Business Associate shall not use or disclose PHI except for the purpose of performing the Business Associate's obligations under the Underlying Agreement and as permitted or required by this Agreement or as required by law. Additionally, except as otherwise specified in this Agreement, the Business Associate may make any and all uses and disclosures of PHI necessary to perform its obligations as set forth in Section I.B. of this Agreement and in 45 C.F.R. 164.506 and 164.512. The Business Associate may also use and disclose aggregated PHI that has been de-identified within the meaning of the Privacy Rule.

B. Additional Permitted Uses and Disclosures – Business Associate's Operations.

1. In addition to the uses and disclosures described in Section I.A., the Business Associate may use PHI it receives in its capacity as a business associate of the Covered Entity, as necessary for:

- a. the proper management and administration of the Business Associate ;
- b. carrying out the Business Associate's legal responsibilities; or
- . providing "data aggregation" services relating to the healthcare operations of the Covered Entity if permitted or required under the Underlying Agreement.

2. The Business Associate may disclose the information received for the purposes described in Section I.B.1(a) and (b) if:

- a. the disclosure is required by law; or
- b. the Business Associate obtains a written agreement from the entity to which the PHI is disclosed that the PHI will be held confidential and will not be used or further disclosed except for the purposes for which it was disclosed or as required by law, and that it will notify the Business Associate of any known instances in which the confidentiality of the PHI has been breached.

C. Limits on Uses and Disclosures. The Business Associate will not use or disclose PHI except as permitted by Section I.A. and B. above. This Agreement does not authorize the Business Associate to, and Business Associate shall not, use or use or disclose the Covered Entity's PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Covered Entity, except for the specific uses and disclosures set forth above.

D. Minimum Necessary. The Business Associate shall limit its use, disclosure and request of PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request, and at all times consistent with Covered Entity's minimum necessary policies and procedures.

E. Prohibition on Sale of PHI. The Business Associate shall not engage in any sale of PHI.

F. Prohibition on Use or Disclosure of Genetic Information. The Business Associate will not use or disclose Genetic Information for underwriting purposes in violation of HIPAA. Additionally, Business Associate understands that Genetic Information is considered PHI and subject to the requirements set forth in this Agreement.

G. Penalties for Noncompliance. The Business Associate acknowledges that it is directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses or disclosures of PHI that are not authorized by this Agreement or required by law.

II. Other Business Associate Obligations.

A. Safeguards. The Business Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to maintain the security of

PHI and prevent uses or disclosures of PHI other than as permitted by the Underlying Agreement and this Agreement. The Business Associate will develop, implement, maintain and use administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity as required by the Security Standards for Protection of Electronic PHI, at 45 C.F.R. Part 164, Subpart C.

B. Reporting. The Business Associate will report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement, by the Business Associate or its workforce or any agent or subcontractor of the Business Associate and any security incident as described in 45 C.F.R. 164.304 of which the Business Associate becomes aware. The Business Associate will make the report not more than ten (10) days after the Business Associate becomes aware of such use, disclosure or security incident.

C. Breach Notification. The Business Associate represents and warrants that it will comply with the Breach Notification Rules as they are amended from time-to-time. The Business Associate will report to Covered Entity, following discovery and without unreasonable delay, but in no event later than ten (10) business days following discovery, any breach of unsecured PHI as those terms are defined by the HIPAA Rules. Any such report shall include the identification (if known) of each Individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during such breach, along with any other information required to be reported under the Privacy Rule. The Business Associate will reimburse the Covered Entity for all costs, expenses, liabilities (including reasonable attorney's fees) and other damages of any kind arising out of or relating to a "breach" as defined by the HIPAA Rules directly or indirectly caused by Business Associate or its affiliates, subsidiaries, agents and/or subcontractors.

D. Agents and Subcontractors. The Business Associate will ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, and shall not provide or make available any PHI to any of its agents or subcontractors without first obtaining their written agreement with the same requirements as this Agreement. The Business Associate will ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect the Covered Entity's PHI. The Business Associate will ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect the Covered Entity's PHI. The Business Associate agrees to

indemnify the Covered Entity for any violations of this Agreement by any of the Business Associate's agents or subcontractors.

- E. Access to PHI. The Business Associate will permit the Covered Entity, or as directed by the Covered Entity, any Individual whose PHI is maintained by the Business Associate in a "designated record set" to have access to and obtain copies of that PHI within 2 days of a written request, to satisfy Covered Entity's obligations under 45 C.F.R. 164.524. The Business Associate must comply with 45 CFR 164.524 and any other applicable laws, if it

decides, in its sole discretion, to charge the Individual a reasonable cost-based fee. The Business Associate will notify the Covered Entity of any requests made to the Business Associate that extend beyond information held in a designated record set maintained by the Business Associate or the Business Associate's affiliates or agents, so that the Covered Entity may coordinate the provision of access to such information. When required by the Privacy Rule and requested by the Individual or the Covered Entity, the Business Associate shall make such information available in electronic format.

- F. Right to Amend PHI. In accordance with 45 C.F.R. 164.526, the Business Associate will make available PHI for amendments and will amend PHI contained in a designated record set within 2 days of the Covered Entity's written request for amendment.

- G. Access and Inspection. The Business Associate agrees to make its policies, books and records relating to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services ("Secretary") or its designee or to the Covered Entity upon their written request for the purpose of determining whether the Covered Entity is in compliance with the HIPAA Rules.

- H. Documentation of Disclosures. In accordance with 45 C.F.R. 164.528, the Business Associate will document all disclosures of PHI and information related to such disclosures that is required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI. For each disclosure, Business Associate will record, in addition to any other information required to satisfy the Covered Entity's obligations under 45 CFR 164.528:

1. the disclosure date;
2. the name and address (if known) of the entity to whom Business Associate made the disclosure;
3. a brief description of the PHI disclosed;
4. a brief statement of the purpose of the disclosure; and
5. any additional information to the extent required by the Privacy Rule.

The Business Associate will maintain this disclosure information for at least six years following the date of the accountable disclosure to which the disclosure relates. In accordance with 45 C.F.R. 164.528, the Business Associate will provide

documentation of disclosures collected pursuant to this Section within 2 days of a written request by the Covered Entity and in a manner designated by the Covered Entity, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI.

I. Mitigation. The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of the use or disclosure of PHI by the Business Associate or its agents or subcontractors in violation of this Agreement.

J. Standard Electronic Transaction Rules. In the event that Business Associate transmits or receives any covered electronic transaction on behalf of the Covered Entity, it will comply, and require any of its subcontractors or agents to comply, with each applicable requirement for the Standards for Electronic Transactions Rule, found at C.F.R. Parts 160 and 162, when conducting all or any part of a standard transaction electronically for, on behalf of, or with the Covered Entity.

III. Covered Entity Obligations.

- A. The Covered Entity will notify the Business Associate of any limitations in its notice of privacy practices to the extent that such limitation may affect the Business Associate's use or disclosure of PHI.
- B. The Covered Entity will notify the Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may limit the Business Associate's use or disclosure of PHI.
- C. The Covered Entity will notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may limit the Business Associate's use or disclosure of PHI.
- D. The Covered Entity will not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy or the Security Rule if done by the Covered Entity, except that the Business Associate may use or disclose PHI for data aggregation or for its own management and administrative activities to the extent permitted by this Agreement and the Underlying Agreement.

IV. Miscellaneous.

- A. Amendment. Upon the enactment of any law, regulation, court decision or interpretive policy of any government agency charged with enforcement of the HIPAA Rules, the parties may, by written notice to the other party, amend the Underlying Agreement and this Agreement in such manner as is necessary to comply with any new legal obligation or governmental interpretation. If either party disagrees with such amendment, they will notify the other party in writing within 14 days. If the parties are unable to agree on an amendment within 14 days

thereafter, then either party may terminate this Agreement and the Underlying Agreement upon 7 days written notice to the other party.

B. Term and Termination.

1. Term. This Agreement will terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

a. Termination for Cause. If the Business Associate violates a material term of this Agreement, the Covered Entity may, at its option, terminate the Underlying Agreement and this Agreement, with or without advance notice, and with or without an opportunity to cure the breach. If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, the Covered Entity may report the violation to the Secretary.

b. Effect of Termination.

i. Except as provided in paragraph (ii) of this section, upon termination of this Agreement, for any reason, the Business Associate will return or destroy (at Covered Entity's option) all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision applies to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate will retain no copies of the PHI.

ii. If the return or destruction of any PHI is not feasible, the Business Associate will notify the Covered Entity in writing of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, the Business Associate will extend the protections of this Agreement to such PHI and limit further use and disclosure of the PHI for so long as the Business Associate maintains the PHI and the PHI remains infeasible to return or destroy. Upon return or destruction becoming feasible, Business Associate shall return to Covered Entity or destroy such PHI (at Covered Entity's option).

Effective Date. The provisions of this Agreement will take effect on 10/1/2022, provided that if such date is not completed, the Effective Date shall

be the effective date of the Underlying Agreement.

C. Survival. This Agreement will survive termination of the Underlying Agreement and remain in full force and effect for so long as the Business Associate or any of its employees, agents or subcontractors possess any PHI received under this Agreement.

D. Interpretation. Terms used, but not otherwise defined, in this Agreement will have the same meaning as those terms in the HIPAA Rules. This Agreement will be construed in light of any guidance on the HIPAA Rules issued by the U.S. Department of Health and

Human Services. Any ambiguity in this Agreement will be resolved to permit the Covered Entity to comply with the HIPAA Rules.

E. Indemnification. To the extent provided by law, the Business Associate will defend, indemnify and hold harmless the Covered Entity, its affiliates, officers, directors, employees and agents against any claims and will pay all damages, liabilities, and all related expenses (including reasonable attorneys' fees and expenses) caused by the Business Associate or its agents (including subcontractors) for:

1. any breach of duty or obligation under this Agreement;
2. any violation or alleged violation of the HIPAA Rules; or
3. any mitigation of harmful effects (or failure to complete mitigation) of a use or disclosure of PHI is required by this Agreement or any applicable law or regulation.

F. No Third Party Benefit. The provisions of this Agreement are for the sole benefit of the parties. This Agreement does not confer any rights, benefits, or claims upon any person or entity not a party to this Agreement. Business Associate shall not be construed to be a member of Covered Entity's workforce, or an agent of Covered Entity.

G. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan, except where pre-empted by federal law.

V. Definitions

Terms not defined herein shall have the same meaning as those terms in the HIPAA Rules.

Breach Notification Rules shall mean the breach notification rules under 45 C.F.R. 164, Subpart D.

Genetic Information shall have the same meaning as the term "genetic information" in 45 C.F.R. 160.103.

HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement

Rules found at 45 C.F.R. Parts 160 and 164.

Individual shall have the same meaning as the term “individual” in 45 C.F.R. 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).

Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E.

Protected Health Information or **PHI** shall have the same meaning as the term “protected health information” in 45 C.F.R. 160.103.

Security Rule shall mean the Security Standards and Implementation Specifications at 45 C.F.R. Parts 160 and 164, Subpart C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

**FISCAL YEAR 2023
-2025**

ATTESTATION SIGNATURE PAGE FOR CONTRACT REVIEW

Check the box and Date each applicable section.

By checking the box and dating each one below, you are agreeing with the language and content for each area.

<input checked="" type="checkbox"/> Long Term Supports and Services Agreement	09/30/2022
<input checked="" type="checkbox"/> Exhibit “A” – Vendor Bid Agreement for Contracted Services	09/30/2022
<input checked="" type="checkbox"/> *Exhibit “B” – Delegated Functions (Signature Required)	09/30/2022
<input checked="" type="checkbox"/> Exhibit “C” – Training Requirements	09/30/2022
<input checked="" type="checkbox"/> Exhibit “D” – PDN/ Nursing Requirements	09/30/2022
<input type="checkbox"/> Exhibit “E” – MI Health Link Additional Requirements	N/A
<input checked="" type="checkbox"/> *Exhibit “F” Business Associate Agreement (Signature Required)	09/30/2022
<input checked="" type="checkbox"/> Appendix “I” – Incorporated AGEWAYS	09/30/2022

VENDOR: Board of Education Oakland County dba Waterford Senior Center

Print Name: Sandra Elka

Title:Assistant Superintendent of Business & Operations
Date:9/30/2022

* If Exhibit “B” and/or “F” is a part of this Agreement, they will require additional signatures from both AGEWAYS and the Vendor.

APPENDIX 1 CONTRACT LIST

1. MDHHS-AGEWAYS Agreement for MI Choice Home and Community Based Services Waiver Program and accompanying Statements of Work, attachments, exhibits and schedule. See AGEWAYS website for applicable contract language.
2. MDHHS-AGEWAYS Agreement for Aging Grant Awards and accompanying Strategic Grant Awards, attachments, exhibits, and schedule. See AGEWAYS website for applicable contract language.
3. AGEWAYS’s MI Health Link Agreements with Aetna, AmeriHealth, Michigan Complete Health/ Meridian, and HAP are all based upon the requirements located in “Contract Between the United States Department of Health and Human Services Centers for Medicaid Services In Partnership with State of Michigan and Integrated Care Organization, Issued September 25, 2014 (MHL Three-Way Contract), as amended. Each contract delegates to AGEWAYS the responsibility for certain Covered Services to Enrollees. See AGEWAYS website for applicable MHL Three-Way Contract language.
4. Department of Veterans Affairs-AGEWAYS Veterans Health Administration Veterans Care Agreement and accompanying Statements of Work, attachments, exhibits and schedule. Each contract delegates to EWAYS the responsibility for certain Covered Services.

**FOOD SERVICES AGREEMENT BETWEEN
THE CHARTER TOWNSHIP OF WATERFORD AND
THE WATERFORD SCHOOL DISTRICT**

This Food Services Agreement, ("Agreement") is between the Charter Township of Waterford, a Michigan municipal corporation, having an address of 5200 Civic Center Drive, Waterford, Michigan 48329, ("Township") and the Waterford School District, a Michigan general powers school district, having an address of 501 N. Cass Lake Road, Waterford, Michigan 48328. ("WSD"). Township and WSD may be referred to collectively as ("Parties") or individually as a ("Party").

- 1. Agreement Purpose:** This Agreement is entered into pursuant to the Intergovernmental Contracts Between Municipal Corporations Act, 1951 PA 35, MCL 124.1 et seq., which authorizes a township and a school district to enter contracts for services which each would have the power to perform separately. The Parties have determined that it is of mutual benefit to have the WSD provide food services to the Township. This Agreement defines the roles and responsibilities of the Parties for providing food services to the participants in the Waterford Leggett Campus Senior Center and Township meals-on-wheels program.

2. Term and Termination:

- 2.1.** This Agreement shall begin on **January 1, 2025**, shall continue until **September 30, 2026**, unless terminated as provided below. The Parties may extend the Agreement for up to an additional three (3) years, if approved by the governing bodies of each Party and both Parties sign an amendment.
- 2.2.** Either Party may terminate this Agreement, in whole or in part, at any time, for any reason, including convenience, upon providing one hundred and eighty (180) days' notice to the other party, without incurring any obligation or penalty.
- 2.3. WSD Obligations Upon Termination:** Upon receiving a notice of termination, WSD shall take the following actions: 1) cease providing all services at the end of the termination period; 2) return all materials provided by Township except as necessary for WSD to comply with applicable laws and/or regulations and 3) take action to mitigate and limit potential losses, including terminate or limit as applicable those orders for materials and supplies related to this Agreement to the extent such may be terminated.
- 2.4. Township Obligations Upon Termination:** The Township's sole obligation in the event of termination of this Agreement is for the payment of actual services provided before the effective date of termination. Under no circumstances shall the Township be liable for any lost revenues or economic benefit WSD may have realized but for the termination or cancellation of the Agreement. The Township shall not be obligated to pay WSD a cancellation or termination fee. If the Township chooses to terminate the Agreement in part, then the charges payable under the Agreement must be equitably adjusted to reflect the services that are terminated, provided the Township will be responsible for costs incurred by WSD for ordering of materials and supplies in reliance on this Agreement, which cannot be terminated.

- 3. Scope of WSD Services:** WSD shall provide food services for the Township pursuant to the terms of this Agreement as described in the attached and incorporated Exhibit I, Scope of WSD Services. ("Services").
- 4. Payment:** WSD shall provide a monthly invoice to the Township by the tenth (10th) day of the month, to Senior Citizen Aide (Nutrition Services), with a copy to the Township's Parks & Recreation Director, which itemizes the number of meals provided each day of the month, the cost per each type of meal, the total cost of each type of meal for the month and total for the invoice. The Township shall have no obligation to make a payment under this Agreement until an invoice is submitted. Township shall only provide payment to WSD for Services under this Agreement and not provide payment to any subcontractors of WSD. Township shall remit payment to WSD as provided in the invoice from WSD, within twenty (20) days of receipt. In the event the Township disputes an item on the invoice, the Parties shall discuss the disputed amount and attempt to resolve the disputed charge within thirty (30) days. The Township's sole financial obligation under this Agreement is set forth in Exhibit I.
- 5. Permission to Use Leggett Campus.** Township is the owner of a 9.12-acre parcel of property located at 3621 Pontiac Lake Road, Waterford, Michigan 48328 where it operates the Leggett Campus to provide services and activities for senior citizens, ("Leggett Campus"). Township grants WSD the right to use the Leggett Campus kitchen, described in Exhibit III, to provide food services to Township as described in this Agreement.
 - 5.1. Use and Maintenance:** WSD may use all equipment owned by Township and listed in Exhibit III or later provided by Township. No improvements may be made by WSD to the kitchen unless approved by Township. WSD shall maintain the kitchen in a clean, safe, aesthetic, and good condition. WSD shall remove and replace all debris and litter daily in waste containers designated by Township. WSD shall be solely responsible for the costs of complying with the requirements in this section.
 - 5.2. Right to Use Kitchen:** WSD's right to use the Leggett Campus to provide food services terminates upon the expiration or termination of this Agreement.
- 6. WSD Warranties:**
 - 6.1. Full Knowledge of Agreement Expectations.** WSD is responsible for being adequately and properly prepared to execute this Agreement. WSD has satisfied itself in all material respects that it will be able to perform the Agreement as specified herein.
 - 6.2. Equipment and Supplies.** WSD is responsible for providing all supplies to perform this Agreement, which are not expressly required to be provided by the Township. Exhibit III describes the equipment provided by Township.
 - 6.3. Assistance with Township Licenses.** WSD shall be responsible for providing information for documentation and being available for inspections need for licenses, permits, and governmental authorizations necessary for Township to have a food service operation in the Leggett Center. .

- 6.4. Control and Supervision of WSD Employees.** WSD shall solely control, direct, and supervise all WSD Employees with respect to all WSD obligations under this Agreement. WSD will be solely responsible for and fully liable for the conduct and supervision of any WSD Employees.
- 6.5. Removal or Reassignment of Personnel at Township's Request.** WSD shall remove a WSD Employee performing work under this Agreement at the Township's request provided the Township's request is based on legitimate, good-faith reasons and removal would not violate any law.
- 6.6. WSD Employee Expenses.** All WSD Employees shall be employed at WSD's sole expense (including taxes and insurance). WSD warrants that all WSD Employees performing Services under this Agreement shall fully comply with and adhere to the terms of the Agreement. WSD shall be solely liable for all applicable WSD Employee's federal, state withholdings or contributions and/or WSD Employee related welfare benefit contributions under federal or state law.
- 6.7. Criminal Background Checks.** WSD will conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee prior to employment whose position is fully or partially funded by SNP funds with a recheck occurring every three years.
- A. ICHAT: <http://apps.michigan.gov/ichat>
B. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>
C. National Sex Offender Registry: <http://www.nsopw.gov>

Exclusions: No employee or volunteer shall be permitted to work directly with clients of Senior Center or have access to a client's personal property or confidential client information if:

6.7.1 Mandatory Exclusions: The results of the criminal background check show that the person has a federal or state felony conviction related to one or more of the following crimes:

- Crimes against a "vulnerable adult" as set forth in MCL 750.145n *et seq.*
- Violent crimes including, but not limited to, murder, manslaughter, kidnapping, arson, assault, battery and domestic violence.
- Financial crimes including, but not limited to, fraud, forgery, counterfeiting, embezzlement and tax evasion.
- Sex crimes including, but not limited to, rape, sexual abuse, criminal sexual conduct, and prostitution.
- Cruelty or torture.
- Abuse or neglect; or
- Felony involving the use of a firearm or dangerous weapon.

6.7.2 Felony Convictions. The results of the criminal background check show that the person has a federal or state felony conviction within the preceding 10 years from the date of the background check, including but not limited to:

- Crimes involving state, federal, or local government assistance programs.
- Theft crimes including, but not limited to, larceny, burglary, robbery, extortion, false pretenses, false representation, and conversion; or
- Drug crimes include, but not limited to, possession, delivery, and manufacturing.

6.7.3. Misdemeanor Convictions. The results of the criminal background check show that the person has a federal or state misdemeanor conviction within the preceding 5 years from the date of the background check, including but not limited to:

- Crimes involving state, federal, or local government assistance programs.
- Crimes against a "vulnerable adult" as set forth in MCL 750.145n et seq.
- Financial crimes including, but not limited to, fraud, forgery, counterfeiting, embezzlement and tax evasion.
- Theft crimes including, but not limited to, larceny, burglary, robbery, extortion, false pretenses, false representation, and conversion.
- Sex crimes including, but not limited to, rape, sexual abuse, criminal sexual conduct, and prostitution.
- Drug crimes including, but not limited to, possession, delivery, and manufacturing.
- Cruelty or torture.
- Abuse or neglect.
- Home invasion.
- Assault or battery; or
- Misdemeanor involving the use of a firearm or dangerous weapon with the intent to injure, the use of a firearm or dangerous weapon that results in a personal injury, or a misdemeanor involving the use of force or violence or the threat of the use of force or violence.

6.8 Debarment and Suspension. WSD will comply with applicable federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or WSD; Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the above section 6.5. Have not within a five-year period preceding this Agreement had

one or more public transactions (federal, state or local) terminated for cause or default; and have not committed an act of so serious or compelling a nature that it affects WSD present responsibilities.

6.9. Compliance with Grant Agreements: WSD shall comply with the applicable terms and conditions in grant agreements, and amendments to the agreement, for providing funding to Township for food services and associated equipment. WSD has been provided with and will comply with the Agreement for Services to the Aging Contractor agreement with the Area Agency on Aging 1-B, DBA AgeWays Nonprofit Senior Services (AgeWays), and any additional agreement providing funding for nutrition services (congregate meals and home delivered meals). Township shall provide copies of such funding agreements to WSD upon request.

6.10 Acknowledgment of Independent Contractor Status. Nothing in this Agreement is intended to establish an employer-employee relationship between the Township and WSD or any WSD employee. In no event shall WSD employees be deemed employees, agents, volunteers, or subcontractors of the Township. WSD shall ensure that WSD employees are apprised of their status under the Agreement and the limitations independent WSDs have.

6.11. Warranty for Services. WSD warrants that all Services shall be performed in compliance with all applicable laws, statutes, regulations, ordinances, and professional standards, including local and state health and sanitation laws (except to the extent those are the obligation of the Township), and regulations and requirements of AgeWays.

7. Liability:

7.1. Each Party shall be responsible for any Claims made against that Party by a third party and for the acts or omissions of its employees arising under or related to this Agreement.

7.2. Any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgment and attorney fees.

7.3. Except as otherwise provided in this Agreement, neither Party shall have any right under this Agreement or any legal principle to be indemnified or reimbursed by the other Party or any of its employees or agents in connection with any Claim.

7.4. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

8. Limitation of Liability: In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

9. **WSD Provided Insurance:** At all times during this Agreement, WSD shall obtain and maintain insurance according to the requirements listed in Exhibit II.
10. **Township Provided Equipment and Space:** The Township shall provide space in the Senior Center for WSD to utilize the kitchen to prepare the meals required under this Agreement. The License Agreement for the use of the space by WSD is provided in the attached and incorporated Exhibit III, which also describes the equipment provided by Township.
11. **Township's Right to Suspend Agreement Performance:** Upon written notice, the Township may require WSD to suspend performance of this Agreement if WSD has failed to comply with federal, state, or local laws or any requirements contained in this Agreement. The right to suspend performance of this Agreement is in addition to the Township's right to terminate and/or cancel this Contact. The Township shall not incur a penalty, expense, or liability to WSD if the Township suspends the performance of this Contact under this Section.
12. **Discrimination:** Neither Party shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment, in accordance with applicable federal and state laws. Both Parties shall comply with all Civil Rights requirements for the services provided under this Agreement.
13. **Conflict of Interest:** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), no contracts shall be entered into between the Township and any elected and appointed officials, employees, and volunteers of the Township, when acting in their personal or official capacity. To avoid any real or perceived conflict of interest, WSD shall disclose to the Township the identity of all WSD Employees who: a) are employed by the Township on the date the Agreement is executed; and b) become employed by the Township during the term of the Agreement. WSD shall also disclose to the Township the identity of all Township officials, employees, and volunteers who a) are employed by WSD on the date the Agreement is executed; and b) become employed by WSD during the term of this Contact.
14. **Access and Records:** WSD will maintain accurate books and records in connection with the performance of this WSD for thirty-six (36) months after the end of this Agreement and WSD shall provide the Township with reasonable access to such books and records, upon request.
15. **Audit:** The Township or an independent auditor hired by the Township may perform Agreement audits (in its sole discretion) and shall have the authority to access all pertinent records and data and to interview upon reasonable notice and during normal business hours any WSD employee during the term of this Agreement and for a period of three years after final payment. WSD shall cooperate with WSD and explain any audit

findings, questioned costs, or other Agreement compliance deficiencies to the Township within thirty (30) Business Days of receiving the draft audit report..

- 16. Prior Written Consent for Assignment:** Except by operation of law, neither Party may assign, delegate, or subcontract any of its duties or rights under this Agreement without the prior written consent of the other Party.
- 17. Survival of Terms and Conditions:** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Agreement, or any part thereof, until the terms and conditions are fully satisfied or expire by their nature: Section 1. Agreement Purpose, Section 3 Scope of WSD Services, Section 6 WSD Warranties, Section 7 Liability, Section 9 WSD Provided Insurance, Exhibit I Scope of Services, Exhibit II Insurance.
- 18. Compliance with Laws:** Both Parties shall comply with all federal, state, and local laws, statutes, ordinances, regulations and requirements applicable to its activities under this Agreement.
- 19. Force Majeure:** Notwithstanding any other term or condition of this Agreement, neither Party shall be liable for failure to perform contractual duties or obligations caused by events beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; (f) natural disasters; (g) strikes, lockouts, work stoppages, or other labor difficulties; or (h) compliance with law. Reasonable notice shall be given to the affected Party of such event. WSD is expected, through insurance or alternative temporary or emergency service arrangements, to continue its contractual duties or obligations if a reasonably anticipated, insurable business risk, such as business interruption or any insurable casualty or loss occurs.
- 20. Notices:** All notices required under this Agreement shall be in writing. Notices shall be effective:
 - (a) the next Business Day, if personally delivered;
 - (b) the third Business Day, if sent by U.S. mail, postage prepaid, return receipt requested;
 - (c) the next Business Day, if sent by a nationally recognized overnight express courier with a reliable tracking system; or
 - (d) the next Business Day with a receipt of confirmation, if sent by e-mail or fax. M

Notice to Township: Notice to Township shall be addressed to Clerk, Waterford Township with a copy of Parks and Recreation Director at the address listed on the first page of the Agreement with emails and phone numbers kmarkee@waterfordmi.gov, 248-674-6211, aswanson@waterfordmi.gov, 248-618-7549.

Notice to WSD: Notice to WSD shall be addressed to: S _____ at the address listed on the first page of the Agreement, _____@wsdmi.org, 248-682-0524

- 21. Severability:** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if WSD's promise to indemnify or hold the Township harmless is found illegal or invalid, WSD shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the Township.
- 22. No Third Party Beneficiaries:** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
- 23. Governing Laws/Consent to Jurisdiction and Venue:** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 51st District of the State of Michigan as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule. The venue is proper in the courts set forth above.
- 24. Entire Agreement:** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties. Amendments to the Agreement must be in writing and signed by the signatories of this Agreement or their successors in office.

WATERFORD SCHOOL DISTRICT

Date

By: Sandra Elka
Its: Asst. Superintendent, Business & Operations

FOR WATERFORD TOWNSHIP

Date

By: Anthony M. Bartolotta
Its: Supervisor

EXHIBIT I - SCOPE OF FOOD SERVICES

WSD shall provide Township with Food Services pursuant to the following requirements:

- 1. Use of Township Kitchen:** WSD shall utilize the kitchen located in the Township Leggett Campus building located at 3621 Pontiac Lake Road, Waterford, Michigan 48328 to prepare the meals for Township. The Parties may in the future amend the Agreement to add providing meals to other Township senior center locations.
- 2. Meal Types, Pricing and Orders:**
 - 2.1. Meal Types:** The following meal types shall be provided by WSD to Township:
 - 2.1.1. **Home Delivered Hot, ("HDM Hot")**
 - 2.1.2. **Home Delivered Cold, ("HDM Cold")**
 - 2.1.3. **Home Delivered Frozen, ("HDM Frozen")**
 - 2.1.4. **Congregate** served in the Leggett Campus.
 - 2.1.5. **Special Event Meals:** These are occasional meals served in the Leggett Campus for special events such as Veterans Day programs, which are prearranged between the Parties.
 - 2.2. Meal Pricing:** The cost per meal to be charged to Township shall be:
 - 2.2.1. **HDM Hot:** \$3.00
 - 2.2.2. **HDM Cold:** \$3.00
 - 2.2.3. **HDM Frozen:** \$4.00
 - 2.2.4. **Congregate:** \$3.00
 - 2.2.5. **Special Event Meals:** These are priced on a case-by-case basis based on the menu.
 - 2.3. Meal Orders:** Township shall advise WSD in advance of any change to the number of meals, either an increase or decrease to the daily meal order as follows:
 - 2.3.1. **Daily Meal Changes:** Township shall email daily meal changes by 4:00 p.m. of the business day before the change is to take effect.
 - 2.3.2. **Unforeseen Circumstances:** In the event of unforeseen circumstances that prevent the Township from advising WSD in advance by the time above of a change to the number of meals, Township shall advise WSD no later than 6:00 a.m. on the serving day. Unforeseen circumstances include but are not limited to severe weather conditions, power outages, inability to utilize the Leggett Campus, or floods.
- 3. Meal Preparation Times:** The time between the completion of meal preparation and the serving of all meals may not exceed four (4) hours. HDM Hot meals must be ready for Township delivery no later than 2 ½ hours after they have been prepared.
- 4. Food Serving:** All HDM Cold meals shall be provided to Township by 8:30 a.m. All HDM Hot meals shall be provided to Township by 10:15 a.m. WSD shall begin serving Congregate meals at 12:00 p.m. and continue serving until 12:30 p.m. or earlier if all Congregate meal attendees for the day have been served. WSD shall notify Township if the food will be late by thirty (30)

minutes or more. WSD shall be limited to no more than six (6) late food preparation days per each calendar year.

5. HDM Packaging: Township will provide Oliver Products packaging systems for use by WSD to package the HDM meals. WSD shall provide the following: 5.5 oz. squat cup; 6 oz. squat cup; 10 oz. squat cup; 12 oz. squat cup; corresponding lids and plastic food bags of 10" x 14" and 12" x 7 x 22". plastic food bags for cold and frozen meals. Containers will be of sufficient durable quality to withhold transportation and meal delivery process

6. Disposable Serviceware: WSD shall provide the following disposable serviceware:

Congregate meal: Styrofoam three-compartment tray

A.9.2 Knife, fork and spoon

A.9.4 12 oz. Styrofoam soup bowl for soup

7. Condiments: WSD shall provide condiments as needed for the menu. Condiments include, but are not limited to the following:

7.1. **Daily Use Condiments:** Margarine for HDM and Congregate meals.

7.2. **Per Meal Condiments:**

Ketchup	Tartar Sauce	Parmesan Cheese
Mustard	Soy Sauce	Oyster Crackers
Relish	Syrup	Low Sodium Crackers
Mayonnaise	Lemon	Vinegar
Sweet & Sour Sauce	Salad Dressing	

7.3. **Limited Use Condiments:** At times, the menu will call for items such as specialty salad dressing, sour cream or salsa. These are to be individually packaged for all HDM and Congregate meals.

7.4. **Liquid Condiments:** Entrée Salads-provide 1.5 oz. of dressing per congregate meal.
Side Salads-provide 1.0 oz. of dressing per Congregate meal.

8. Temperature: WSD shall ensure that all cooked HDMs are cooked at the required temperature and length of time and all Congregate meals are cooked and served at the required temperature.

9. Food Safety: WSD shall ensure the food provided is ready to each and has maintained food safety at every step until the HDM meals are provided to Township and until the Congregate meals are served. Food is considered unsafe and unacceptable if it is raw/uncooked meat, moldy, physically contaminated, there is evidence of tampering by insects or rodents.

10. Production Sheets: WSD shall use kitchen production sheets for each daily menu. The production sheet will include but not limited to: date, time, number of pans for each menu item, portion size, utensil required for each menu item, and WSD employee initials for each

temperature reading. Temperature of each menu item will be taken immediately preceding departure from the kitchen. For every HDM item: hot, cold or packaged, departing time and temperature shall be recorded on the production sheet and initialed by WSD. The temperature of the Congregate meal shall also be initialed by WSD.

- 11. Recommended Daily Allowance ("RDA"):** As required by the state of Michigan nutrition standards, all meals provided by WSD shall meet one-third (1/3) of the current RDA for adults as described in the most current edition of the "USDA Dietary Guidelines for Americans" to assist meal participants in maintaining a healthy diet for their heart. The following nutrients shall be tracked by WSD on a daily basis and shall be target values to be achieved based on a weekly average:

Nutrient Target Values Compliance Values Averaged over 1 week (Minimum)

Calories	700 calories	600-850 calories
Protein	19 grams per meal	>=19 grams per meal
Total Fat	<30% of calories	<30% of calories, average over 1 week No one meal may be more than 35% fat As low as possible
Saturated Fat	<10% of calories	
Trans Fat	No trans fat	
Fiber	10 grams	7 grams or higher
Calcium	400 mg	400 mg or higher
Magnesium	116 mg	116 or higher
Vitamin B6	0.6 mg	0.6 mg or higher
Vitamin B12	0.8 mg	0.8 mg or higher
Vitamin C	30 mg	25 mg or higher
Sodium	800-1,200 mg	1,200 mg or less
Carbohydrates		75 grams per meal

- 12. Meal Pattern:** The meal pattern utilized by WSD during menu development shall consist of:

- 12.1 Meat or Meat Alternate:** Three ounces of cooked edible portion of meat, fish, fowl, eggs, or cheese (not including skin, bone, or coating) included in each meal. Meat alternates may be used occasionally to supplement protein and may include cooked dried beans or peas, cottage cheese, and eggs.

- 12.2 **Vegetable:** Two servings are included in each meal. A serving is generally $\frac{1}{2}$ cup of cooked or raw vegetable; $\frac{3}{4}$ cup of 100% vegetable juice (or $\frac{1}{2}$ cup of pre-packaged 100% juice); or 1 cup raw leafy vegetable. Emphasizing use of fresh vegetables, all vegetables may be used. Fresh, frozen or canned and prepared without added sodium may be used. One vegetable serving is required if an additional fruit is served.
- 12.3 **Fruit:** One serving included in each meal. A serving is generally a medium apple, banana, orange or pear; $\frac{1}{2}$ cup chopped, cooked or canned fruit; or $\frac{3}{4}$ cup of 100% fruit juice (or $\frac{1}{2}$ cup of pre-packaged 100% juice). Emphasizing use of fresh fruits, all fruits may be used. Fresh, frozen, canned or dried and prepared without added sugar may be used. Canned fruit packed in water, fruit juice or light syrup may also be used.
- 12.4 **Bread, Cereal, Rice, Pasta (Grains):** One to two servings of bread included in each meal. Emphasizing whole grains and high fiber; bread, rice, pasta, cereal and potatoes may be used. A breaded protein or grain-based dessert can count as one of the two required grain servings.
- 12.5 **Fat Exchange:** One serving included in each meal. Select choices that are good sources of mono-and poly-unsaturated fats. Limit total fat to no more than thirty (30) percent of the total daily calories.
- 12.6 **Beverages:**
- 12.6.1 **Milk:** One-half pint, Vitamin A and D fortified 1% milk is included in each meal. Based on client request, meals may be ordered without milk.
 - 12.6.2 **Juice:** A half cup of juice may be ordered with HDMs in lieu of milk if client requests as an alternate to milk.
 - 12.6.3 Decaffeinated coffee and tea is included in each congregate meal.
- 12.7 **Dessert:** Dessert is included in addition to other meal pattern requirements. Use of high calorie desserts such as, pies, cakes and cookies will be limited.
- 13. Menu Specifications:** In addition to the above meal pattern, menus must meet the following specifications:
- 13.1 Each week's menus must include, at a minimum, three foods, which are rich sources of Vitamin A and a daily source rich in Vitamin C. A combination of foods may be used to meet vitamin requirements.
 - 13.2 Foods must be under-salted in cooking. Low sodium and salt free seasonings must be used.
 - 13.3 High fiber foods shall be used, such as but not limited to whole grains, fresh fruits and fresh vegetables.
- 14. Menus:** WSD shall follow a quarterly menu cycle for Congregate and HDM. WSD will utilize standardized recipes corresponding to each meal for each menu cycle. WSD will prepare meals using volume as standard of measuring portions, excluding protein only entree items, which will be measured by weight, such as a chicken leg. WSD shall provide Township with a draft meal menu for a ten (10) week period and provide to Township to review and revise at least fourteen (14) business days prior to the start of the next 10-week meal cycle.
- 14.1 Published menus, recipes and other product information will be available on the Township website and in the Lifelong Recreation newsletter.

- 14.2 Township Parks & Recreation Senior Aide or designee and WSD Cook will participate in quarterly production meetings prior to the release of each meal menu cycle.
 - 14.3 Frozen or prepackaged food products must be approved by the Township. WSD will provide a product ingredient list for any frozen or prepackaged food products approved for use by Township. WSD will highlight the presence of eight (8) most common food allergens as identified by the current Michigan Health Food Code.
 - 14.4 WSD shall not be permitted to make substitutions in an existing menu, unless written permission is obtained from Senior Citizen Aide (Nutrition Services) at least twenty-four (24) hours in advance of such substitution. WSD shall be limited to 12 substitutions per fiscal year.
 - 14.4 Same day substitutions made without preapproval shall count as two substitutions.
 - 14.6 The replacement product must match the planned menu item as close as possible to maintain that day's nutrition analysis. Fresh product will replace fresh product.
 - 14.7 Township will provide direction in regards to menus following unplanned program closures. The goal is to minimize WSD waste and return to provided/approved menu as quickly as possible.
 - 14.8 WSD will provide theme related meal patterns corresponding to the Township Holiday Schedule, not to exceed five (5) times per calendar month.
- 15. Inspections:** The WSD Cook shall be available for answering questions during any state or county Health department inspection.
- 16. Meal Service:** WSD shall provide meal service as follows:
- 16.1 **Congregate Lunch:** Will be served by WSD from noon to 12:30, Monday through Friday except days the Township is closed.
 - 16.2 **HDM:** WSD shall package the hot portion of meals in Oliver packaging materials provided by Township. Cold components shall be individually packaged and placed in plastic bags with condiments. Township volunteers will pick up meals directly from the kitchen.
 - 16.3 **Congregate Meals:** Except for occasional Special Event Meals, HDM Hot and Congregate meals shall be the same meal.
 - 16.4 **HDM Cold:** WSD shall package cold components and place into meal bags.
 - 16.5 **Frozen Meals:** WSD shall provide frozen dinner meals on Fridays and days before a Township holiday using the frozen menu schedule. Meals shall be packaged in a manner to distinguish it from the HDM.
 - 16.6 **HDM No Milk Meals:** WSD shall mark meals without milk with a label on the bag to differentiate them from meals with milk.
- 17. Incomplete Meals:** The Township will not pay WSD for incomplete meals due to missing or un-servable components. When the Township is aware of incomplete/ un-servable/missing components it will provide WSD with notice to correct on the same day, where time allows. If WSD corrects the incomplete meal within the times for serving food provided in the Agreement,

it will receive payment for the meal. At Township discretion, some replacements may occur the next day.

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EXHIBIT II INSURANCE REQUIREMENTS

During this Agreement, the WSD shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the Township against any Claims, as defined in this Agreement. The insurance shall be written for not less than any minimum coverage herein specified. Limits of insurance required in no way limit the liability of the WSD.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Broad Form Contractual including coverage for obligations assumed in this Agreement.

\$1,000,000 – Each Occurrence Limit
\$1,000,000 – Personal & Advertising Injury
\$1,000,000 – Products & Completed Operations Aggregate Limit
\$1,000,000 – General Aggregate Limit
\$ 500,000 – Property Damage
\$ 5,000 Medical Expense

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

1. ☐ Fully Insured or State approved self-insurer.
2. ☐ Sole Proprietors must submit a signed Sole Proprietor form.
3. ☐ Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Commercial Automobile Liability Insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Agreement.

Commercial Umbrella/Excess Liability Insurance with minimum limits of \$2,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the Township.
2. The insurance company(s) issuing the policy(s) shall have no recourse against the Township for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the Township.
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the WSD.
4. The Commercial General Liability shall be endorsed to name the Charter Township of Waterford and its officers, employees, appointees and commissioners as additional insured where permitted by law and policy form.
5. If the WSD's insurance policies have higher limits than the minimum coverage, requirements stated in this document the higher limits shall apply and in no way shall limit the overall liability assumed by the WSD under this Agreement.
6. The WSD shall require its WSDs or sub-WSDs, not protected under the WSD's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Agreement.
7. Certificates of insurance must be provided no less than ten (10) Business Days prior to the Township's execution of the Agreement and must bear evidence of all required terms, conditions and endorsements; and provide 30 days' notice of cancellation/material change endorsement.
8. All insurance carriers must be licensed and approved to do business in the State of Michigan along with the WSD's state of domicile and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the Township Risk Manager.

EXHIBIT III

Premises

The kitchen area of the Leggett Campus that will be used by WSD to provide services is 588 square feet and is depicted on the below photographs.



EQUIPMENT

The Township will provide the following equipment for WSD's use in providing Food Services:

3- reach in refrigerators
1- reach in freezer
1-12 pan electric floor steamer
1-Double deck convection oven
1-Electric hot food holding cart
2- Stainless steel 1 sided milk coolers
1-Electric stove/oven
1-Stainless steel 3 compartment sink
1 –movable steam table
1 –large movable counter with shelves
Multiple moveable shelves and racks
Multiple quick carts
miscellaneous kitchen equipment- pans, cookware, storage containers
multiple rolling carts
multiple 8 foot and 6-foot tables

WSD shall provide the following equipment owned and maintained by WSD:

Oliver Seal Machine
2 milk coolers