

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the “Contract”) is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the “County”), and **Mott Children’s Health Center**, a **Michigan Children’s Health Center** whose principal place of business is located at **806 Turri Place, Flint, MI 48503** (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Term

1.1 Initial Term

The initial term of this Contract commences on **October 1, 2024**, and shall be effective through **September 30, 2025** (the “Initial Term”).

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the “Extension Terms”).

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the “Services”).

3. Compensation

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed \$66,511.00. The Contractor’s projected budget for the Initial Term of this Contract is attached as Exhibit B (the “Budget”). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

- 3.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.
 - 3.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.
 - 3.3 The Contractor must provide to the County quarterly invoices in a form acceptable to the County, along with any supporting documentation such as time sheets and receipts for incurred expenses. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.
4. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. **Contract Administrator**

The contract administrator for this Contract is **[Brad Snyder]** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. **Warranties**

The Contractor warrants that:

- 6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.
- 6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Equipment Purchased with County Funds

9.1 The Contractor shall not purchase Equipment for the performance of this contract using funds provided by the County unless such purchase is clearly identified in a line item in Contractor's Budget.

9.2 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

9.3 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

10. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual identity, gender, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

11. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

12. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

13. Audit Rights

13.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

13.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

14. Identity Theft Prevention

14.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

14.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

15. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided*

at the discretion of the County's Risk Manager or other authorized representative of the County.

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit.-. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Medical Professional Liability Insurance (including Abuse & Molestation) – in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

15.1 Insurance Certificate and Additional Insured Coverage

- 1. Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

- 2. Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

- a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.
- b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

15.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

16. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

17. General Provisions

17.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – The Contractor's Budget

17.1.4. Exhibit C – The Insurance Checklist

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

17.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

17.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

17.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

17.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

17.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

17.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

17.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

17.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

17.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

MOTT CHILDREN'S HEALTH CENTER

COUNTY OF GENESEE

By: _____
Todd Wisely
President, CEO, Mott Children's
Health Center

By: _____
James Avery, Chairperson
Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A

Description of the Services

On behalf of the Genesee County Health Department, Mott Children's Health Center will provide oral health assessments to kindergarten aged children in Genesee County schools in accordance with the guidance from the Michigan Department of Health and Human Services is attached below.

MCHC agrees to:

- **Administrative Duties**
 - Ensure compliance with PA161 and maintain a current Mobile Dental Permit.
 - Conduct oral health assessments for at least 50% of Genesee County kindergarteners eligible for free or reduced lunch.
 - Adhere to all safety and infection control standards during assessments.
 - Maintain and update KOHA database, including entering MDHHS-6067 data and managing patient records.
 - Communicate with parents/guardians of students with urgent or referred dental needs, providing dental referral guides and follow-up support as needed.
 - Ensure HIPAA compliance when mailing, emailing (encrypted), or printing MDHHS-6067 forms.
 - Forward completed MDHHS-6067 forms to billing for patient chart creation.
 - Store and manage MDHHS-6067 forms securely throughout the school year; shred forms after the school year ends.
 - Submit quarterly KOHA reports and invoices to the Genesee County Health Department (GCHD).
 - Annually review and update the GCHD contract and budget.
 - Attend required monthly, quarterly, and program/state meetings for updates and reporting.
- **Hygienist and Dental Assistant Duties**
 - Perform and document oral health assessments in schools.
- **CSR Duties**
 - Contact parents/guardians to confirm dental home status; assist in finding a dental home or scheduling with MCHC for urgent needs.
 - Document all correspondence and make at least three attempts to contact parents/guardians.
 - Provide replacement MDHHS-6067 forms upon request, ensuring compliance with HIPAA guidelines.

GCHD agrees to:

- Serve as the primary KOHA contact for schools and families.
- Spring: Schedule screenings for Kindergarten Registration, School District Events, and Summer Programs across Genesee County.
- Fall: Coordinate with schools housing Kindergarten classes to schedule screenings for children not yet screened.
- Develop and implement an outreach plan to inform families, schools, daycare facilities, and other stakeholders about KOHA.
- Submit quarterly reports to MDHHS.

Kindergarten Oral Health Assessment Program Guidelines

The Michigan Public Health Code requires that all children entering their first year of school have an oral health assessment prior to starting school [[MCL 333.9316](#)]. The Public Health Code also requires that the Michigan Department of Health and Human Services (MDHHS) establish and maintain a dental oral health assessment program in each area of the state served by a local health department (LHD).

To accomplish this, MDHHS funds LHDs to conduct the oral health assessments. This Kindergarten Oral Health Assessment Program (KOHA) guidance is for use by LHDs and any subcontracted dental agency an LHD employs to conduct the oral health assessments.

Roles and Responsibilities

- **Parent(s)/Guardian(s)** are responsible for having their child's dental assessment completed prior to the first day of kindergarten.
- **Schools** facilitate the assessments by communicating the requirement to parents/guardians and by including local health department dental assessment staff in their Roundups or registration events, if available.
- **LHDs** offer no-cost dental assessments to all eligible children within their service area and coordinate events with local schools and pre-K settings.

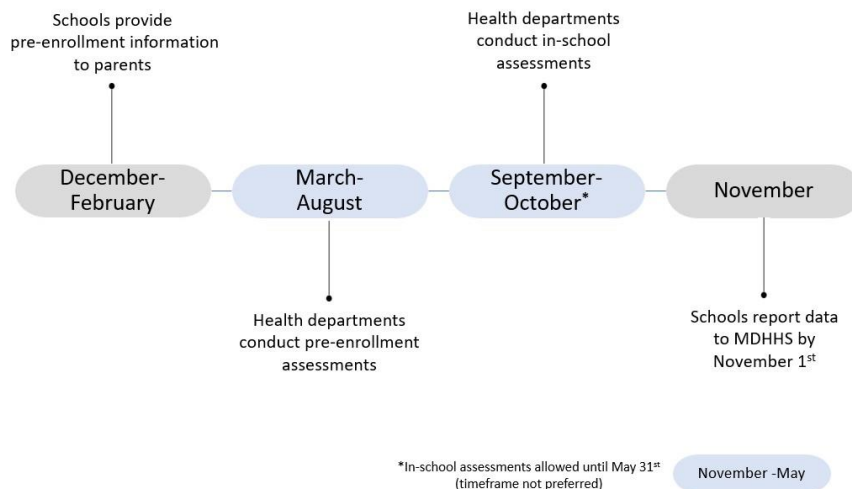
LHD/Subcontractor Legal Requirements

- An LHD must be designated as a grantee health agency under the [PA 161 Program](#) and permitted to operate as a [Mobile Dental Facility](#) within the state of Michigan, unless the LHD subcontracts all assessments to an outside dental agency. Any agency that is subcontracted by an LHD to conduct assessments on its behalf must be both designated as a grantee health agency under the PA 161 Program and permitted to operate as a Mobile Dental Facility within the state of Michigan.
- LHDs and subcontractors must follow all applicable federal, state, and local laws, and all administrative rules, regulations, and ordinances, including those required for their PA 161 designation and mobile dental facility permit approval. This includes, but is not limited to, consideration of the minimum necessary for disclosure under HIPAA, where applicable, and a determination of whether there is a consent/authorization requirement before further disclosing health or other confidential information obtained during the provision of services. Moreover, LHDs and subcontractors shall adopt reasonable security and privacy measures to minimize inadvertent disclosures due to proximity and ensuring to the maximum extent possible under the circumstances that any assessment is done outside the view of and audible range of anyone not involved in the assessment.

Assessments

- The assessments should be offered to all eligible children within an LHD's service area at no cost and regardless of insurance status. Insurance may be billed for the service.
- Parents/guardians can opt-out of a dental assessment by providing a written statement of exemption to the school under Section 9311 of Public Act 368 of 1978 [[MCL 333.9311](#)].
- The assessments must be performed by a Registered Dental Hygienist or Dentist.
- A dental assessment is required before the child's first day of school. Therefore, every effort should be made to assess as many children as possible prior to the start of the kindergarten school year. No assessments should be done earlier than 6 months prior to the start of the kindergarten school year. Assessments should be made available throughout the kindergarten school year for children who did not have an assessment done prior to starting school.

KOHA TIMELINE



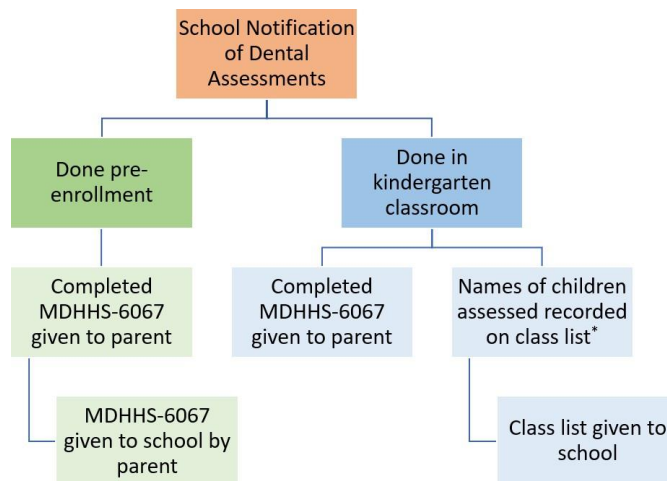
Documentation

- The results of the assessment must be documented on form MDHHS-6067. A copy of the completed, signed form must be provided to the parent/guardian in a manner that reasonably safeguards against accidental disclosure of protected health information.
 - form MDHHS-3305 (Health Appraisal Form) may be used in lieu of MDHHS-6067 **if** the parent/guardian presents it at the time of assessment or a school requires its use. The 3305 Form should be distributed and retained in the same manner as MDHHS-6067.
- The Recommendations portion of MDHHS-6067 must be filled out completely by the person performing the assessment, signed and dated. Only categories of need are documented on the assessment form. The presence of fillings, sealants, silver diamine fluoride, missing teeth, etc is not documented.

- Copies of completed MDHHS-6067 forms should be retained by the agency for the period of time stated in the agency's record retention schedule; these may be kept in paper or electronic format.
- Results of all assessments must be logged into the KOHA database. Contact KOHA program staff for assistance with KOHA database access and utilization.

Notification

- Parent/guardian notification
 - a copy of the completed, signed copy of MDHHS-6067 must be provided to the child's parent/guardian.
 - if a parent/guardian is present for the assessment, a copy of the form should be given directly to the parent/guardian; the parent/guardian is responsible for returning the completed form to the school as proof of the dental assessment.
 - if a parent/guardian is not present for the assessment, the completed form should be provided to the parent/guardian in a manner that reasonably safeguards against accidental disclosure of protected health information.
- School notification
 - copies of completed MDHHS-6067 forms are not provided to schools by LHD/subcontractor staff.
 - when an assessment is done prior to enrollment, regardless of the setting, the parent/guardian submits the completed form to the child's school as proof of the dental assessment.
 - when an assessment is done within an elementary school during the kindergarten school year, notification of assessment is provided to the school by way of a class list. Names of children assessed should be recorded on the Daily Dental Assessment Summary form or similar type of class list. This list should be provided to school personnel.



*Daily Dental Assessment Summary form or similar

Referral / Follow-up

- An agency's referral and follow-up and abuse/neglect protocols in place under its PA 161 Program designation/mobile dentistry permit serve as its respective protocols for KOHA.
- If assessment findings warrant referral for dental treatment, a referral should be provided to the parent/guardian at the time of assessment. If the parent/guardian is not present, the referral should be provided to the parent/guardian in a manner that reasonably safeguards against accidental disclosure of protected health information. The LHD/subcontractor should use its own referral form for this.
- The LHD should develop a list of local dental resources and provide when appropriate. The [Michigan Oral Health Directory](#) lists dental safety-net resources by county.

Training

- All registered dental hygienists performing KOHA assessments must undergo MDHHS KOHA training within 6 months of hire. This applies to all local health department and subcontracted dental agency staff, including contractual/per diem hygienists.

Reporting

- Results of each dental assessment must be entered into the MDHHS KOHA database in a timely manner, no later than the close of the respective quarter.
- The LHD must submit to MDHHS a narrative report of programmatic activities 30 days following the close of each fiscal quarter.

For KOHA Program Assistance

Michele Kawabe, MPH, RDN, CDCES

Kindergarten Oral Health Assessment Program Consultant

Michigan Department of Health and Human Services - Oral Health Unit

(517) 342-4128

kawabem@michigan.gov

For KOHA Database Assistance

Kyle Norman, BS, RDH

Medicaid Outreach and Oral Health Specialist

Michigan Department of Health and Human Services – Oral Health Unit

(517) 285-2305

normank3@michigan.gov

EXHIBIT B
Contractor's Projected Budget
[10/1/24] to [9/30/25]

Mott Children's Health Center
KOHA Contract – October 1, 2024 to September 30, 2025
Budget Plan

	Estimated Plan - 10/1/24 to 9/30/25
Hygienist - Payroll/Fringes	\$ 20,525
Dental Assistant - Payroll/Fringes	\$ 14,580
Clinical Manager - Admin	\$ 19,875
Client Service Rep.	\$ 2,531
<u>Supplies</u>	
Clerical	\$ 1,500
Clinical	\$ 5,000
Travel	\$ 2,500
Total	<u>\$ 66,511</u>

GENESEE COUNTY INSURANCE CHECKLIST

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department, and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.