

**MODIFICATION NO. 1 BETWEEN WAYNE COUNTY AND
DON BOSCO HALL
HVCW CONTRACT NO. 17-04-010**

THIS MODIFICATION is between the County of Wayne, Michigan, a body corporate and Charter County ("Grantee") and Don Bosco Hall (Grantor), a Michigan non-profit organization organized under Section 501(c)(3) of the Internal Revenue Code, and modifies the CFS Contract No.12-04-013, approved by the Wayne County Commission on May 17, 2012, by Resolution No. 2012-297.

RECITAL

The parties agree to modify the Contract to increase the grant disbursement, to change the name of the Wayne County department, and to make other changes to the Contract, as follows:

1. Section 2.1, is modified from:

2.1 Grantor shall provide funding for the Work in the form of a Grant disbursed to Grantee in the amount of \$250,000.00 ("Grant Funds"). Grant Funds shall be provided in increments according to the following schedule:

Beginning December 1, 2011, for sixty consecutive months, the first day of the month, in equal amounts of \$4,166.67.

The provision of Grant funds shall be made by wire transfer or check payable to Wayne County Treasurer for deposit to account #292-35612-589000.

To:

2.1 Grantor shall provide funding for the Work in the form of a Grant disbursed to Grantee in an amount not to exceed \$325,000.00 ("Grant Funds"). Grant Funds shall be provided in increments according to the following schedule:

Beginning December 1, 2011, for seventy-eight consecutive months, the first day of the month, in equal amounts of \$4,166.67.

The provision of Grant funds shall be made by wire transfer or check payable to Wayne County Treasurer for deposit to account #292-35612-589000.

2. Section 2.3 is modified from:

2.3 The work shall be performed consistent with the requirements and objectives of the Child Care fund, the mission of the Wayne County Department of Children and Family Services ("CFS"), applicable law, and relevant professional standards.

To:

2.3 The work shall be performed consistent with the requirements and objectives of the Child Care fund, the mission of the Wayne County Department of Health, Veterans and Community Wellness (HVCW), applicable law, and relevant professional standards. The Grantor understands that in order to participate in the CCF and receive state reimbursement the juvenile must meet CCF eligibility requirements. Those requirements include but are not limited to the requirement that a written complaint regarding the juvenile has been filed with the court, that the court has approved the complaint, and that the court has made a finding that the juvenile is at-risk for out-of-home placement.

3. Section 2.5, last sentence is modified from:

The invoice shall be addressed to the director of Prevention Services at the Wayne County Department of Children and Family Services, 5th floor, 640 Temple, Detroit, MI 48201.

To:

The invoice shall be addressed to the Juvenile Services Contract Manager at the Wayne County Department of Health, Veterans and Community Wellness, 500 Griswold, 10th floor, Detroit, MI 48226.

4. Section 2.6 is changed from:

2.6 Grantor shall submit an annual report on the progress of the work. The annual report is due to the Department within 60 calendar days after the close of the County's fiscal year and shall include: Description of services delivered, number of youth serviced, cost of the services, qualitative impacts of the service (i.e. abstinence from illegal substances, academic improvements, school attendance, etc.) and the number of juveniles for whom a delinquency petition was filed and authorized during the program period and one-year following termination from the program.

To:

2.6 Grantor shall submit an annual report on the progress of the work. The annual report is due to HVCW by September 1st of each year of the Agreement and shall include: Description of services delivered, number of youth serviced, number of youth successfully completing the program, number of youth continuing services, number of youth escalated to out-of-home placement during the program, number of youth moved to placement post-care, program length of stay, cost of the services, and qualitative impacts of the service (i.e. abstinence from illegal substances, academic improvements, school attendance, etc.).

5. Section 2.7 is changed from:

2.7 Grantor shall use all payments made by Grantee pursuant to Section 3.3 for the purpose of funding the Work, as set forth in the budget contained in Attachment B.

To:

2.7 Grantor shall use all payments made by Grantee pursuant to Section 3.3 for the purpose of funding the Work for Child Care Fund eligible children and youth, and as set forth in the budget contained in Appendix B-1. Grantor funds, once deposited to the Child Care Fund, may be expended only for Child Care Fund eligible youth and services.

6. Section 3.1 is modified from:

3.1 Upon receipt of the Grant Funds provided pursuant to section 2.1 of this Agreement, Grantee shall deposit the Grant funds into the child Care fund. Grant funds shall be used only to fund the programs and/or services described in Attachment A.

To:

3.1 Upon receipt of the Grant Funds provided pursuant to section 2.1 of this Agreement, Grantee shall deposit the Grant funds into the child Care fund. Grant funds shall be used only to fund the programs and/or services described in Appendix A-1.

7. Section 3.2 is modified from:

3.2 Grantee shall apply for reimbursement of payments ("Matching Funds") made from the Child Care Fund for the Work described in Attachment A, in a total amount not to exceed **\$250,000.00**, the amount which is 50% of the maximum five-year contract budget of **\$500,000.00**. Grantee shall apply for reimbursement of Child Care Fund expenditures that are eligible under state law. The total CCF budget amount of **\$500,000.00** is a combination of grant funds deposited into the Child Care Fund and reimbursements from the State of Michigan for funds expended from the Child Care Fund.

To:

3.2 Grantee shall apply for reimbursement of payments ("Matching Funds") made from the Child Care Fund for the Work described in Appendix A-1, in a total amount not to exceed **\$325,000.00**, the amount which is 50% of the maximum six and one half-year contract budget of **\$650,000.00**. Grantee shall apply for reimbursement of Child Care Fund expenditures that are eligible under state law. The total CCF budget amount of **\$650,000.00** is a combination of grant funds deposited into the Child Care Fund and reimbursements from the State of Michigan for funds expended from the Child Care Fund.

8. Article V, Insurance and Indemnification is deleted in its entirety. Substitute the following:

Grantor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Grantor, his agents, representatives, employees or subGrantors.

Minimum Scope and limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Grantor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Grantor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. If the Grantor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Grantor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Additional Insured Status

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Grantor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Grantor's insurance (at

least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Grantor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Grantor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Grantor hereby grants to County a waiver of any right to subrogation which any insurer of said Grantor may acquire against the County by virtue of the payment of any loss under such insurance. Grantor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Grantor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Grantor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of work.

Verification of Coverage

Grantor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Grantor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. Add a new Article XI as follows:

CRIMINAL BACKGROUND CHECK

11.1 As a condition of this Agreement, the Grantor certifies that it shall, prior to any individual performing work under this Agreement, conduct or cause to be conducted for each new employee, subcontractor, subcontractor employee, or volunteer who works directly with:

- A. Children or youth under this Agreement, or who has access to information regarding children or youth under this Agreement, an Internet Criminal History Access Tool (ICHAT) check and a National and State Sex Offender Registry check.

Information about ICHAT can be found at <http://apps.michigan.gov/ichat>.

The Michigan Public Sex Offender Registry website address is <http://www.mipsor.state.mi.us>.

The National Sex Offender Public Web site address is <http://www.nsopw.gov>.

- B. Children under this Agreement, a Central Registry (CR) check. Information about CR can be found at http://www.mi.gov/dhs/0,1607,7-124-5452_7119_48330-180331--,00.html.

11.2 The Grantor shall require each new employee, subcontractor, subcontractor employee, or volunteer who works directly with children or youth under this Agreement or who has access to information regarding children or youth under this Agreement to notify the Grantor in writing of criminal convictions (felony or misdemeanor) and/or pending felony charges or placement on the Central Registry as a perpetrator at hire or within 10 days of the event after hiring.

11.3 The Grantor shall require each new employee, subcontractor, subcontractor employee or volunteer who works directly with children or youth under this Agreement or who has access to information regarding children or youth under this Agreement and who has not resided or lived in Michigan for each of the previous 10 years to sign a waiver attesting to the fact that they have never been convicted of a felony or identified as a perpetrator, or if they have, the nature and recency of the felony.

11.4 The Grantor further certifies that it shall not submit claims for or assign duties under this Agreement to any new employee, subcontractor, subcontractor employee, or volunteer after a determination by the Grantor or the Grantee that the results of a positive ICHAT and/or a CR response or reported criminal felony conviction or perpetrator identification make the individual ineligible to provide the services.

11.5 The Grantor must have a written policy describing the criteria on which its determinations shall be made and must document the basis for each determination. The Grantor may consider the recency and type of crime when making a determination. Failure to comply with this provision may be cause for immediate cancellation of this Agreement. In addition, the Grantor must further have a written policy setting forth acceptable and clearly defined screening practices applicable to new staff members and volunteers who have direct access to children or youth and/or personal information regarding children or youth, for the purpose of protecting the organization and the children or youth it serves. The Grantor must also assure that any subcontractors have both of these written policies.

11.6 If the Grantor determines that an individual provided services under this Agreement for any period prior to completion of the required checks as described above, the Grantor may require repayment of that individual's salary, fringe benefits, and all related costs of employment for the period that the required checks had not been completed.

10. Article X, Termination is deleted in its entirety and replaced by the following:

10.1 This contract shall commence December 1, 2011 and continue until May 31, 2018 unless extended by mutual written agreement or terminated as provided at 10.2 or 10.3 of this agreement.

10.2 Grantee has the right to terminate the Agreement if Grant Funds are not deposited consistently according to the Deposit Schedule, Grantor fails to meet the minimum deposit amount, Grantor fails to meet Child Care fund eligibility, Grantor does not meet its annual Grant Fund deposit amount, if business conditions have changed whereby Grantor can no longer meet the minimum level of service expectation, or if the lack of funding negatively affects Grantor's ability to perform the services to be provided in this Agreement.

10.3 The County may terminate this Contract if the Grantor is in default of any of its obligations under the Contract, or has failed to comply with any of the material terms and conditions of this Contract, by giving written notice to the Contractor.

Before the County exercises its right to declare the Grantor in default, the County must give the Grantor Notice of its default status and the reasons for such status. The Grantor shall not be afforded an opportunity to cure the default in circumstances involving the health and welfare of a youth or wrongful use of Child Care Funds.

If the Grantor is afforded an opportunity to cure and does not cure the default within five (5) working days, the Contract is deemed terminated twenty-five (25) days after the date of the Notice. If after Notice, the County determines that the Grantor was not in default, the rights and obligations of the parties are the same as if the Notice had not been issued. Upon terminating the Contract, County shall not incur any further liability to Grantor, except as provided in this Article, which sets forth Grantor's exclusive remedies. The County may procure, upon such terms and in such manner as the County may deem appropriate, Services similar to those terminated, and the Grantor shall be liable to the County for any costs to obtain and transition similar services, provided the Grantor shall continue the performance of this Contract to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Contractor shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Contract. Such expenses shall be deducted from any monies due or which may become due the Grantor under the Contract. If such expense exceeds the sum which would have been payable under the Contract, then the Grantor shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may offset such a deficiency against the compensation to be paid the Grantor in any concurrent, successive or future contracts between the parties. All excess reprourement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise. The rights and remedies of the County are not exclusive and are in addition to any other rights and remedies provided by law, including the collection of liquidated damages. The Grantor shall be liable to the County for any damages the County sustains by virtue of the Grantor's breach or any reasonable costs the County might incur in enforcing or attempting to enforce this Contract. Such costs shall include costs to secure the deliverables from another contractor, reasonable fees and expenses for attorneys, expert witnesses and other consultants.

10.4 After receipt of a Notice of Termination and except as otherwise directed by the County, the Grantor must:

- A. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional contract funds for payroll costs and other costs beyond the date as the County specifies.
- C. As of the date the termination is effective, present all Contract records and submit to the County the records, data, notes, reports, discs, and documents ("Records") as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.

- D. Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract.
- E. Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Contract as is not terminated;
- F. Terminate all orders and subcontracts to the extent that they relate to the portion of work so terminated;
- G. Submit within thirty (30) days a listing of all creditors, subcontractors, lessors, and other parties with which the Grantor has incurred financial obligations pursuant to the Contract.

10.5 Upon termination of this Contract, all Records prepared by the Grantor pursuant to, in anticipation of or in furtherance of this Contract shall, at the option of the County, become the County's exclusive property, whether or not said Records are in the possession of the Grantor. The Records shall be free from any claim or retention of rights on the part of the Contractor except as specifically provided in this Contract. The County shall return all property of the Grantor to the Grantor.

10.6 Any intentional failure or delay by the Grantor to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Grantor shall pay the County fifty (\$50.00) dollars per day as liquidated damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records, to which the Grantor hereby consents, as well as all applicable damages and costs. The County shall have unrestricted use of the Records for the purpose of completing the services.

10.7 Access to the records prior to delivery must be restricted to authorized representatives of the County and the Grantor. The Grantor has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

10.8 In addition, each party will assist the other party in the orderly termination of this Contract and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

11. Add a new Article XII, as follows:

XII. ACCESS TO RECORDS

12.1 The Grantor and its subcontractors, if any, shall maintain complete books, ledgers, journals, accounts, or other records regarding its performance of the services under this contract. The Grantor and its subcontractors shall keep the records according to generally accepted accounting practices and for a minimum of 3 years after the contract's termination and completion.

12.2 The Grantee and the Wayne County Legislative Auditor General ("WCLAS"), as well as the State of Michigan and the federal government, shall have the right, as they deem necessary, to examine and audit all books, records, documents and other supporting data, including bank records, of the Grantor, or of any subcontractors or agents, rendering services under this contract, whether direct or indirect, for the purpose of assuring compliance with the contract and state/federal law, evaluating the services provided under this contract and/or of evaluating the cost or pricing data submitted by the Grantor. The Grantor shall include a similar covenant allowing for audit by the Grantee and the WCLAS, as well as State of Michigan and federal government, in any contract it has with any subcontractor, consultant or agent whose services will be charged directly or indirectly to the

Grantee. The Grantee may delay payment to the Grantor, without penalty or interest, pending the results of any such audit.

12.3 The Grantor shall allow representatives of the Grantee to inspect the Grantor's place of work, the locations where work is performed under this contract, or both, to ascertain that the Grantor is properly performing the services. The inspections may be made at any time during normal business hours of the Grantor. If, in the course of the inspections, the representatives of the Grantee should note any deficiencies in the performance of the services of the Grantor, it shall report said deficiencies to the Grantor in writing. The Grantor shall remedy and correct any reported deficiencies within 10 days after notification by the Grantee, or within such other time frame as agreed upon by duly authorized representatives of the Grantee and the Grantor.

12.4 If, as a result of any audit conducted by or for the Grantee, WCLAG, State of Michigan or federal agency relating to the Grantor's performance under this contract, a discrepancy should arise as to the amount of compensation due the Grantor, the Grantee may retain the amount of compensation in question from any funds allocated to the Grantor but not yet disbursed under the contract. Should a deficiency still exist, the Grantee may offset such a deficiency against the compensation to be paid the Grantor in any successive or future contracts between the parties.

12. Add a new Article XIII, Consent Agreement as follows:

XIII. COMPLIANCE WITH CONSENT AGREEMENT

13.1 The parties acknowledge that this Contract is subject to Public Act 436 of 2012, MCL 141.1541 to 141.1575 ("Act") and the Consent Agreement between the County and the State Treasurer N.A. Khouri from August 21, 2015 through October 18, 2016 ("Consent Agreement Effective Period").

13.2 Upon written request of the County, the Contractor shall promptly and fully provide all necessary and requested assistance and information under the Consent Agreement and under the Act.

13.3 The Contractor shall promptly provide notice to the County Executive if the Contractor receives a request for assistance by an officer, employee, agency or contractor of the State Department of Treasury.

13.4 The Contractor shall promptly provide notice to the County Executive of knowledge or information of any action or omission that could be considered, or that could lead to, a failure to comply with or breach of the Consent Agreement or of a violation of state or federal law with respect to a matter relating to the Consent Agreement, including the Open Meetings Act, 1976 PA 267, the Uniform Budget and Accounting Act, 1968 PA 2, or the Emergency Municipal Loan Act, 1980 PA 243, by the County, the County Commission, the County Executive, or another officer of the County, during the Consent Agreement Effective Period.

13.5 To satisfy Sections 37.03 and 37.04, the Contractor shall immediately provide notice to the County Executive by sending an email to toconsentagreement@waynecounty.com or by completing the submission form found at www.waynecounty.com/mb/consent-agreement.htm.

13.6 If this Contract is considered "Debt" under the terms of the Consent Agreement, it may not be executed or submitted to the County Executive or County Commission for approval until it has been submitted to the County Chief Financial Officer for approval and verification that the required State Treasurer's approval has been received.

13. Add a new Article XIV, Miscellaneous as follows:

14.1 The Grantor covenants that it is not, and will not become, in arrears to the County upon any contract, debt, or any other obligation to the County, including real property and personal property taxes.

14.2 Articles titled Access To Records, Insurance and Indemnification survive termination of the Agreement.

14.3 All the provisions of this Agreement are "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions are used in each provision.

14.4 If any Affiliate of the Grantor takes any action which, if done by the Grantor, would constitute a breach of this Agreement, the action is deemed a breach by the Grantor. "Affiliate" is a "parent", subsidiary or other company controlling, controlled by or in common control with the Grantor.

14.5 Neither party is responsible for force majeure events. If there is a dispute between the parties with regard to what constitutes a force majeure event, the County's reasonable determination is controlling.

14.6 Unless the context otherwise requires, the words, "herein", "hereof" and "hereunder", and other words of similar import, refer to this Agreement as a whole and not to any particular article, section, or other subdivision.

14.7 The headings of the articles in this Agreement are for convenience only and must not be used to construe or interpret the scope or intent of this Agreement or in any way affect the Agreement.

14.8 As used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

14.9 The Grantor warrants that any products sold or processes used in the performance of this Agreement do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. If a third party makes a claim against the County, the County must promptly notify the Grantor. The Grantor must defend the claim in the name of the County, at the Grantor's expense. The Grantor must indemnify the County against any loss, cost, expense or liability arising out of the claim, whether or not the claim is successful.

14.10 No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach, constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

14.11 The Grantor shall secure all permits necessary to perform the services and shall comply with all statutes, ordinance, and laws.

14.12 If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

14.13 This document, including the Appendices, contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth.

14.14 The County or the Grantor may contract with other firms providing the same or similar services so long as the Grantor's obligations to the County contained in this Agreement will not be affected in any manner.

14.15 If the division of Human Relations determines that the Grantor has not made a full disclosure in its affidavit regarding its investments in, support or profit in some manner from the institution of slavery, that failure shall constitute a substantial breach of this Agreement, sufficient to warrant rescission of the Agreement, the institution of liquidated damages, and debarment from any further business with the County.

14.16 If there is any dispute between the parties regarding the extent and character of the services to be performed, the interpretation and determination of the County governs.

14.17 The Grantor must comply with and must require its employees to comply with all applicable laws and regulations. The Grantor must hold the County harmless with respect to any damages arising from any violations of this Article by it or its employees.

14.18 The relationship of the parties is, and shall be, that of grantor and grantee. No relationship whatsoever, including but not limited to agency and privity of contract, shall be deemed to exist between Grantee and Grantor's employees, contractors, subcontractors, or agents as a result of or in connection with this Agreement. No third-party benefits shall arise as a result of or in connection with this Agreement.

14.19 Any amendment to this Agreement must be in writing, and signed by a duly authorized representative of each party.

15. Appendix A, Scope of Services, Section III, first sentence, is modified from

The Wayne County Department of Children and Family Services is committed to the reduction of youth crime by providing early intervention and diversion services to youth who are in danger of entry or have entered into the juvenile justice system.

TO:

The Wayne County Department of Health, Veterans and Community Wellness is committed to the reduction of youth crime by providing early intervention and diversion services to youth who are in danger of entry or have entered into the juvenile justice system.

16. Appendix B, Compensation is deleted in its entirety and replaced with the attached Appendix B-1 Compensation.
17. All other terms and conditions of the Contract shall remain in full force and effect.
18. Each party warrants that its agent signing this Modification is authorized to bind its principal
19. This Modification is subject to the County's policies regarding amendment of contracts
20. This Modification shall become part of the Contract between the parties and shall become effective upon review and approval by the Wayne County Commission and execution by the Wayne County Executive.

DON BOSCO HALL

By: Charles J. Smell

Its: President/CEO

Date: 11/17/16

COUNTY OF WAYNE

By: Warren C. Evans

Its: Wayne County Executive

Date:

APPROVED AS TO FORM

11/17/16
Department of Corporation Counsel

310461
Rev11/3/16

APPENDIX A-1 SCOPE OF SERVICES

I. Mission Statement

Don Bosco Hall is a private non-profit agency, which provides supportive human services to enhance the quality of life for youth, and their families residing in the Metropolitan Detroit-Wayne County Community. Don Bosco Hall will utilize the most effective therapeutic modalities and interventions available to achieve the desired outcomes for the client populations it serves. The agency's service delivery systems will focus on family reunification, youth rehabilitation, youth protective services, mentorship, recreation and preparing youth with the interpersonal, technological and educational skills which enhance their ability to reach their greatest potential.

The agency will collaborate with other community organizations and businesses to provide an effective network of services to the local community. Don Bosco Hall is committed to advocate for social and child welfare policy reforms and practices that will have supportive outcomes for youth and families. All of Don Bosco Hall's services will carry out the Catholic Charities / Archdiocese of Detroit's mission of effective professional and Christian social services to respond to human needs through human needs through direct service and advocacy.

II. Targeted Population

All referred youth must have a complaint filed by the parent, with the Wayne County Juvenile Court System or ticket from law enforcement. The following are youth eligible for services.

1. Diversion Youth - Status and misdemeanor offenders, less than 17 years of age, who have been assigned to the Court's Informal Docket; pursuant to MCL 722.825(1); MSA 25-243(55)(1);
2. Correct Course Youth - Adjudicated juveniles less than 17 years of age, who have been referred to the program by the Wayne County Prosecutor's Office.
3. At-Risk Youth - Juveniles who are not older than 17 years and no younger than 7 years old and are in danger of entry into the juvenile justice system; as defined in the Wayne County Ordinance 96-86 [Revised] 2-16-96.
4. Youth serviced by Contractor will reside in the following zip codes: 48223, 49227, and 48228.
5. Number of Child Care Fund eligible youth to be served per fiscal year = 60

III. Approved Services

The Wayne County Department of Health, Veterans and Community Wellness is committed to the reduction of youth crime by providing early intervention and diversion services to youth who are in danger of entry or have entered into the juvenile justice system. Services will target youth that are between the ages of 7 and 17. The following are the approved services for Contractor:

Don Bosco Hall (DBH) proposes to provide intensive social skill, character and leadership development services to sixty (60) of the two hundred (200) Cody High School students serviced in the school time support program. Referred students will participate in weekly group

sessions, bi-weekly individual counseling sessions and will participate in recreational, educational and cultural activities at the DBH Community Resource Center. Students will be identified by referrals from parents, teachers, administrators, or self-referrals. DBH will establish service guidelines and a referral process to be available to students, parents and Cody High School personnel.

Male students will be transported by DBH from Cody High School to the Community Resource Center and returned to the school once per week (12:30pm to 2:30pm) for group sessions and lunch. The service schedule will be as follows:

- Monday-9th Graders
- Tuesday-10th Graders
- Wednesdays- 11th Graders

Female students will be transported by DBH from Cody High School to the Community Resource Center and returned to school once per week (12:30pm to 2:30pm) for group sessions and lunch. The service schedule is as follows:

- Tuesday-9th Graders
- Wednesday-10th Graders
- Thursday- 11th Graders
- Friday-GirlTechies Group

The objective of the GirlTechies Group Initiative is to offer high school students a shared opportunity to receive materials and information that they request in an open workshop setting for learning and social development. Included will be training sessions selected to enrich and expose participants in subject matter prevalent to their growth and maturation. Throughout the program, relationships will develop that will build respect, extend genuine communication skills and motivate a support system for their success. The Friday GirlTechie students will learn to use tools and methods in animation and multimedia that will assist them to find their creative vision within the animation and multimedia development process.

Each session will range from 60 to 90 minutes. There will be instructors, individual consultants, professionals, authors, agency representatives and DBH partner agencies to provide the group facilitation, workshop presentations, open discussions and peer presenters. The various sessions will offer the students an active learning environment without the limitations of a classroom setting. To maintain their interest; surveys, polling and interest investigations will occur on an ongoing basis to insure their interests are being captured. The final program activity will include a certificate and folder for each student.

All students will have the opportunity to participate in comprehensive after school and summer programming at The DBH Community Resource Center, including the areas of health and fitness, educational enrichment, leadership development, technology, art and culture, music, dance and community service. To complement these programs, the DBH Community Resource Center has provided space for supplemental service programs to facilitate basic level wraparound services in the areas of delinquency prevention, male leadership and workforce development.

IV. Staffing and Professional Requirements

- A. All individual counseling sessions shall be conducted by a counselor/social service worker that possesses, at least, a Bachelor's degree with a major in social work, sociology, psychology, guidance and counseling or criminal justice.
- B. The case manager supervisor shall possess one of the following:
 - 1. At least a bachelor's degree in sociology, social work, guidance and counseling, psychology or criminal justice, and 4 years experience as a case manager in a childcare organization. Two years of the four years shall be in a child-placing agency.
 - 2. A master's degree in social work and one year of experience as a case manager.
 - 3. A master's degree in sociology, psychology, guidance and counseling or criminal justice and 2 years of experience as a case manager.
- C. The Chief Administrator shall possess one of the following:
 - 1. A master's degree in social work, sociology, psychology, guidance and counseling, criminal justice, education, business administration, or public administration and two years of experience in a child caring institution or child placing agency.
 - 2. A bachelor's degree with a major in social work, sociology, psychology, guidance and counseling, criminal justice, education, business administration, or public administration and 4 years post bachelor's experience in a child caring institution or child placing agency.
- D. The Contractor shall insure sub-contractor's staff receives initial and ongoing training necessary to perform the services in this contract as outlined in their job descriptions. The training shall consist of a minimum of 8 hours per year and shall include information regarding current child placing practices, laws and administrative rules relating to child placing in Michigan.
- E. There shall be a job description for each position identifying duties, qualifications, education, training requirements, and lines of authority. A copy shall be made available to the employee.
- F. No social worker / counselor shall have a caseload greater than a 20 to 1 ratio.
- G. A social worker / counselor shall have at least one face-to-face weekly visit with each youth.

V. Reporting

A. Case Documentation

- 1. A copy of the original complaint and/or petition, which includes evidence of receipt by the court.

2. Initial Treatment Plan that includes a brief history, family assessment and goals with time frames (where appropriate).
3. Individual case plans with time frames (where appropriate).
4. Youth Record Fact Sheet including: the youth's name; date and place of birth; sex, religious affiliation; parent's full name including mother's maiden name; current address and phone number; dates and place of marriage or divorce, if deceased date, place, and cause of death; names, addresses and birth dates of siblings; names and addresses of nearest relatives; and copies of current medical records.
5. Dates of casework visits and contacts with child and family.
6. School reports, including grades, progress reports, and attendance.
7. Reports of psychological tests or psychiatric evaluations and follow-up treatment if available.
8. Parent/ Agency Agreement signed by the youth's parent or legal guardian.
9. Disenrollment Request Form.

B. Program Criteria

1. The Contractor will submit an actual expenditure invoice, narrative report, client roster, and performance summary report to HVCW on a monthly basis. Reports will include: name, age, school, grade level, and zip code of each youth served, type of service provided, duration of service, referral source, number of new case openings, number of case closures, and total youth served year to date.
2. The Contractor shall submit quarterly and annual CCF reports to the Prevention Services Division. The annual report is due within 30 days of the conclusion of the County's fiscal year (September 30th).
3. The Contractor shall record the status of each juvenile on the Wayne County Department of Health, Veterans and Community Wellness, Juvenile Agency Information System (JAIS), according to policy outlined by HVCW. Case Notes/ Progress Notes shall be entered into JAIS on a weekly basis.
4. The Contractor shall offer services at least two times a week for the duration of the contract. The youth must be seen individually both for their initial assessment and at the end of the program to evaluate their progress.
5. The Contractor shall make provisions to service youth within five business days of referral from the Juvenile Assessment Center (JAC).

6. The Contractor shall complete and submit the At-Risk Youth Disenrollment Request Form within five business days of program termination to the Community JAC. This form requires signature by the parent / guardian, youth and agency worker.

VI. Evaluation / Outcomes

DBH will conduct both process and program outcome evaluations. Process evaluation will continuously review adherence to the program design and program integrity. The Program Director and the agency Quality Control Coordinator will have responsibility for this component of evaluation. Processes included in the evaluation include consistency and patterns of, recruitment, intake, program curriculum, and client contact requirements. Process evaluation should answer the following questions:

- Why was the program developed?
- How is the program operated?
- Is the program operating as intended?

Data collection instruments include face sheets, sign in sheets, monthly contact reports, and copies of marketing material.

DBH will utilize surveys, report cards, school records and self-reports to evaluate program effectiveness. All records are available via school personnel given client and parental consents. Data collection shall be facilitated by the program staffs. Collection will be executed in specific time intervals consistent with record availability. Data analysis will be conducted within the same time intervals.

VI. Outcome Monitoring

As outcome data is gathered, organized and analyzed utilizing the above stated processes, the Program Director will have the responsibility of reviewing the information and presenting the information to the agency administrators and funders.

Outcomes

- Increased school advancement from grade to grade
- Improved school grades and standardized test scores
- Increased school attendance
- Decreased youth crime as evidenced by reduced contact with the juvenile justice

VII. Ethics

The Contractor shall complete all Ethics in Contracting Vendor Forms and submit completed forms with the signed contract.

**APPENDIX B-1
COMPENSATION
Don Bosco Hall
First Contact Agency**

Total compensation for the six and one half year contract is **\$650,000.00**. All funds for this contract will be awarded to the Contractor for First Contact Initiative services.

1. The remaining contract term projected budget (eligible Child Care Fund donated funds and CCF reimbursement combined) will be \$150,000.00.
2. Name, description, price and number of service units for each unit in the table below:

Name of Service Unit	Average Duration/Frequency of Service	Unit Price	Projected Number of Units Per Year
Community Based Counseling	2 hrs.	\$75.00	540
Afterschool Programming	2 hrs.	\$90.00	1100
Tutoring	2 hrs.	\$75.00	1100

I. Funding Source

The funds for this contract are derived from the Contractor donation into the Wayne County Child Care Fund and a 50% match from Michigan Department of Health and Human Services.

Payment Calculation and Distribution

- A. Compensation shall be calculated from the actual number of units of service provided at the rates defined above, as recorded on and approved on JAIS, for CCF-eligible youth only. The Contractor shall be reimbursed for services rendered in the prior month, throughout the term of the contract.
- B. Up to 32 units of service will be authorized for each youth upon initial JAIS registration, up to a maximum allowable cost per youth of \$ 2880.00.
 1. Additional units of service: The Contractor must obtain separate approval from the Juvenile Assessment Center for additional units of service.
 2. Increase in maximum allowable cost per youth: In its sole discretion, the Grantee may, on a case-by-case basis, approve an increase in the maximum allowable cost per youth.
- C. The Contractor will be responsible for preparation of invoices in a format specified by HVCW. The Contractor is responsible for compensation to any subcontracted providers.
- D. The Contractor must have sufficient funds on deposit from which to support 50% for each monthly payment amount.

II. Limitations Upon the County's Payment Obligations

- A. The obligations of the County to make the payments required under this contract will be subject to and conditional upon the appropriation of funds for such purposes by the Wayne County Commission and upon the approval of the Wayne County Annual Child Care Fund Plan by the Michigan Department of Health and Human Services.
- B. When it has been determined through exception, independent audit or otherwise that there has been an overpayment, the County will recover the overpayment from the Contractor. The County will establish a schedule to recoup overpayments, including adjustments to future payments owed to the Contractor. Overpayments may be recovered for any period, at the sole discretion of Wayne County. Overpayments will be defined to include any payments that are subsequently determined to be not eligible for CCF reimbursement.
- C. Every effort must be made by the Contractor to review, request and resolve any payment adjustments for each submitted monthly invoice prior to submission of the next month's invoice. Payment adjustments must be submitted to HVCW within 180 consecutive calendar days from the date of actual service delivery. Contractor invoices for a payment adjustment delivered more than 180 calendar days from the date the original invoice was received by HVCW shall not be reimbursed.

III. Reimbursement from Other Sources

- A. Except as provided by this contract, payments to the Contractor constitute full payment for all covered services (whether performed by the Contractor or subcontractors) and all other obligations of the Contractor under this contract.
- B. Compensation to the Contractor for the provision of services cannot be billed to another funding source. The Contractor cannot bill more than one fund source for the provision of a covered service. All youth and services must meet the eligibility requirements for the Child Care Fund.
- C. The Contractor shall not accept and shall prohibit its subcontractors from accepting or requiring any reimbursement from an eligible juvenile, or their families, for covered services provided under this contract.

IV. Billing

- A. The Contractor shall submit an authorized unit rate invoice and client roster for all youth eligible for the Child Care Fund by the 15th of the preceding month to HVCW, 500 Griswold, 10th Floor, Detroit, MI 48226. The invoice shall include a Monthly Statement of Expenditures, Monthly Performance Summary, Monthly Narrative Report and a Monthly Client Report. The Contractor client roster shall include: youth name, JAIS number, dates of service, types of service units provided, number of service units provided, and unit rate per service provided. Only CCF eligible youth and service delivery costs specific to these youths may be reported on the invoice.
- B. The Contractor shall certify monthly that donated revenue for 50% Child Care Fund reimbursement is separate and apart from other revenues when submitting invoices.
- C. The Contractor shall certify monthly that it has the capacity to fund additional costs necessary to comply with Child Care Fund service requirements when submitting invoices.
- D. The Contractor shall operate on a reimbursement based payment schedule where the vendor pays for all services first and then obtains 50% reimbursement from the county.
- E. Contractor shall monthly certify the source of its donated revenue.

- F. Contractor must submit annual audit and 990 (tax return) each year of the contract term.
- G. Contractor shall annually certify the source of its donated revenue.

V. Annual Deposit Schedule

A. The Grantor shall make monthly Grant Fund deposits for each year of the Agreement according to the following schedule and subject to Sections 2.1 and 2.2 of this Agreement. Grantee, in its discretion and after consultation with the Grantor, may adjust the monthly deposit amounts to conform to changes in the Grantor's fundraising experience or when the number of children served has varied dependent on the type of service, provided the total annual amount to be provided by the Grantor shall not exceed \$50,000.00 per twelve month period.

Deposit Date	Deposit Amount	Number of Service Units
December 1, 2016	\$4,166.67	228
January 1, 2017	\$4,166.67	228
February 1, 2017	\$4,166.67	228
March 1, 2017	\$4,166.67	228
April 1, 2017	\$4,166.67	228
May 1, 2017	\$4,166.67	228
June 1, 2017	\$4,166.67	228
July 1, 2017	\$4,166.67	228
August 1, 2017	\$4,166.67	228
September 1, 2017	\$4,166.67	228
October 1, 2017	\$4,166.67	228
November 1, 2017	\$4,166.67	228
December 1, 2017	\$4,166.67	228
January 1, 2018	\$4,166.67	228
February 1, 2018	\$4,166.67	228
March 1, 2018	\$4,166.67	228
April 1, 2018	\$4,166.67	228
May 1, 2018	\$4,166.67	228