

SERVICE CONTRACT
Prevention and Training Services LLC (V#7661)

AGREEMENT is made this 1st day of June 2023, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County") and Prevention and Training Services LLC, dba James Edward Henderson Jr, located at 252 S Waverly Rd, Lansing, MI 48917 ("Contractor")

In consideration of the promises below, the parties mutually agree as follows

ARTICLE I - SCOPE OF SERVICES

The Contractor will provide programming for men who have caused harm to an intimate partner or child. The groups will address the underlying causes of men's choices to use violence. The programming will be provided in the jail and in the community.

The Consultant will provide one – 2-hour group twice weekly for incarcerated men in the Washtenaw County Jail.

The Consultant will provide one – 2-hour group once weekly for men in the community.

The Consultant will track referrals, attendance, and completions for each group and will provide detailed accounts to WCSO monthly.

The Consultant will keep client records that include necessary release of information documents, intake forms, and progress notes and will make said files available to WCSO upon request.

The Consultant will notify WCSO when individuals fail to attend group, are terminated, or successfully complete the program.

The Consultant will provide progress information and coordinate services with the Reentry Services team on specific cases being supervised by WCSO Reentry.

The Consultant will provide WCSO monthly invoices that detail the number of groups conducted in the jail and in the community.

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an annual amount not to exceed Fifty-Seven Thousand Dollars and 00/100 (\$57,000.00).

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to Renee Casey and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies

ARTICLE IV – TERM

This contract begins on the date of this agreement and ends on May 31, 2024, with an option to extend for two (2) additional one (1) year periods

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval

Section 3 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii

ARTICLE VI - INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE VII - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor

ARTICLE VIII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance

- 1 Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee
- 2 Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract
- 3 Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract

Insurance companies, named insured's and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator Such approval shall not be unreasonably withheld Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended Contractor shall furnish the certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract Certificates shall be addressed to the Washtenaw County c/o Washtenaw County Sheriff's Office, ATTN Business Services, 2201 Hogback Road, Ann Arbor MI 48105, and Contract # 54961, and shall provide for written notice to the Certificate holder of cancellation of coverage

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act

ARTICLE X - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XI - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XII - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to Employment, upgrading, demotion or transfer, recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XIII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract

with the County to pay their employees under that contract, a minimum of either \$15.90 per hour with benefits or \$17.73 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2024 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIV - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVI - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVIII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XIX - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XX - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXI - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXII - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXIII – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement

ATTESTED TO:

WASHTENAW COUNTY

By: *Lawrence Kestenbaum* 08/02/2023
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: *Gregory Dill* 07/25/2023
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT

CONTRACTOR

By: *Jerry Clayton* (DATE)
Jerry Clayton (DATE)
Sheriff

By: *James E. Henderson* (DATE) 6/7/2023
James E. Henderson, MSW (DATE)
Director

APPROVED AS TO FORM

By: *Michelle K. Billard* 07/24/2023
Michelle K Billard (DATE)
Office of Corporation Counsel

CR 54961.0

JUNE 2023



IPV INTERVENTION PROGRAM BID PROPOSAL

To,
Aaron Sukanuma
Reentry Coordinator

Washtenaw County
Sheriff's Office
2201 Hogback rd
Ann Arbor MI 48105

By,
James E. Henderson MSW
Director

Prevention and
Training Services LLC.
252 S Waverly Rd
Lansing MI 48917



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Formal Letter

In response to our conversation about providing programing specifically designed for men who have caused harm to an intimate partner or child I James Henderson Director of Prevention and Training Services LLC. would like to express my interest in undertaking the project.

Being a provider of domestic violence intervention for more than 25 years, and having been trained in over 10 models from around the world I've had the opportunity to gain practical insight on intervention theory, offender management and most importantly victim and community safety

I believe through combining your experience, and our knowlege and expertise we can implement in-person jail and community groups that address the underlining causes of mens choices to use violence. As an added bonus for men in community supervision without transportation or jobs hour that conflict with our Inperson meetings, men could attended one of our many telehealth groups already being attended by Washtenaw County probationers. In this proposal, we've added a rough budget for the project to give you an overview of the probable expenses. If you find our bid convincing, we shall be glad to come for a site visit where we can settled on date's and survey your your groups rooms

We encourage you to visit www.patslansing.com

Sincerely,

James E. Henderson Jr MSW
Executive Director
Prevention and Training
Services LLC.
James@patslansing.com



Budget



Jail Groups

- ▶ 2 hour group 2X per wk
- ▶ 12 men per gp (approx.)
- \$360 per session.



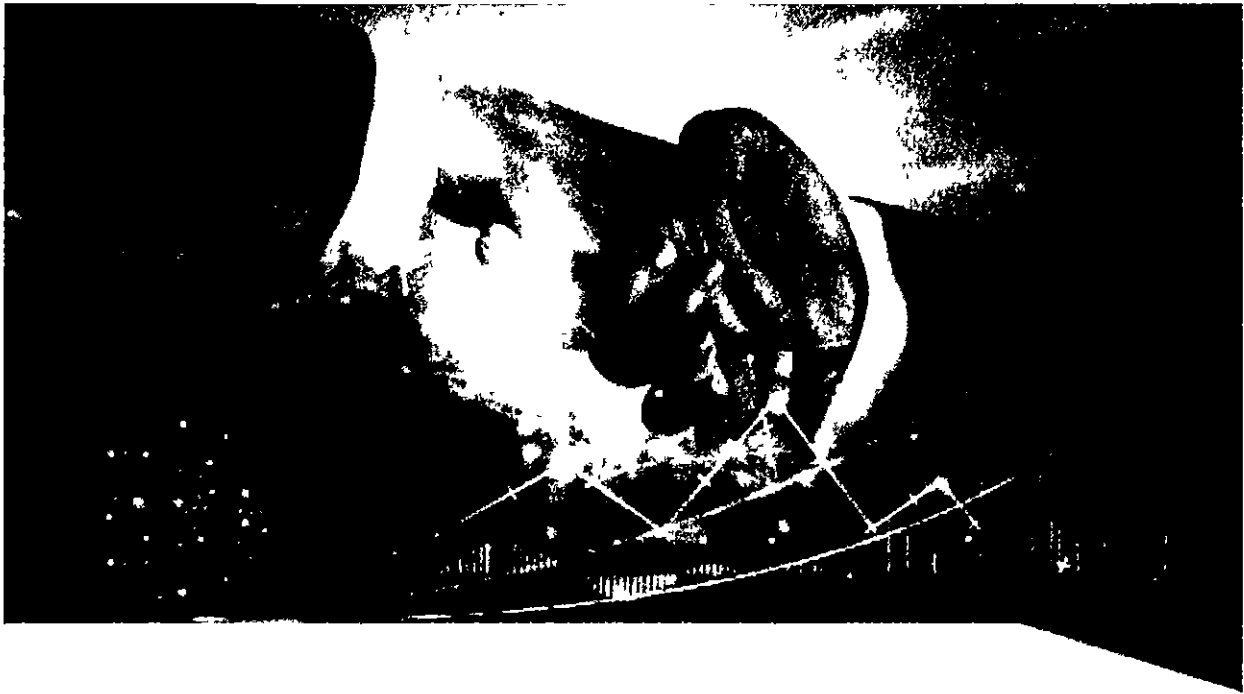
Community Groups

- 2 hour group 1X per wk
- 12/15 men per group (approx.)
- \$360 per session



Telehealth

- \$30/group per individual



Conditions

- **Prevention and Training Services LLC is a Batterer Intervention Services Coalition (BISC-MI) certified program within the state of Michigan and applies evidence-based and evidence informed intervention to people who have caused harm, while keeping victim and community safety at the forefront of all interventions.**
- **Prevention and Training Services LLC agrees to abide by all applicable state and federal regulations and regarding confidentiality and client records. ReliaTrax, our data management system is designed to comply with HIPAA guidelines to insure client confidentiality.**
 - **Encrypted transmission of client sensitive information.**
- **System users have access only to information allowed by their role (receptionist, counselor, administrator, superuser, guest)**
 - **Client data is stored in a password protected database.**



Who We Are:

At DYNAH Education and Consulting, we're in the business of empowering individuals with employment barriers to secure job opportunities that highlight their strengths and align with their interests. We work to prepare others for work. Our time is spent facilitating pre-employment workshops, supporting individuals in their job search and application process, working with community employers, and investing energy into promoting inclusivity in the workplace

As a facilitator, I have worked with individuals facing employment barriers for the past year and a half, including previous workshops through Washtenaw County Jail. I have employment experience in a wide variety of fields including retail, sales, marketing, construction, non-profit, and education. With strong ties to Washtenaw County and the surrounding area, many professional relationships built with employers, and a mission to support those facing challenges to employment and other services, we are well suited to deliver these services in support of participants' employment goals

Proposal:

Job Skills for Success Workshop:

1. DYNAH Education and Consulting (DEAC) facilitator to provide weekly workshops to address foundational soft skills and an introduction to vocational services.
2. Workshop shall run for a 10 week period and occur for a duration of one hour per session.
3. The workshop may be separated into one male session and one female session per week, occurring within a 2 hour time block

Community Support:

1. Participants will have access to meetings with the DEAC facilitator either in public settings (local libraries, coffee shops, etc.) or via phone, email, zoom meetings, etc. Facilitator will carve out time that best aligns with participant's availability which can include evenings/weekends.
2. Time with community support will be spent following up on open job leads, applying for jobs and preparing for interviews with the facilitator

Re-entry Meetings:

1. DEAC facilitator will participate in bi-weekly reentry meetings.
2. The facilitator will communicate with reentry staff to provide necessary updates on participant engagement in Job Skills for Success and Job Club.

Funding Support:

Requested funding support for the period of Fiscal Year 2023-2024: \$15,000 total

Job Skills for Success-

- Support up to 20 (10 per hour time block) participants per 10 week session, 100 total participants per fiscal year
- One facilitator at 46 weeks of service for 2 hours per week
- Submitting monthly reports on attendance and participation
- \$6,500 total

Community Support-

- Will occur weekly in the community for a total of 2 hours
- One DEAC jail facilitator running Community Support up to 92 total hours of community support (interview prep, application submission, etc.)
- Submitting monthly reports on participants' employment progress and engagement
- DEAC to engage in ongoing development of employment opportunities aligned with interest, skill and ability
- \$6,500 total

Re-Entry Meetings:

- DEAC facilitator will participate in bi-weekly re-entry meetings through attending and/or providing updates regarding participation.
- One facilitator at 25 meetings per year
- \$2,000 total



Prevention and Training Services, Inc.
252 S Waverly Rd
Lansing, MI 48917 (517) 323-8149 Fax (517) 323-1653
License # 230019
E-Mail services@patslansing.com
www.patslansing.com

June 08, 2023

To whom it may concern,

Proposal - pricing
2-hour sessions with between 3-12 students \$360

2 Jail groups per week between 3-12 students 2 x 360 = \$720

1 Community group per week between 2-15 students = 360

Community telehealth \$30 per session =

Total minus telehealth per week 1080

1080 times 52 weeks = 56,160

James E. Henderson Jr MSW

Pronouns: he, him, his

Director

Prevention and Training Services, LLC.

252 S. Waverly Rd.

Lansing, MI 48917

P=517-323-8149 ex 1005

F=517-323-1653

E=James@patslansing.com

www.patslansing.com

"My HOPE still is to leave the world a bit better than when I got here."

-Jim Henson

Important This communication is only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under Federal Law 42 CFR, as well as Health Insurance Portability Accountability Act (HIPPA) of 1996, 45 CFR parts 160 & 164, as well as Michigan Law relating to substance abuse treatment MCL 333 6111, 33 6112, & 333 6113. If you are not the intended recipient, or not the employee or agent responsible for delivering the communication to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. ***If you have received this communication in error please notify us and destroy these documents immediately***