



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Governmental Operations Committee
Agenda

Wednesday, October 22, 2025

5:30 PM

**324 S.Saginaw St., Bryant "BB"
Nolden Auditorium**

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

[RES-2025-2558](#) Approval of Meeting Minutes - October 8, 2025

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

[25-708](#) Opioid Presentation

[25-762](#) Genesee County Purchasing Policy

VI. OLD BUSINESS

1. [RES-2025-2144](#) Approval of a request to create the Opioid Settlement Steering Team Committee

VII. NEW BUSINESS

1. [RES-2025-1262](#) Approval of the recommendation of Genesee County's Surveyor to appoint members to the Remonumentation Peer Review Committee Members
2. [RES-2025-2305](#) Approval of a contract between Genesee County and Global Vision Technologies, Inc., in an amount not to exceed \$49,833.44, to provide for FamCare software hosting and maintenance; the term of this agreement is October 1, 2025 - September 30, 2026; the cost for this agreement will be paid from account 2920-664.00-801.028

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3. [RES-2025-2410](#) Approval of a purchase order to Printing Systems, Inc. for the fiscal year ending 2026, in an amount not to exceed \$210,000.00, to provide for the printing of ballots for various elections; the cost of this purchase order will be paid from account 1010-215.00-900.008
 4. [RES-2025-2421](#) Approval of an agreement between Genesee County and ESRI, in an amount not to exceed \$45,014.00, to provide for annual software maintenance; the cost of this agreement will be paid from account 1010-246.00-933.001 and 1010-000.00-123.000
 5. [RES-2025-2437](#) Approval of an agreement between Genesee County and Genesee Health System, in an amount not to exceed \$85,000, to provide behavioral health services for youth at the Genesee County Juvenile Justice Center; the term of this agreement is October 1, 2025 through September 30, 2026; the cost of this agreement will be paid from account 2920-356.00-801.028
 6. [RES-2025-2438](#) Approval of an agreement between Genesee County and Genesee Health System, in an amount not to exceed \$65,000, to provide mental health assessments, evaluations, and services for youth on probation; the term of this agreement is October 1, 2025 through September 30, 2026; the cost of this agreement will be paid from account 2920-664.00-868.014
 7. [RES-2025-2444](#) Approval of a grant award from the Michigan State Police, in the amount of \$250,000.00, to provide for a Residential Substance Abuse Treatment program at Genesee County's Jail
 8. [RES-2025-2447](#) Approval of a grant award from the Michigan Department of Health & Human Services, in the amount of \$263,050.00, to provide for responsive services for victims of crime as described in the attached award letter
 9. [RES-2025-2464](#) Approval of an agreement between Genesee County and Genesee Health System, in an amount not to exceed \$340,000.00, to provide multi-systemic therapy and anger management/trauma group therapy at Genesee County's Juvenile Justice Center; the term of this agreement is October 1, 2025 through September 30, 2026; the cost of this agreement will be paid from the accounts listed
 10. [RES-2025-2527](#) Approval of a grant award from the Charles Stewart Mott Foundation, in the amount of \$133,000.00, to provide for demolition assessment at the former Genesee County Administration Building
 11. [RES-2025-2567](#) Approval of a proposed amendment to the Genesee County Board of County Commissioners Bylaws to allow for a consent agenda
 12. [RES-2025-2586](#) Approval of the Process and Timeline for Direct Report Evaluations
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13. [RES-2025-2587](#) Approval of an Evaluation Instrument for the Director of Administration

14. [RES-2025-2588](#) Approval of an Evaluation Instrument for Corporation Counsel

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2558

Agenda Date: 10/22/2025

Agenda #:

Approval of Meeting Minutes - October 8, 2025



GENESEE COUNTY

— M I C H I G A N —

Genesee County Governmental Operations Committee Meeting Minutes

Wednesday, October 8, 2025

5:30 PM

324 S.Saginaw St., Bryant "BB"
Nolden Auditorium

I. CALL TO ORDER

Commissioner Weighill called the meeting to order at 6:50 PM.

II. ROLL CALL

Present: Dale K. Weighill, Shaun Shumaker, Charles Winfrey, Brian K. Flewelling and Delrico J. Loyd

III. APPROVAL OF MINUTES

[RES-2025-2429](#) Approval of Meeting Minutes - September 17, 2025

RESULT: APPROVED

MOVER: Shaun Shumaker

SECONDER: Delrico J. Loyd

Aye: Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

1. [RES-2025-1231](#) Approval of an agreement between Genesee County and Savi, in an amount not to exceed \$180,000.00, to help Genesee County residents identify and apply for student loan repayment and forgiveness programs

RESULT: DENIED

MOVER: Charles Winfrey

SECONDER: Dale K. Weighill

Nay: Chairperson Weighill, Vice Chair Shumaker,
Commissioner Winfrey, Commissioner Flewelling
and Commissioner Loyd

VII. NEW BUSINESS

1. [RES-2025-2296](#) Approval of an agreement between Genesee County and Legal Services of Eastern Michigan, in the amount of \$140,000.00, to provide pre-petition and post-adjudication ancillary legal services involved in child welfare cases; the term of this agreement is from October 1, 2025 through September 30, 2026; the cost of this agreement is budgeted and will be paid from 2915-662.00-801.004

RESULT: REFERRED
MOVER: Brian K. Flewelling
SECONDER: Shaun Shumaker

Aye: Chairperson Weighill, Vice Chair Shumaker,
Commissioner Winfrey, Commissioner Flewelling
and Commissioner Loyd
2. [RES-2025-2300](#) Approval of an agreement between Genesee County and Attorneys for Indigent Defense, PLLC, in the amount of \$296,500.00, to provide legal representation for indigent mothers who are involved with the Court in child protective proceedings; the term of this agreement is October 1, 2025-September 30, 2026; the cost of this will be paid from accounts 1010-662.00-818.003 (\$293,500.00) and 2915-662.00-801.004(\$3,000.00)

RESULT: REFERRED
MOVER: Shaun Shumaker
SECONDER: Charles Winfrey

Aye: Chairperson Weighill, Vice Chair Shumaker,
Commissioner Winfrey, Commissioner Flewelling
and Commissioner Loyd
3. [RES-2025-2308](#) Approval of an agreement between Genesee County and Child Advocacy Team, in an amount not to exceed \$724,824.00, to provide legal counsel for minor children in child protective proceedings; the cost of this agreement will be paid from the accounts listed

RESULT: REFERRED
MOVER: Charles Winfrey
SECONDER: Delrico J. Loyd

Aye: Chairperson Weighill, Vice Chair Shumaker,
Commissioner Winfrey, Commissioner Flewelling
and Commissioner Loyd

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4. [RES-2025-2312](#) Approval of a contract extension between Genesee County and Cole Williams, LLC, in an amount not to exceed \$55,000.00, for a period commencing October 1, 2025-September 30, 2026 for the Parent Support Network which conducts parent sessions for juvenile system-involved families
- RESULT:** REFERRED
MOVER: Brian K. Flewelling
SECONDER: Charles Winfrey
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd
5. [RES-2025-2341](#) Approval of a contract extension between Genesee County and Paul Scott & Associates, PLLC, in the amount of \$304,000.00, to provide legal representation for indigent fathers who are involved in child protective proceedings, the term of this extension is from October 1, 2025 - September 30, 2026; the cost of this extension will be paid from accounts 1010-662.00-818.003 and 2915-662.00-801.004
- RESULT:** REFERRED
MOVER: Charles Winfrey
SECONDER: Brian K. Flewelling
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd
6. [RES-2025-2390](#) Approval of an agreement between Genesee County and Dr. Larry Kage, D.O., in an amount not to exceed \$55,000.00, to provide physician services at Genesee County's Juvenile Justice Center; the term of this agreement is October 1, 2025 through September 20, 2026; the cost of this agreement will be paid from account 2920-356.00-801.028
- RESULT:** REFERRED
MOVER: Brian K. Flewelling
SECONDER: Charles Winfrey
- Aye:** Chairperson Weighill, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd
7. [RES-2025-2394](#) Approval of the Genesee County Volunteer Days Policy
- RESULT:** REFERRED
MOVER: Delrico J. Loyd
SECONDER: Charles Winfrey
- Aye:** Chairperson Weighill, Commissioner Winfrey, Commissioner Flewelling and Commissioner Loyd
- Nay:** Vice Chair Shumaker
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8. [RES-2025-2397](#) Approval of Agreement with Sentinel Offender Services, LLC, for Tether and Monitoring Services
- RESULT:** REFERRED
- MOVER:** Brian K. Flewelling
- SECONDER:** Charles Winfrey
- Aye:** Chairperson Weighill, Commissioner Winfrey,
 Commissioner Flewelling and Commissioner Loyd
- Nay:** Vice Chair Shumaker
9. [RES-2025-2406](#) Approval of a contract extension with Peckham Vocational Industries, Inc., whereby Peckham will provide vocational rehabilitation services for youth in the Career Academy and Career Academy Plus program, and for youth placed into Juvenile Justice Center residential program for a two-month term commencing October 1, 2025 through November 28, 2025, in an amount not to exceed \$106,666.67, to be paid from account 2920-663.07-801.000
- RESULT:** REFERRED
- MOVER:** Delrico J. Loyd
- SECONDER:** Brian K. Flewelling
- Aye:** Chairperson Weighill, Vice Chair Shumaker,
 Commissioner Winfrey, Commissioner Flewelling
 and Commissioner Loyd
10. [RES-2025-2419](#) Approval of the Annual Evaluation of Direct Reports Policy
- RESULT:** REFERRED
- MOVER:** Delrico J. Loyd
- SECONDER:** Shaun Shumaker
- Aye:** Chairperson Weighill, Vice Chair Shumaker,
 Commissioner Winfrey, Commissioner Flewelling
 and Commissioner Loyd
11. [RES-2025-2433](#) Approval of a blanket purchase order for FY 25/26 to Bob Barker Co. for the purchase of clothing, hygiene and housing supplies for the Juvenile Justice Center
- RESULT:** REFERRED
- MOVER:** Shaun Shumaker
- SECONDER:** Delrico J. Loyd
- Aye:** Chairperson Weighill, Vice Chair Shumaker,
 Commissioner Winfrey, Commissioner Flewelling
 and Commissioner Loyd

VIII. OTHER BUSINESS**IX. ADJOURNMENT**

The meeting was adjourned at 8:47 PM.



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: 25-708

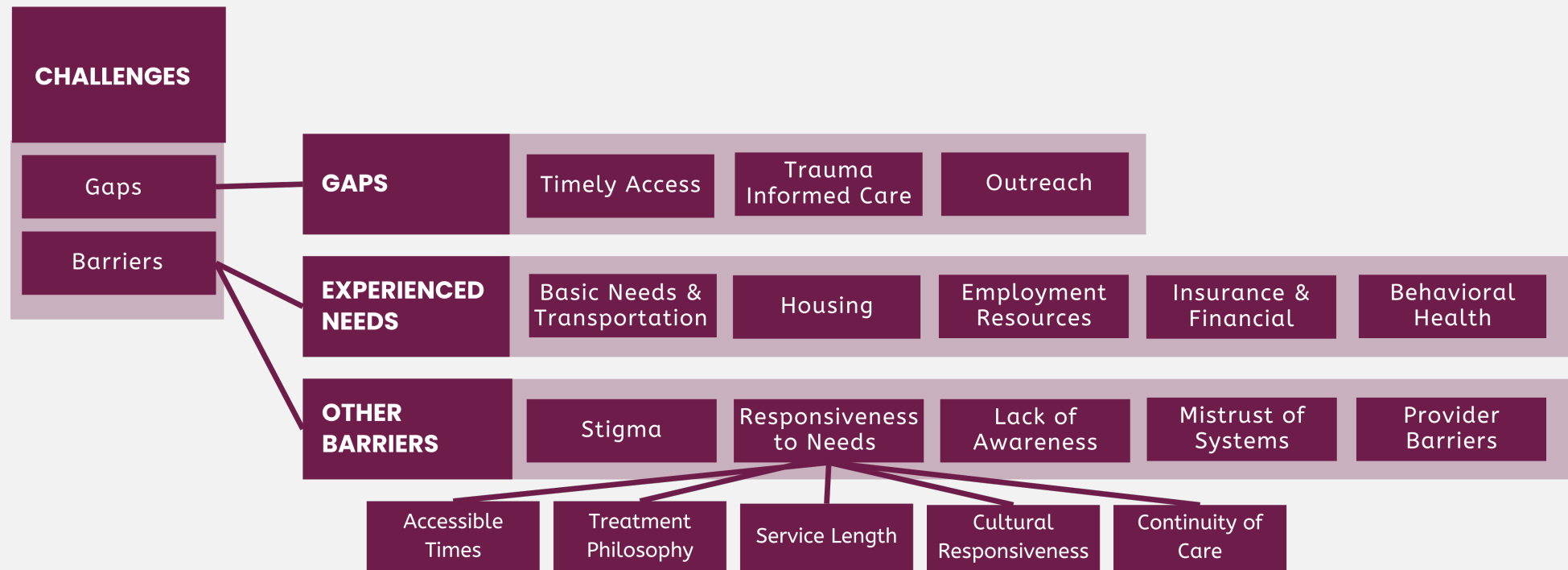
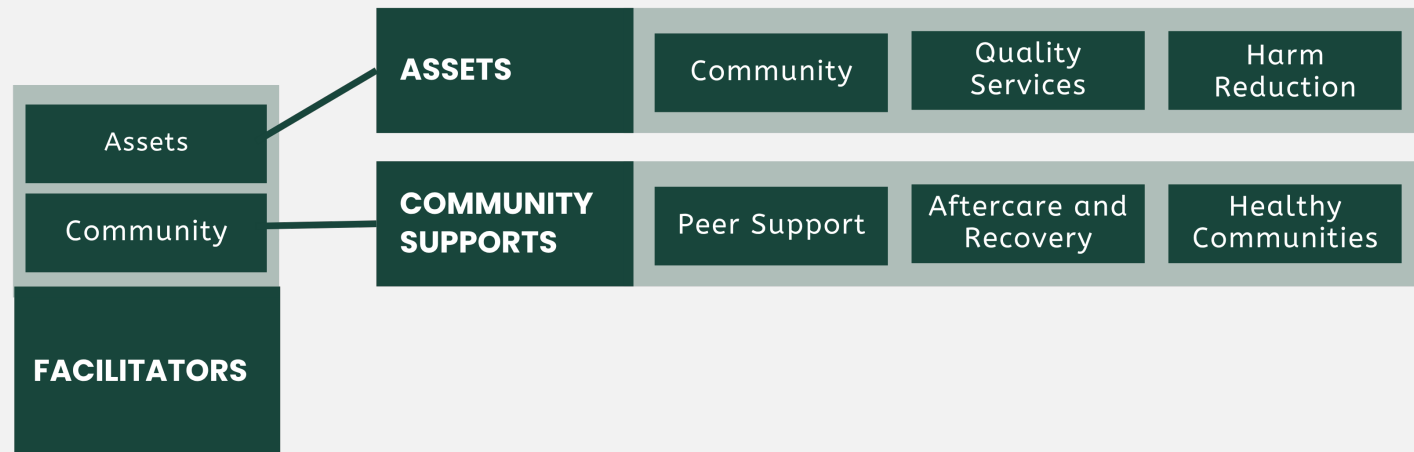
Agenda Date: 10/22/2025

Agenda #:

Opioid Presentation



GENESEE COUNTY OPIOID USE DISORDER COMMUNITY ASSESSMENT RECOMMENDATIONS



RECOMMENDATIONS OVERVIEW

Support	community facilitators
Address	gaps
Address	experienced needs that prevent well-being and recovery
Address	stigma and lack of awareness
Increase	system responsiveness to individual needs
Address	provider barriers



SUPPORT COMMUNITY FACILITATORS



Build Community Supports



Build upon Existing Assets

STRENGTHEN COMMUNITY SUPPORTS: RECOVERY SERVICES, HEALTHY COMMUNITY ACTIVITIES, AND PEER SERVICES

Example Identified Actions:

BUILD UPON ASSETS: GENESEE COUNTY HARM REDUCTION

Example Identified Actions:



ADDRESS GAPS



Increase timely access to care



Promote trauma-informed care



Expand Outreach and Engagement

INCREASE
TIMELY ACCESS
TO CARE





ADDRESS GAPS: INCREASE TIMELY ACCESS TO CARE

Example Identified Actions:

PROMOTE
TRAUMA
INFORMED
CARE





ADDRESS GAPS: PROMOTE TRAUMA-INFORMED CARE

Example Identified Actions:

EXPAND OUTREACH AND ENGAGEMENT





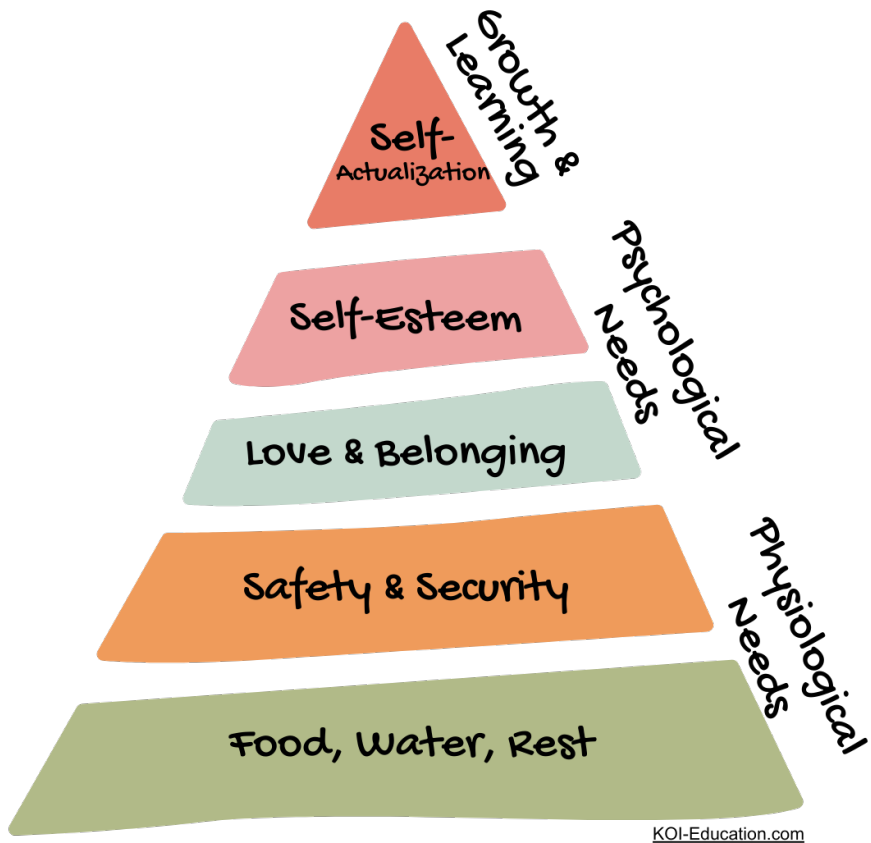
ADDRESS GAPS: EXPAND OUTREACH AND ENGAGEMENT

Example Identified Actions:



ADDRESS GAPS: EXPAND OUTREACH AND ENGAGEMENT

Example Identified Actions:



ADDRESS EXPERIENCED NEEDS
THAT PREVENT WELL-BEING
AND RECOVERY



Support access to basic needs & transportation



Support access to housing



Support access to behavioral health services



Support access employment and financial resources

INCREASE ACCESS
TO BASIC NEEDS &
TRANSPORTATION





ADDRESS EXPERIENCED NEEDS: SUPPORT ACCESS TO BASIC NEEDS & TRANSPORTATION

Example Identified Actions:

INCREASE ACCESS TO HOUSING





ADDRESS EXPERIENCED NEEDS: INCREASE ACCESS TO HOUSING

Example Identified Actions:

INCREASE ACCESS TO BEHAVIORAL HEALTH





ADDRESS EXPERIENCED NEEDS: INCREASE ACCESS TO BEHAVIORAL HEALTH

Example Identified Actions:

INCREASE
ACCESS TO
EMPLOYMENT
SUPPORTS

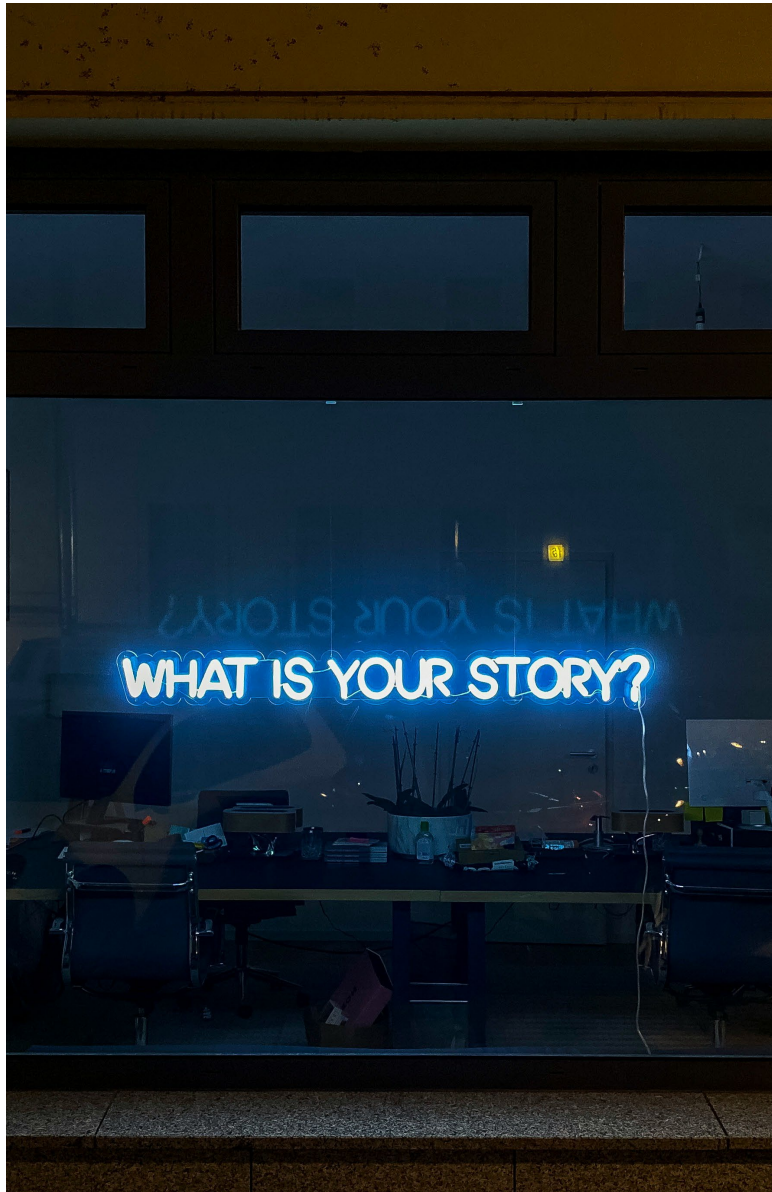


**NOW
HIRING**



ADDRESS EXPERIENCED NEEDS: INCREASE ACCESS TO EMPLOYMENT SUPPORTS

Example Identified Actions:



ADDRESS STIGMA AND LACK OF AWARENESS



Promote Community Education about SUD



Train Helping Professionals



ADDRESS STIGMA AND LACK OF AWARENESS: PROMOTE COMMUNITY EDUCATION ABOUT SUD

Example Identified Actions:



INCREASE SYSTEM
RESPONSIVENESS TO
INDIVIDUAL NEEDS



INCREASE SYSTEM RESPONSIVENESS TO INDIVIDUALS' NEEDS

Example Identified Actions:



ADDRESS PROVIDER BARRIERS



ADDRESS PROVIDER BARRIERS

Example Identified Actions:



QUESTIONS & COMMENTS



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: 25-762

Agenda Date: 10/22/2025

Agenda #:

Genesee County Purchasing Policy



04.002: PURCHASING POLICY

Effective: 06/12/2024 – RES-2024-582

POLICY

Genesee County (the County) Purchasing Department, A division of the Office of Fiscal Services, is responsible for procuring goods and services in an efficient manner for the County. The objective is to foster fair competition to the vendor community in order to obtain the lowest overall cost and best value for the departments served. It is the intent to ensure that our open market procedures obtain the required goods and services without regards to race, color, religion, national origin, age, sex or disability.

PRINCIPLES

1. **Statutory References:** Genesee County Board of Commissioners (the Board) may establish rules and regulations to manage the interest and business of the County under Public Act 156 of 1851 [MCL 46.11 (M)]. The Office of Fiscal Services is responsible for the purchase of goods and services that are required by the County, or its officers and agents.
2. **Policy Conflicts and Approval Authority:** This Policy and the procedures promulgated under it supersede all other County policies or regulations concerning Purchasing, which were authorized by the Board as part of the County's annual budget.
3. **Authority:** The Purchasing Department, a division of the Office of Fiscal Services, is responsible for the procurement of all goods and services as requested from all departments in accordance with these policies. The Purchasing Administrator will be the administrative head of the Purchasing Department. The County's Chief Financial Officer (CFO) shall be the only person authorized to sign purchase orders for the acquisition of goods or services for the County absent official delegation of such authority to another person in their absence. Except as specifically stated within these policies for transactions utilizing purchase orders below the monetary thresholds for procurement procedures set forth by the Board policies, the Board Chair shall be the only person to sign contracts for said goods or services when required.
 - a) **Duties:** In accordance with these policies, and subject to the supervision of the CFO, the Purchasing Administrator shall:
 - i. Procure or supervise the procurement of all supplies, services, and construction needed by the County;
 - ii. Sell, trade, or otherwise dispose of surplus equipment and supplies belonging to the County; and



- iii. Establish and maintain programs for specification development, contract administration and inspection in cooperation with departments using the supplies, services, and construction.
- b) **Approval of Award:** The Office of Fiscal Services shall make no award of any contract other than as authorized by these Purchasing Policies, unless approved by the County Board of Commissioners.
- c) **Operational Procedures:** Consistent with these Policies, and with approval of the Genesee County Board of Commissioners, the Office of Fiscal Services may adopt operational procedures relating to the execution of their duties.

4. Operational Guidelines

- a) **Compliance with Laws and Grant Regulations:** All purchasing activities and open market procedures shall comply with all federal, state, and local laws as well as any applicable funding regulations.
- b) **Failure to Follow Policy:** The County shall not be responsible for the costs of goods and services ordered or purchased by a County Using Agency (including Departments and/or employees) that are not obtained in accordance with this Policy. Purchases for goods or services negotiated outside of this Policy will be considered invalid and non-binding.
- c) **Ethics:** The Board will hold the staff of the Purchasing Department to the highest level of moral and ethical standards. The Purchasing Department shall adhere to the ethical standards as passed by the National Institute of Governmental Purchasing (NIGP) and the Michigan Public Purchasing Officers Association.
- d) **Approval Authority:** All goods and services procured will be authorized with the issuance of a purchase order and/or contract. The authorization to approve department's request will be determine in the following manner:
 - i. For goods or services with a vendor with an aggregate spend of *\$1,000.00 - \$10,000.00, within the fiscal year, may be approved by the Purchasing Administrator or designee, with signature for any items that require a signature by the Board's Director of Administration.
 - ii. For goods or services with a vendor with an aggregate spend of \$10,000.01 - \$30,000.00, within the fiscal year, review and approval through the County's established document review process with review by the relevant Using Agency, with final approval and signature by the Board's Director of Administration.



GENESEE COUNTY

— M I C H I G A N —

- iii. For goods or services with a vendor with an aggregate spend of *\$30,000.01 or more, within the fiscal year, must be presented to the Using Agency's Parent Committee for its consideration with final approval from the Board of Commissioners.

*Dollar thresholds will be in accordance with adopted Genesee County Board of County Commissioners Rules and Procedures.

- e) **Surplus Asset Management:** The Purchasing Department shall be responsible for the disposal of surplus County assets.
- f) **Joint Bid Method:** Genesee County may participate in cooperative purchasing arrangements with other units of governments and/or cooperative purchase agreements.
- g) **Bidders List:** Interested vendors are requested to register through the Michigan Inter-governmental Trade Network (MITN) system. MITN (aka Bid Net) is a group of agencies that joined forces to create a Regional Bid Notification System to notify companies (vendors) of new bid opportunities.
- h) **Bid Security (Bond):** Bid security will be required for all bids/proposals for construction contracts when the cost of the project is \$50,000.00 or more. Bonds required are: bid bond, maintenance bond, performance bond, and payment bond.
- i) **Surety Bonds:** The Purchasing Department will require performance, payment, and maintenance bonds whenever the cost of a construction project is \$50,000.00 or more. These bonds will be secured in an amount representing 100% of the contract price.
- j) **Tie Bids:** Bids that are equal in all aspects shall be awarded to the vendor whose headquarters is closest to Genesee County. To determine the location of a vendor, Genesee County will use the address on file with the State of Michigan as the vendor's Registered Office Address as of the day the solicitation request was first issued by Genesee County. If a vendor does not have a Registered Office Address with the State of Michigan, that vendor will be deemed to be the vendor at the greatest distance from Genesee County. If multiple vendors are not registered with the State of Michigan, the state or County of Incorporation will be used to determine the vendor's location. The aforementioned does not apply if the incumbent vendor is one of the tied bidders and is satisfactorily providing the goods/or services. The award may be given to the incumbent vendor regardless of headquarters location.



- k) **Protest of Bid/RFP Awards:** Any vendor may protest the award of a bid/RFP by established Standards and Procedures guidelines. All protests are to be addressed to the Purchasing Administrator in writing and shall clearly state the reasons for protest. The Purchasing Administrator, whose decision shall be final, will evaluate the merits of the protests and response in writing to the vendor for all bid/RFPs that originated from the Purchasing Department.
5. **Exceptions:** The requirements set forth in this Policy will not apply to any of the following if the Office of Fiscal Services determines the exception is in the best interest of the County:
- a) Banking Services
 - b) Emergency Purchases
 - c) Insurance
 - d) Investment Banking
 - e) Genesee County Drain Commissioner – Public Act 40
 - f) Legal Services
 - g) Procurement Cards
 - h) Pre-paid Postage
 - i) Real Estate
 - j) Services that are Court Ordered
 - k) Sole Source
 - l) Subscriptions
 - m) Temporary Employment Services
 - n) Utilities (water, electric, natural gas, phone services, and internet)
 - o) Juror or witness payments
 - p) Magazine and periodical subscriptions



- q) Dues and fees to professional organizations
 - r) Registration fees for conferences, seminars, classes
 - s) Employee benefit items
 - t) Employment agency payments
 - u) Purchases funded with Delinquent Tax Revolving Fund
6. **Implementation Authority:** Upon adoption of this Policy, Genesee County Board of Commissioners authorizes the Office of Fiscal Services Chief Financial Officer to establish procedures which may be necessary for implementation and to delegate the implementation of said procedures to the County Purchasing Department.
7. **Public Access to Procurement Information:** Procurement information shall be a public record to the extent provided in Act 442 of the Public Acts of 1976 (Michigan Compiled Laws (MCL) 15.231 et seq.), as amended, and shall be available to the public as provided in said statute.
8. **Distribution:** Upon adoption, this Policy will be distributed by the Office of Fiscal Services to all County Using Agencies.
9. **Periodic Review:** The Office of Fiscal Services will review this Policy at least every two (2) years and make any recommendations for changes to the Finance Committee. Upon approval from said Committee, these recommendations will be presented to the Board of Commissioners for final approval.



ARTICLE 1 - GENERAL PROCEDURES - PG. 6

ARTICLE 2 - OFFICE OF THE PURCHASING ADMINISTRATOR - PG. 13

ARTICLE 3 - SOURCE SELECTION & CONTRACT INFORMATION - PG 14

ARTICLE 4 - SPECIFICATIONS - PG 27

ARTICLE 5 - CONTRACT ADMINISTRATION - PG 29

ARTICLE 6 - DEBARMENT OR SUSPENSION - PG 31

ARTICLE 7 - APPEALS AND REMEDIES - PG 33

ARTICLE 8 - ETHICS IN PUBLIC CONTRACTING - PG 36

ARTICLE 9 - GENESEE COUNTY CREDIT CARD POLICY - PG 40

ARTICLE 10 - DISPOSAL OF SURPLUS PROPERTY - PG 42



ARTICLE 1 - GENERAL Procedures

Part A - Purpose and Application

1-101 Purpose

The purpose of these Procedures is to provide for the fair and equitable treatment of all persons involved in public purchasing by Genesee County, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

1-102 Application

These Procedures apply to the procurement of supplies, services, and construction, entered into by Genesee County after the effective date of these Procedures. They shall apply to every expenditure of public funds by Genesee County irrespective of the source of the funds. When the procurement involves the expenditure of federal or state assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal or state law and regulations. Nothing in these Regulations shall prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

Part B - Public Access to Procurement Information

1-201 Public Access to Procurement Information

Procurement information shall be a public record to the extent provided in Act 442 of the Public Acts of 1976 (Michigan Compiled Laws (MCL) 15.231 et seq.), as amended, and shall be available to the public as provided in said statute.

Part C – Interpretation

1-301 Definitions

- (1) *The Board* means the Genesee County Board of Commissioners.
- (2) *Brand Name or Equal Specification.* A specification limited to one or more items by manufacturer's names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet County requirements, and which provides for the submission of equivalent products.



- (3) *Brand Name Specifications.* A specification limited to one or more items by manufacturers' names or catalogue numbers.
- (4) *Business.* Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity offering or providing a product or service to the County.
- (5) *Capital Equipment.* An article costing more than \$1,000.00, with a useful life of more than one year, but excluding Information Technology.
- (6) *Change Order.* A written order issued by the Contract Administrator or the Purchasing Administrator directing the contractor to make changes which the "changes" clause of the contract authorizes the Contract Administrator or Purchasing Administrator to order without the consent of the contractor.
- (7) *Contract Modification (bilateral change).* Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
- (8) *Confidential Information.* Any information which is available to any employee only because of the employee's status as an employee of the County and is not a matter of public knowledge or available to the public on request.
- (9) *Construction.* The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, or routine maintenance of existing structures, buildings, or real property.
- (10) *Contract.* All types of County agreements, regardless of what they may be called, for the procurement of supplies, services, or construction.
- (11) *Contractor.* Any person or entity having a contract with the County.
- (12) *Cost Analysis.* The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.
- (13) *Cost Data.* Factual information concerning the cost of labor, material, overhead, and other cost elements which are expected to be incurred or which have been actually incurred by the contractor in performing the contract.



- (14) *Cost-Reimbursement Contract.* A contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of these Regulations, and a fee or profit, if any.
- (15) *Department.* Any department or other governmental unit designated as a “department” within the budget system of Genesee County, irrespective of whether that unit in any other respect, sense or designation is a unit of County government.
- (16) *Direct or Indirect Participation.* Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase or request, influencing the content of any specification or procurement standard, or rendering of advice, investigation, auditing, or any other advisory service.
- (17) *Employee.* An individual drawing a salary or wages from the County, whether elected or not. For the purposes of these Purchasing Regulations, the definition of *Employee* also includes any non-compensated individual performing personal services for the County or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the County, and any non-compensated individual serving as an elected official of the County.
- (18) *Financial Interest.*
 - (a) Ownership of an interest or involvement in any relationship from which, or as a result of which, a person within the past year has received, or is presently or in the future entitled to receive, more than \$100 per year, or its equivalent;
 - (b) Ownership of any property or business; or
 - (c) Holding a position in a business such as officer, Purchasing Administrator, trustee, partner, employee, or the like, or holding any position of management.
 - (d) Ownership of stock in a corporation and receipt of dividends or other benefits by virtue of that ownership. However, ownership of stock in a corporation does not constitute a financial interest within the meaning of these Regulations if the stock owned is not listed on a stock exchange and does not exceed 1% of the total outstanding stock of any class, or, if the stock is listed on a stock exchange, if the stock does not have a present market value in excess of \$25,000.
- (19) *Genesee County Business.* A sole proprietorship, partnership, limited partnership, limited liability company, or corporation whose primary place of business is located within Genesee County, Michigan, and who has made a personal property tax filing with a city or township treasurer within Genesee County within the last 12 months, or



who has paid a real property tax assessment to a city or township treasurer within Genesee County within the last 12 months.

- (20) *Gratuity.* A payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- (21) *Immediate Family.* A spouse, children, parents, brothers, and sisters.
- (22) *Information Technology.* Department of Information Technology equipment such as computers, servers, monitors, printers, scanners, input devices, networking equipment, and software, and telecommunications equipment such as telephones, fax machines, modems, routers, switches, and network devices. In addition, this definition includes support and service contracts for all types of computer equipment.
- (23) *Invitation for Bids.* All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.
- (24) *Chief Information Officer ("CIO").* The Director of the Genesee County Department of Information Technology.
- (25) *Minority Business Enterprise (MBE).* At least 51 percent owned, controlled and operated (defined as being actively involved in the day-to-day management) by a minority group member(s) and /or certified by the Michigan Minority Business Development Council (MMBDC). In publicly held businesses, minority group members must own at least 51 percent of the stock.
- (26) *Person.* Any business, individual, union, committee, club, other organization, or group of individuals.
- (27) *Preferred Business.* A Genesee County Business, or a Veteran-Owned Business.
- (28) *Procurement.* The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, or construction. It also includes all functions that pertain to obtaining of, or seeking to obtain, any supply, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.
- (29) *Public Agency.* A public entity subject to or created by the County.
- (30) *Public Entity.* A governmental entity such as the Federal Government, the State of Michigan, or any municipality, and any agency or political subdivision of the Federal Government, any of the United States, or a municipality.



- (31) *Purchasing Administrator* means the Purchasing Administrator as described in Article 2 of these Regulations.
- (32) *Qualified Products List.* An approved list of supplies, services, or construction items described by model or catalogue numbers, which, prior to competitive solicitation, the Purchasing Administrator has determined will meet the applicable specification requirements.
- (33) *Request for Proposals (RFP).* All documents, whether attached or incorporated by reference, utilized for soliciting proposals.
- (34) *Request for Qualifications (RFQ).* All documents, whether attached or incorporated by reference, utilized for soliciting offers for the purpose of a qualifications based determination.
- (35) *Responsible Bidder or Offeror.* A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
- (36) *Responsive Bidder.* A person who has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.
- (37) *Services.* The furnishings of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.
- (38) *Specification.* Any description of the physical or functional characteristics or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.
- (39) *Supplies.* All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.
- (40) *Surplus Property.* Surplus property is all personal property, including equipment, capital equipment, information technology, and supplies, owned by the County that is not currently being utilized by any County Department.
- (41) *Using Agency.* Any county department, commission, board, or public agency requiring supplies, services, or construction procured pursuant to these Regulations.



- (42) *Veteran.* A person who served in the active military forces, during a period of war or who received the armed forces expeditionary or other campaign service medal during an emergency condition, and who was discharged or released therefrom under honorable conditions.
- (43) *Veteran-Owned Business.* A business which is at least 51% owned by veterans.
- (44) *Fiscal year.* A one-year period that governments use for financial reporting and budgeting. The County's fiscal year is October 1 – September 30.



ARTICLE 2 - OFFICE OF THE PURCHASING ADMINISTRATOR

2-101 Establishment, Appointment, and Tenure

- (1) *Establishment of the Position of Purchasing Administrator.* There is hereby created the position of Purchasing Administrator, who shall be the County's principal public purchasing official.
- (2) *Appointment.* The Purchasing Administrator shall be appointed by the Chief Financial Officer ("CFO").

2-102 Authority and Duties

- (1) *Principal Public Purchasing Official.* Except as otherwise provided herein, the Purchasing Administrator shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of supplies, services, and construction in accordance with these Regulations, as well as the management and disposal of supplies.
- (2) *Duties.* In accordance with these Regulations, and subject to the supervision of the Chief Financial Officer, the Purchasing Administrator shall:
 - (a) procure or supervise the procurement of all supplies, services, and construction needed by the County;
 - (b) sell, trade, or otherwise dispose of surplus equipment and supplies belonging to the County; and
 - (c) establish and maintain programs for specification development, contract administration and inspection and acceptance, in cooperation with the public agencies using the supplies, services, and construction.
- (3) *Approval of Award.* The Purchasing Administrator shall make no bid award of any contract other than as authorized by these Purchasing Regulations, unless approved by the County Board of Commissioners.
- (4) *Operational Procedures.* Consistent with these Regulations, and with the approval of the Genesee County Board of Commissioners, the Purchasing Administrator may adopt operational procedures relating to the execution of his or her duties.



ARTICLE 3 - SOURCE SELECTION AND CONTRACT FORMATION

Part A - Methods of Source Selection

3-101 Competitive Sealed Bidding for Purchases over \$30,000

- (1) *Conditions for Use.* All procurement contracts of the County shall be awarded by the use of competitive sealed bidding except as otherwise provided in Sections 3-102 (Competitive Sealed Proposals), 3-103 Requests for Qualifications, 3-104 (Small Purchases), 3-106 (Public Entity Procurements), 3-107 (Bridge Contracts), 3-108 (Sole Source Procurement), and 3-109 (Emergency Procurements), of these Regulations.
- (2) *Invitation for Bids.* An invitation for bids shall be issued and shall include specifications, and all contractual terms and conditions applicable to the procurement.
- (3) *Public Notice.* Adequate public notice of the invitation for bids shall be given, which notice shall be not less than fourteen (14) calendar days prior to the date set forth therein for the opening of bids. Such notice may include publication in a newspaper of general circulation, County website, and/or other relevant sources within said reasonable time prior to bid opening. The public notice shall state a short description of the request, the place to submit bid, and due date of the bid.
- (4) *Bid Opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as the Purchasing Administrator deems appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection in accordance with Section 1-201 (Public Access to Procurement Information).
- (5) *Bid Acceptance and Bid Evaluation.* Bids shall be unconditionally accepted without alteration or correction, except as authorized in these Regulations. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in the evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are not set forth in the invitation for bids.
- (6) *Correction or Withdrawal of Bids; Cancellation of Awards.* Corrections or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or



contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

- (a) the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - (b) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Administrator.
- (7) *Second Chance for Preferred Businesses.* Unless the funding source for the contract prohibits such preferences, within 5 business days of bid opening, if the lowest responsive responsible bidder is not a Genesee County Business a Genesee County Business who has submitted a responsive bid that is no more than 5% higher than the lowest responsive bid may submit an amended bid to the Purchasing Administrator. In the event that there are multiple Preferred Businesses that would qualify for an opportunity to submit an amended bid, only the Preferred Business submitting the lowest qualifying bid may submit an amended bid. A Preferred Business who is the lowest responsive responsible bidder may not amend their bid pursuant to this section. Amended bids submitted by Preferred Businesses in this manner shall be considered along with other responsive bids submitted by responsible bidders.
- (8) *Award.* The Using Agency, with the advice and approval of the Purchasing Administrator, shall evaluate the bids and recommend award of the contract to the Board. The Board of Commissioners shall award the contract to the lowest responsive and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. In the event the lowest responsive and responsible bidder submitted a bid for a construction project which exceeds available funds as certified by the Chief Financial Officer, the Purchasing Administrator is authorized, when time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the invitation for bids. The Board of Commissioners may award multiple contracts, dividing the goods,



services, or construction called for in the invitation for bids between multiple responsive and responsible bidders, if it is in the best interest of the County.

- (9) *Multi-Step Sealed Bidding.* When it is considered impractical to prepare initially a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

3-102 Competitive Sealed Proposals

- (1) *Conditions for Use.* When the Purchasing Administrator determines that the use of competitive sealed bidding is either not practicable or not advantageous to the County, a contract may be entered into by use of the competitive sealed proposals method.
- (2) *Request for Proposals.* Proposals shall be solicited through a request for proposals.
- (3) *Public Notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in Section 3-101(3) (Competitive Sealed Bidding, Public Notice).
- (4) *Receipt of Proposals.* A register of proposals, or a bid tab, shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.
- (5) *Disclosure of Offerors, Contents.* The identity of any offeror or the contents of any proposal shall not be disclosed to competing offerors prior to award of the contract.
- (6) *Evaluation Factors.* The request for proposals shall state the relative importance of price and other evaluation factors.
- (7) *Discussion with Responsible Offerors and Revisions to Proposals.* As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors who submitted proposals determined to be reasonably susceptible of being selected for award shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.



- (8) *Preference for Genesee County Businesses.* Unless the funding source for the contract prohibits such preferences, in the case of requests for proposals where a quantitative based evaluation criteria is used for evaluating responsive proposals, Preferred Businesses shall be afforded an additional five (5) percent of the total evaluation points up to a maximum of five (5) points.
- (9) *Award.* The Using Agency, with the advice and approval of the Purchasing Administrator, shall evaluate the proposals and recommend award of the contract to the Board. The Board of Commissioners shall award the contract to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the request for proposals. The bid file shall contain the basis on which the award is made. The Board of Commissioners may award multiple contracts, dividing the goods, services, or construction called for in the request for proposals between multiple responsive responsible offerors, if it is in the best interest of the County.

3-103 Qualifications Based Selection

- (1) *Conditions for Use.* When professional services are required by the County and using a qualifications based selection criteria is determined by the Purchasing Administrator to be the most appropriate procurement process to be used, a contract may be entered into by use of the request for qualifications method.
- (2) *Request for Qualifications.* As determined by the Purchasing Administrator, qualifications shall be solicited through a request for qualifications. The request may specify the services needed and the price the County may pay for those services. Further, qualifications may be solicited for the purpose of pre-qualifying firms for the issuance of an invitation for bids or request for proposals. In issuing a request for qualifications where the scope of work/services and price to be paid for the services are not clearly specified, the County may engage in negotiating a specific scope of work/services and price with the most qualified offeror. In the event the most qualified offeror and the County cannot reach an agreement through the negotiation process, negotiations may be undertaken with the next most qualified offeror until an agreement is approved by the Board of Commissioners.
- (3) *Public Notice.* Adequate public notice of the request for qualifications shall be given in the same manner as provided in Section 3-101(3) (Competitive Sealed Bidding, Public Notice).
- (4) *Receipt of Qualifications.* A register, or bid tab, of qualifications shall be prepared containing the name of each offeror and the qualifications of each offeror. The register of qualifications shall be open for public inspection only after contract award.



- (5) *Evaluation Factors.* The request for qualifications shall state the evaluation factors to be used in selecting the successful offeror.
- (6) *No Modification of Services or Price.* There shall be no change to the services or the price set in the request for qualifications without the approval of the Purchasing Administrator.
- (7) *Preference for Genesee County Businesses.* Unless the funding source for the contract prohibits such preferences, in the case of requests for qualifications where a quantitative based evaluation criteria is used for evaluating responsive submissions, Preferred Businesses shall be afforded an additional five (5) percent of the total evaluation points up to a maximum of five (5) points.
- (8) *Award.* The Using Agency, with the advice and approval of the Purchasing Administrator, shall evaluate the qualifications and recommend award of the contract to the Board. The Board of Commissioners shall award the contract to the responsible offeror whose qualifications are determined to be the most advantageous to the County, taking into consideration the evaluation factors set forth in the request for qualifications. The bid file shall contain the basis on which the award is made.

3-104 Small Purchases

- (1) *General.* Except as provided in 3-105 below, any contract not exceeding \$30,000 per cumulative total may be made in accordance with the small purchase procedure authorized in this Section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this Section.
- (2) *Small Purchases under \$1000.* Purchases of \$1000 or less do not require a purchase order and can be processed through the Accounts Payable financial software system. The Office of Fiscal Services will track these purchases to ensure that they are not artificially divided or do not exceed a small purchase as denoted under this Section during a fiscal year.
- (3) *Small Purchases between \$1000.01 - \$10,000.* For small purchases between \$1000.01 - \$10,000, the Using Agency shall solicit no less than two businesses to submit quotations to provide the good or service sought. Quotations may be either verbal, written, or electronic. Such businesses to be solicited shall include, but not necessarily be limited to, local businesses, if qualified local businesses exist, in order to ensure that there will be full participation of all segments of the local business and contracting community. The Purchasing Administrator shall award the contract to the business offering the lowest acceptable quotation. Relative qualifications may be considered as well as quoted fees, however, in awarding contracts for services. The names of the businesses submitting quotations, and the date and amount of each quotation, shall be



recorded and maintained as a public record. Unless the funding source for the contract prohibits such preferences, if the most favorable quotation is submitted by a business other than a Genesee County Business or Veteran-Owned Business, the Purchasing Administrator shall afford the Preferred Business who submitted the lowest quotation that is within 5% of the most favorable quotation an opportunity to amend their quotation, and the amended quotation shall be considered.

- (4) *Small Purchases between \$10,001 - \$30,000.* For small purchases between \$10,001 - \$30,000, the Using Agency shall solicit no less than three businesses to submit quotations to provide the good or service sought. Quotations must be either written or electronically obtained. Such businesses to be solicited shall include, but not necessarily be limited to, local businesses, if qualified local businesses exist, in order to ensure that there will be full participation of all segments of the local business and contracting community. The Purchasing Administrator shall award the contract to the business offering the lowest acceptable quotation. Relative qualifications may be considered as well as quoted fees, however, in awarding contracts for services. The names of the businesses submitting quotations, and the date and amount of each quotation, shall be recorded and maintained as a public record. Unless the funding source for the contract prohibits such preferences, if the most favorable quotation is submitted by a business other than a Genesee County Business or Veteran-Owned Business, the Purchasing Administrator shall afford the Preferred Business who submitted the lowest quotation that is within 5% of the most favorable quotation an opportunity to amend their quotation, and the amended quotation shall be considered. If the Using Agency cannot obtain the requested three (3) quotes, Using Agency must consult with the Purchasing Department for further review.

3-105 Category-Specific Small Purchase Procedures

- (1) *Capital Equipment.* The Purchasing Administrator is authorized to award a contract for the purchase of Capital Equipment, which is defined under Resolution #13-456 (adopted on 09/25/2013), provided that the requesting Agency's budget contains sufficient funds in the appropriate line item(s) to fund the purchase, and the purchase is otherwise consistent with the Purchasing Regulations. If the purchase price of Capital Equipment exceeds \$30,000.00, the Board of Commissioners must approve the purchase.
- (2) *Information Technology.* The CIO and Purchasing Administrator is authorized to award a contract for the purchase of Information Technology without the approval of the Board if the purchase price of the Information Technology does not exceed \$30,000.00, provided that the requesting Using Agency's budget contains sufficient funds in the appropriate line item(s) to fund the purchase, and the purchase is otherwise consistent with the Purchasing Regulations. If the purchase price of the Information Technology exceeds \$30,000.00, the Board of Commissioners must approve the purchase.



- (3) Procurements made pursuant to this Section must not be artificially divided so as to avoid Board approval.

3-106 Public Entity Procurements

If the Purchasing Administrator determines that it is in the best interest of the County to obtain goods, services, or construction from those available within the public sector, the Board may award a contract to a public entity without competition. Among the factors to be considered in determining whether a public entity procurement is in the best interest of the County is the cost effectiveness of the proposed procurement.

3-107 Bridge Contracts

The Board may award a contract for large purchases and the Purchasing Administrator may award a contract for small purchases to a person who has an existing contract with another public entity for goods, services, or construction that the County would like to procure if at a minimum:

- (1) The contract is for the same goods, services, or construction and at the same price, terms, and conditions as are in the contract with the other public entity;
- (2) The contract between the person and the other public entity was awarded as a result of adequate competition as determined by the Purchasing Administrator; and
- (3) The bridge contract is in the best interest of the County.

3-108 Sole Source Procurement

A contract may be awarded without competition when the Purchasing Administrator determines, after conducting a good faith review, which may include a sole source solicitation, of available sources and existing equipment, that:

- (1) there is only one source for the required supply, service, or construction item; or
- (2) the chosen source is the best choice in the interests of equipment standardization and efficient operations.

Purchases less than \$10,000 that do not require a signature, may be awarded by the Purchasing Administrator. When a contract or purchase order requires a signature, it must go through the County document review process and may only be signed by the Chair of the Board of Commissioners or, if the amount does not exceed \$30,000, the Director of



Administration. All purchases that exceed \$30,000 must be ratified by the Board of Commissioners and may only be signed by the Chairperson of the Board.

The Purchasing Administrator shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, and a listing of the item(s) procured under each contract.

3-109 Emergency Procurements

Notwithstanding any other provisions of these Regulations, the Purchasing Administrator may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, and a listing of the item(s) procured under the contract. This information will be submitted to the Board of Commissioners to be placed on file.

3-110 Cancellation of Invitations for Bids or Requests for Proposals

When it is in the best interests of the County, the Purchasing Administrator may cancel an invitation for bids, a request for proposals, or other solicitation, or may reject, in whole or in part, any or all bids, proposals, or other submissions as may be specified in the solicitation. The reasons therefore shall be made part of the bid file. Each solicitation issued by the County shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the County. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurements of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

3-111 Existing Contracts, Exclusivity

If there is an existing contract between the County and a Contractor for a particular good or service, a County Using Agency shall not seek to obtain a contract for that same good or service from another Contractor unless that County Using Agency first determines that the alternative contract is more cost-effective and more advantageous for the County. Such justification shall be made in writing, and shall be filed with the Purchasing Administrator prior to the award of the alternative contract.



Part B - Qualifications and Duties

3-201 Responsibility of Bidders and Offerors

Determination of Non-responsibility. If a bidder or offeror who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the Purchasing Administrator. The unreasonable failure of a bidder or offeror to supply promptly information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror. A copy of the determination shall be sent promptly to the non-responsible bidder or offeror. The final determination shall be made part of the bid file and be made a public record.

3-202 Bid, Payment, Maintenance and Performance Bonds on Supply or Service Contracts

Bid surety, payment bonds, maintenance bonds or performance bonds or other security may be required for supply contracts or service contracts in conformance with State law or as the Purchasing Administrator or head of a Using Agency deems advisable to protect the County's interest. Any such bonding requirements shall be set forth in the solicitation. Bid surety, payment bonds, maintenance bonds or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility.

Construction contracts not exceeding \$50,000.00 do not require a bid bond.

Part C - Types of Contracts and Contract Administration

3-301 Types of Contracts

- (1) *General Authority.* Subject to the limitations of this Section, any type of contract which is appropriate to the procurement and which will promote the best interests of the County may be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost reimbursement contract may be used only when one of the following conditions applies:
 - (a) The Purchasing Administrator determines, in writing that such a contract is likely to be less costly to the County than any other type of contract or that it is impracticable to obtain the supply, service, or construction item required except under such a contract.
 - (b) The Using Agency approves the Contractor's line-item budget for the contract and determines that the line items within that budget are consistent with market rates for each line-item.



(2) *Multi-Term Contracts.*

- (a) *Specified Period.* Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time as deemed by the Purchasing Administrator to be in the best interests of the County, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore.
- (b) *Determination Prior to Use.* Prior to the utilization of a multi-term contract, it shall be determined:
 - (i) that estimated requirements cover the period of the contract and are reasonably firm and continuing; and
 - (ii) that such a contract will serve the best interests of the County by encouraging effective competition or otherwise promoting economies in County procurement.

(3) *Multiple Source Contracting.*

- (a) *General.* A multiple source award is an award of an indefinite quantity contract for one or more similar supplies or services to more than one bidder or offeror. The obligation to order the County's actual requirements is limited by the provision of Uniform Commercial Code Section 2-306(1).
- (b) *Limitations on Use.* A multiple source award may be made when award to two or more bidders or offerors for similar products is necessary for adequate delivery, service, or product compatibility. Any multiple source award shall be made in accordance with the provisions of Section 3-101 (Competitive Sealed Bidding), Section 3-102 (Competitive Sealed Proposals), Section 3-103 (Request for Qualifications 3-104 (Small Purchases), and Section 3-109 (Emergency Procurements), as applicable. Multiple source awards shall not be made when a single award will meet the County's needs without sacrifice of economy or service, or is not in the best interests of the County. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of tie bids. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.
- (c) *Contract and Solicitation Provisions.* All eligible users of the contract shall be named in the solicitation, and it shall be mandatory that the actual requirements of such users



that can be met under the contract be obtained in accordance with the contract, provided that:

- (i) the County shall reserve the right to take bids separately if a particular quantity requirement arises which exceeds its normal requirement or an amount specified in the contract; and
 - (ii) the County shall reserve the right to take bids separately if the Purchasing Administrator approves a finding that the supply or service available under the contract will not meet a nonrecurring special need of the County.
- (d) *Intent to Use.* If a multiple source award is anticipated prior to issuing a solicitation, the County shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation.
- (e) *Determination Required.* The Purchasing Administrator shall make a written determination setting forth the reasons for a multiple source award, which shall be made a part of the bid file.

3-302 Contract Clauses and Their Administration

- (1) *Contract Clauses.* All County contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Purchasing Administrator, after consultation with Corporation Counsel, may issue clauses appropriate for supply, service, or construction contracts.
- (2) *Standard Clauses and Their Modification.* The Purchasing Administrator, after consultation with Corporation Counsel, may establish standard contract clauses for use in County contracts. If the Purchasing Administrator establishes any standard clauses addressing the subjects set forth in Subsection (1) of this Section, such clauses may be varied, provided that the circumstances justify such variations, and provided that notice of any such material variation be stated in the invitation for bids or request for proposals.
- (3) *Prevailing Wage and Project Labor Agreements.* The County shall insert language into bid construction specifications that requires paying construction laborers prevailing wage. The County will adhere to all State and Federal requirements in administering the necessary nomenclature for prevailing wages.
- (4) *Contractor Sign-In / Sign-Out.* Each contract that requires work on County property with a contract value in excess of \$30,000.00 shall include a requirement that the contractor maintain a worksite sign-in sheet recording the arrival to and departure County property of each of Contractor's employees. The contract shall require that the sign-in sheet shall be



available for review immediately upon the request of the Contract Administrator of the contract. The Contract Administrator for each contract shall be responsible for ensuring that the contractor is keeping and maintaining the required sign-in document.

3-303 Approval of Accounting System

Except with respect to firm fixed price contracts, no contract type shall be used unless it has been determined by the Purchasing Administrator that:

- (1) the proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and
- (2) the proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

3-304 Right to Inspect Plant

The County may, at reasonable times, inspect the part of the plant, place of business, or worksite of a contractor or subcontractor at any tier which is pertinent to the performance of any contract awarded or to be awarded by the County.

3-305 Right to Audit Records

- (1) *Audit of Cost or Pricing Data.* The County may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data as a part of its bid or proposal, to the extent that such books, documents, paper, and records are pertinent to such cost or pricing data for three years from the date of final payment under the contract.
- (2) *Contract Audit.* The County shall be entitled to audit the books and records of a contractor or subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, paper, and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract.

3-306 Reporting of Anticompetitive Practices

When for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the State Attorney General and the Genesee County Prosecutor.



3-307 County Procurement Records

- (1) *Bid File.* All determinations and other written records pertaining to the solicitation and award of a contract shall be maintained for the County in a bid file by the Purchasing Administrator.
- (2) *Retention of Procurement Records.* All procurement records shall be retained and disposed of by the County in accordance with records retention guidelines and schedules approved by the County Board of Commissioners or State of Michigan.



ARTICLE 4 - SPECIFICATIONS

4-101 Maximum Practicable Competition

All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the County's needs, and shall not be unduly restrictive. The policy enunciated in this Section applies to all specifications including but not limited to, those prepared for the County by architects, engineers, designers, and draftsmen.

4-102 Brand Name or Equal Specification

- (1) *Use.* Brand name or equal specifications may be used when the Purchasing Administrator determines that:
 - (a) no other design or performance specification or qualified products list is available;
 - (b) time does not permit the preparation of another form of purchase description, not including a brand name specification;
 - (c) the nature of the product or the nature of the County's requirements makes use of a brand name or equal specification suitable for the procurement; or
 - (d) use of a brand name or equal specification is in the County's best interests.
- (2) *Designation of Several Brand Names.* Brand name or equal specifications may seek to designate three or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.
- (3) *Use of Brand Name or Equivalent.* Solicitations may allow for brand name or equivalents to be bid or proposed in response to a competitive sealed bid or proposal. The solicitation shall further allow for substantially equivalent products as "approved alternates" to be considered for award.
- (4) *Required Characteristics.* Unless the Purchasing Administrator determines in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.
- (5) *Nonrestrictive Use of Brand Name or Equal Specifications.* Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of



quality, performance, and characteristics desired and is not intended to limit or restrict competition.

4-103 Brand Name Specification

- (1) *Use.* Since use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Administrator makes a determination that only the identified brand name item or items will satisfy the County's needs.
- (2) *Competition.* The purchasing agent shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 3-108 (Sole Source Procurement).



ARTICLE 5 – CONTRACT ADMINISTRATION

5-101 Contract Modifications

- (1) *No change without consideration.* A Contract may not be modified to the detriment of the County unless the Contractor provides full and fair consideration for the modification.
- (2) *Authority for modification.* A modification of a Contract must be approved in the same manner in which the Contract was approved. All Contract modifications must be in writing.
- (3) *Authority for Termination.* A Using Agency shall not unilaterally terminate a contract. Request for termination of a Contract must be submitted by the Using Agency to the Director of Administration prior to termination. When possible, termination of a Contract should be determined and executed in the same manner in which the Contract was approved. If the Director of Administration, after consultation with the office of Corporation Counsel, determines that immediate Contract termination, pursuant to the terms of the contract, is in the best interest of the County and that the time required to seek Board approval could harm the county, the Director of Administration may terminate the Contract prior to the next regularly scheduled Board meeting. If a contract is terminated pursuant to this provision, the Director of Administration shall immediately notify the parent committee and update the full Board at the next regularly scheduled public meeting.

5-102 Contract Administration

Using Agencies shall establish and maintain a contract administration system designed to insure that a contractor is performing in accordance with the solicitation under which the contract was awarded and the terms and conditions of the contract, and to ensure that the Using Agency complies with the monitoring requirements of any applicable grants. If a Using Agency determines that a contractor is in breach of the agreement, it shall notify the Director of Administration regarding the potential breach.

5-103 Purchasing System

Except as provided herein, the County's purchasing system (BS&A) shall be used by all County Using Agencies for procuring supplies, services and construction. The Purchasing Administrator or his designee shall approve all purchase orders required by County Using Agencies in BS&A.

- (1) The Purchasing Administrator may approve a purchase order outside of the BS&A system if the Purchasing Administrator concludes that the use of the system will not result in the efficient procurement of the goods, services, or construction sought, the



BS&A system will impede the timely payment of invoices, or the use of the BS&A system will promote inefficiencies in the Using Agency's operations. Decisions by the Purchasing Administrator to grant approval to County Using Agencies for nonconformity with the use of the County's purchasing system shall be documented and maintained in the Purchasing Department.

- (2) In compliance with this policy, County Using Agencies may procure and process invoices for payment without the issuance of a purchase order in BS&A for the following non-BS&A purchase order transactions: Utility Payments, Telephone Bills/Payments, Juror Payments, Witness Payments, Attorney Fees (Public Defender), Travel Arrangements, Magazine Credit Card & Periodical Subscriptions, Dues and fees to professional organizations, Registration Fees (conferences, seminars, classes, etc.), Employee benefit items, Petty Cash Reimbursements, Pre-paid Postage (including Federal Express, UPS, etc.), Investments, Employment Agency Payments, Commissioner Youth Programs, Approved Transactions, Purchases of supplies, services and construction for less than \$100.00.



ARTICLE 6 - DEBARMENT OR SUSPENSION

6-101 Authority to Debar or Suspend

After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Purchasing Administrator, after consulting with Corporation Counsel, is authorized to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. After consultation with Corporation Counsel, the Purchasing Administrator is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall be for a period not to exceed three months. The causes for debarment include:

- (1) conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
- (3) conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- (4) violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Administrator to be so serious as to justify debarment action:
 - (a) deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
- (5) any other cause the Purchasing Administrator determines to be so serious and compelling as to affect responsibility as a County contractor, including debarment by another governmental entity for any cause listed in these Regulations; and
- (6) for violation of the ethical standards as set forth in Article 8 (Ethics in Public Contracting).



6-102 Decision to Debar or Suspend

The Purchasing Administrator shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken and inform the debarred or suspended person involved of its rights concerning judicial or administrative review.

6-103 Notice of Decision

A copy of the decision required by Section 6-102 (Decision to Debar or Suspend) shall be mailed or otherwise furnished immediately to the debarred or suspended person.

6-104 Finality of Decision

A decision under Section 6-102 (Decision to Debar or Suspend) shall be final and conclusive, unless fraudulent, or the debarred or suspended person within 10 days after receipt of the decision takes an appeal to the County Board of Commissioners or commences a timely action in court in accordance with applicable law.



ARTICLE 7 - APPEALS AND REMEDIES

7-101 Bid Protests

- (1) *Right to Protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the County Board of Commissioners. Protestors are urged to seek resolution of their complaints initially with the Purchasing Administrator.
- (2) *Process for Filing a Protest.* A protest with respect to an invitation for bids or request for proposals must be submitted in writing to the Purchasing Administrator. The protest must be entitled "Bid Protest" and must clearly identify the solicitation and award under protest, and must state the grounds for the protest. The Purchasing Administrator shall provide a copy of any timely bid protest to the Board of Commissioners within seven (7) calendar days of its submission.
- (3) *Time Limits for Filing.* Protests must be received by the Purchasing Administrator no later than seven (7) calendar days after the aggrieved person knew or should have known of the facts giving rise to the protest, and in no event later than fourteen (14) calendar days after award of the contract. Failure to file a bid protest within these time limits constitutes a waiver of the protest.
- (4) *Stay of Procurements During Protests.* In the event a timely protest is submitted to the Purchasing Administrator under this Section, the Purchasing Administrator shall not proceed further with the solicitation, award, or performance of the contract until the protest is sustained or dismissed, or the County Board of Commissioners makes a determination on the record that the award or performance of a contract without delay is necessary to protect substantial interests of the County.
- (5) *Decision by the Purchasing Administrator.* Within thirty (30) days of the timely filing of a bid protest, the Purchasing Administrator shall issue a written decision sustaining or denying the bid protest. A copy of the Purchasing Administrator's decision must be provided to the protesting bidder or proposer, and to the Board of Commissioners. The Purchasing Administrator shall sustain a bid protest if the facts indicate that, under these Purchasing Regulations and the selection criteria listed in the solicitation, the contract should have been awarded to the protesting bidder or proposer.
- (6) *Appeal to the Board of Commissioners.* A protesting bidder or proposer may appeal the Purchasing Administrator's decision by filing a written appeal with the Chairperson of the Board of Commissioners within fourteen (14) days of the Purchasing Administrator's decision. Such appeal shall state the grounds for the appeal. The Board of Commissioners shall address the appeal in a public meeting and issue a decision within thirty (30) calendar days of the filing of the appeal.



- (7) *Entitlement to Costs.* When a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but was not, then the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.

7-102 Contract Claims

- (1) *Decision of the Purchasing Administrator.* All claims by a contractor against the County relating to a contract, except bid protests, shall be submitted in writing to the Purchasing Administrator for a decision. The submission must identify the grounds for the claim. The contractor may request a conference with the Purchasing Administrator on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach or contract, mistake, misrepresentation, or other cause for contract modification or rescission.
- (2) *Notice to the Contractor of the Purchasing Administrator's Decision.* The decision of the Purchasing Administrator shall be issued in writing within thirty (30) days of submission, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights under Subsection (3) of this Section.
- (3) *Finality of Purchasing Administrator's Decision; Contractor's Right to Appeal.* The Purchasing Administrator's decision shall be final and conclusive unless, within seven (7) calendar days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the Chairperson of the Board of Commissioners.
- (4) *Failure to Render Timely Decision.* If the Purchasing Administrator does not issue a written decision regarding any contract controversy within thirty (30) days, then the aggrieved party may proceed as if an adverse decision had been received.

7-103 Authority of the Purchasing Administrator to Settle Bid Protests and Contract Claims

The Purchasing Administrator is authorized to settle any protest regarding the solicitation or award of a County contract, or any claim arising out of the performance of a County contract, prior to a decision by the County Board of Commissioners or the commencement of an action in a court of competent jurisdiction.

7-104 Remedies for Solicitations or Awards in Violation of Law

- (1) *Prior to Bid Opening or Closing Date for Receipt of Proposals.* If prior to the bid opening or the closing date for receipt of proposals, the Purchasing Administrator, after



consultation with Corporation Counsel, determines that a solicitation is in violation of federal, state, or municipal law, then the solicitation shall be canceled or revised to comply with applicable law.

- (2) *Prior to Award.* If after bid opening or the closing date for receipt of proposals, the Purchasing Administrator, after consultation with Corporation Counsel, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law, then the solicitation or proposed award shall be canceled.
- (3) *After Award.* If, after an award, the Purchasing Administrator, after consultation with Corporation Counsel, determines that a solicitation or award of a contract was in violation of applicable law, then:
 - (a) If the person awarded the contract has not acted fraudulently or in bad faith:
 - (i) the contract may be ratified and affirmed, provided it is determined that doing so is in the best interests of the County; or
 - (ii) the contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract, plus a reasonable profit, prior to the termination; or
 - (b) if the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interests of the County.



ARTICLE 8 - ETHICS IN PUBLIC CONTRACTING

8-101 Criminal Penalties

To the extent that violations of the ethical standards of conduct set forth in this Article constitute violations of the Michigan Penal Code they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this Part. Criminal, civil, and administrative sanctions against employees or nonemployees which are in existence on the effective date of these Regulations shall not be impaired.

8-102 Employee Conflict of Interest

It shall be unethical for any County employee to participate directly or indirectly in a contract or in a procurement in relation to a contemplated contract when the County employee knows that:

- (1) The County employee or any member of the County employee's immediate family has a financial interest pertaining to the contract or contemplated contract; or
- (2) The employee or a member of the employee's immediate family is a current or prospective employee of the contractor, in the case of an existing contract, or of a prospective contractor in the case of a contemplated contract.

8-103 Gratuities and Kickbacks

- (1) *Gratuities.*
 - (a) It shall be unethical for any person to offer, give, or agree to give to any County employee a gratuity, an offer of employment, or anything else of value in connection with any decision to approve, disapprove, or recommend the award of a contract, or in connection with any decision with regard to a bid protest, or with intent to influence the content of any specifications or procurement standards, or advice, investigation, audit report, or any other advisory communication related to a procurement or contract under these Regulations.
 - (b) It shall be unethical for any County employee to solicit, demand, accept, or agree to accept from another person a gratuity, an offer of employment, or anything else of value in connection with any decision to approve, disapprove, or recommend the award of a contract, or in connection with any decision with regard to a bid protest, or with intent to influence the content of any specifications or procurement standards, or advice, investigation, audit report, or any other advisory communication related to a procurement or contract under these Regulations.



- (2) *Kickbacks.* It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

8-104 Limitations on Contacts with County Officials

While a procurement is pending, bidders and proposers shall not communicate about the solicitation with any County employee, agent, or elected official, other than the Purchasing Administrator or other County personnel identified in the solicitation.

8-105 Prohibition Against Contingent Fees

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

8-106 Contemporaneous Employment Prohibited

It shall be unethical for any County employee who is participating directly or indirectly in procurement to become or to be, while a County employee, the employee of any person who, with the employee's knowledge, is a contractor to or is offering to become a contractor. As to a County employee who is not employed within the Purchasing Department, this Section relates only to simultaneous employment with a person who is a contractor, or is offering to become a contractor, under a contract with reference to which the employee is participating or has participated in procurement. This Section does not apply to procurement by a County employee in relation to a contract or contemplated contract in which the County employee's employment relationship with the non-County contractor is established by law or action of the Board of County Commissioners.

8-107 Waivers from Contemporaneous Employment Prohibition and Other Conflicts of Interest

The County Board of Commissioners may grant a waiver from the employee conflict of interest provision (Section 8-102; Employee Conflict of Interest) or the contemporaneous employment provision (Section 8-106; Contemporaneous Employment Prohibited) upon making a written determination that:

- (1) the requirements of Act No. 317 of the Public Acts of 1968, as amended, are complied with;



- (2) the contemporaneous employment or financial interest of the County employee or family member has been publicly disclosed;
- (3) the County employee will be able to perform its procurement functions without actual or apparent bias or favoritism; and
- (4) the contemplated award will be in the best interests of the County.

8-108 Use of Confidential Information

It shall be unethical for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

8-109 Sanctions

- (1) *Employees.* County employees are subject to any one or more of the following sanctions for violations of the ethical standards in this Article:
 - (a) oral or written warnings or reprimands;
 - (b) suspension with or without pay for specified periods of time; or
 - (c) termination of employment.
- (2) *Nonemployees.* Persons who are not county employees are subject to any one or more of the following sanctions for violations of the ethical standards:
 - (a) written warnings or reprimands;
 - (b) termination of contracts; or
 - (c) debarment or suspension as provided in Section 6-101 (Authority to Debar or Suspend).

8-110 Recovery of Value Transferred or Received in Breach of Ethical Standards

- (1) *General Provisions.* The value of anything transferred or received in breach of the ethical standards of these Regulations by a County employee or a nonemployee may be recovered from both the County employee and the nonemployee.
- (2) *Recovery of Kickbacks by the County.* Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award



of a subcontractor or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the County and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.



ARTICLE 9 – GENESEE COUNTY CREDIT CARD POLICY

9-101 Duties of the Purchasing Administrator

- (1) The Purchasing Administrator is responsible for credit card issuance, accounting, monitoring of credit card use, retrieval of cards, and general oversight of compliance with the Credit Card Policy.
- (2) The Purchasing Administrator shall maintain a system of internal accounting controls to monitor the use of County credit cards.
- (3) The Purchasing Administrator shall approve all credit card invoices prior to payment.
- (4) The Purchasing Administrator shall ensure that outstanding balances on County credit cards are paid within 30 days of the statement date.

9-102 Use of Credit Cards; Responsibility for Charges

- (1) Credit cards may only be issued to and used by officers and employees of Genesee County.
- (2) County credit cards may only be used for the purchase of goods or services to be used in the official business of Genesee County in accordance with the Genesee County Purchasing Regulations.
- (3) Any officer or employee using a County credit card for purchases shall submit appropriate and complete documentation to the Purchasing Administrator in such form as the Purchasing Administrator reasonably requires. The documentation shall, at a minimum, detail for each purchase:
 - (i) the method used to select the vendor,
 - (ii) the goods or services purchased,
 - (iii) the cost, and
 - (iv) the official business for which the goods or services were purchased.

All original documentation, such as invoices and purchase orders, must be included. Such documentation must be submitted within 14 days of the date of purchase.



- (4) Any officer or employee issued a County credit card is responsible for its custody and protection, and shall immediately notify the Purchasing Administrator if the card is lost, stolen, or misused in any way.
- (5) Any officer or employee issued a County credit card shall return the credit card to the Purchasing Administrator upon the earlier of (a) the return date specified by the Purchasing Administrator, or (b) the termination date of that officer or employee's employment with the County.

9-103 Officer or Employee of Genesee County, defined

For the purposes of this Credit Card Policy, the term 'officer or employee of Genesee County' includes any elected official or employee of Genesee County or any County department, including officers and employees of the Genesee County Circuit Court, the Genesee County Probate Court, the Sixty-Seventh District Court of Michigan, and agencies and offices of those courts. However, employees and officers of the Circuit Court Probation Office are not 'officers or employees of Genesee County' within the meaning of this Policy.

9-104 Unauthorized Use, Misuse of County Credit Card

In the event an officer or employee uses a County credit card for unauthorized purposes, or otherwise fails to comply with this Policy, the officer or employee may be subjected to any disciplinary measures permitted by law.



ARTICLE 10 – DISPOSAL OF SURPLUS PROPERTY

10-101 Authority to Dispose of Surplus Property

- (1) The Purchasing Administrator is authorized to dispose of individual items of surplus property with a current fair market value of \$30,000.00 or less. The Purchasing Administrator shall consult with the County Using Agency that last used the surplus property before disposing of it.
- (2) The Chairperson of the Public Works Committee is authorized to approve of the disposal of individual items of surplus property with a current fair market value between \$30,001.00 to \$100,000.00. The Purchasing Administrator shall consult with the County Using Agency that last used the surplus property before requesting authority from the Public Works Chairperson to dispose of it.
- (3) Disposal of surplus property with a current fair market value in excess of \$100,000.00 must be approved by the Board of Commissioners.

10-102 Disposal of Surplus Property

- (1) The Purchasing Administrator shall dispose of surplus property in a manner that maximizes the value obtained by the County. Acceptable methods of disposing of surplus property include, but are not limited to:
 - (a) public auction,
 - (b) hiring a broker or auctioneer to market the surplus property; and
 - (c) using online auction and sales platforms.
- (2) The Purchasing Administrator is authorized to dispose of multiple items of surplus property in one transaction or event if such disposition is in the best interests of the County.
- (3) The Purchasing Administrator shall report to the Public Works Committee each disposition of surplus property with a current fair market value in excess of \$30,000.00 within 30 days of the disposition of such surplus property.



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2144

Agenda Date: 10/22/2025

Agenda #: 1.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Marlene Collick, Deputy Director, Community Engagement and Justice Services

RE: Approval of a request to create the Opioid Settlement Steering Team Committee

BOARD ACTION REQUESTED:

Approval request to establish an Opioid Settlement Steering Team Committee with representatives from the following allowable sectors: Government, public health, health care providers, public safety, criminal-legal system, prevention coalition, harm reduction providers, recovery support providers, schools and universities, philanthropy, behavioral health providers, treatment providers, medical examiner/coroner, individuals with lived experience with substance use, family and friends of those with lived experience, and tribal citizens and governments, who will advise recommendations for the use of funds and to ensure opportunities for local organizations and departments to receive opioid settlement funds for purposes of development, implementation, expansion, or enhancement of programs and services.

BACKGROUND:

Genesee County ranks the highest in the State in overdose fatalities. From 2018-2022, Genesee County had a rate of 50 overdose fatalities per 100,000 people, and from 2020-2022, had a rate of 397.8 nonfatal overdose emergency department visits per 100,000 people, the 5th highest rate in the State.

Genesee County participated and signed on in national litigation against manufacturers, distributors, and pharmacies for their role in the opioid and overdose crisis.

Genesee County is projected to receive over \$13,000,000.00 over a total of eighteen (18) years, in which a total of approximately \$7,00,000.00 has been received. This does not include the 2 settlements, Purdue and Sackler family and Generic Manufactures, that Genesee County recently signed on to.

The use of opioid settlement funds must meet certain requirements as outlined in Settlement Agreement Exhibit E and by the definition of opioid remediation as outlined in the settlement agreement.

DISCUSSION:

The Opioid Settlement Advisory Committee decided it was time to put together a formal Opioid Settlement Steering Committee, and establish by-laws, to alleviate any conflict of interest. The committee that has been in place for two (2) years has members who can submit bids for future proposals.

In establishing the attached By-Laws and Conflict of Interest Disclosure Form, Genesee County will begin to formalize the opioid settlement processes for the purpose of oversight and monitoring of funds expended to entities for opioid remediation. The Opioid Settlement Steering Committee will provide recommendations to advise the Board of Commissioners on core remediation strategies for the use of opioid settlement funds.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

None

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

The Genesee County Board of Commissioners have committed to creating a Healthy, Livable, and Safe Community. The Opioid Settlement Steering Committee will help further that goal by assisting those individuals that are experiencing substance use disorders and/or mental health concerns. Impacting both public health and public safety.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Deputy Director of Community Engagement and Justice Services to authorize establishing an Opioid Settlement Steering Team Committee from representatives from the following allowable sectors: Government, public health, health care providers, public safety, criminal-legal system, prevention coalition, harm reduction providers, recovery support providers, schools and universities, philanthropy, behavioral health providers, treatment providers, medical examiner/coroner, individuals with lived experience with substance use, family and friends of those with lived experience, and tribal citizens and governments; and to authorizing establishing by-laws by which the committee is governed, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the October 22, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to sign the bylaws as necessary.

Conflict of Interest Disclosure Form

Genesee County Opioid Settlement Steering Committee

Conflict of interest is defined as a potential or actual financial association that may bias or have the appearance of biasing an advisory panel member's decision relation to opioid settlement funds planning, decision-making process or other committee activities.

This form is intended to outline whether a steering committee member has an economic interest in any entity whose financial interests would be affected by the opioid settlement funds.

Date:

Name:

Title:

Entity/Organization:

Affiliations with other entities/organizations:

Please check all conflicts of interest that apply:

☐

I have no conflicts of interest to report.

☐

My entity/organization will be submitting a request for funding through county opioid settlement funds.

☐

I am associated with another entity/organization that will be requesting county opioid settlement funds.

☐

An entity/organization I am affiliated with is receiving county opioid settlement funds.

☐

An entity/organization I am affiliated with is receiving state opioid settlement funds.

☐

I have additional conflicts of interest to report.

Additional conflicts of interest:

I certify that all information provided above is true and complete to the best of my knowledge.

Signature:

Date:

Bylaws of the
GENESEE COUNTY
Opioid Settlement Steering Committee

Adopted: October 29, 2025

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I. Name

The authorization for the Genesee County Opioid Settlement Steering Committee, hereinafter referred to as “Committee”, derives from the Genesee County Board of Commissioners’ Opioid Settlement Steering Committee Policy, adopted **October 29, 2025**.

II. Purposes and Function

a. Introduction

In 2021, Genesee County elected to join the nationwide settlement agreements to resolve all Opioid litigation brought by States and local governmental units against pharmaceutical manufacturers, distributors and pharmacies. Genesee County is eligible to receive a direct share from the original defendants as well as subsequent defendants, hereinafter referred to as “National Opioid Settlements”. Genesee County will receive a direct distribution of settlement funding with amounts subject to the *Michigan State-Subdivision Agreement* and settlement agreements with each individual company.

The Committee’s work shall comply with State of Michigan statutes, Genesee County policy, and provisions of applicable individual settlement agreements.

b. Responsibilities

i. Procedural Responsibilities

The Committee shall follow the following procedural responsibilities:

1. Elect annually a Chair, Vice Chair, and Secretary;
2. Comply with the Open Meetings Act, MCL 15.261 et seq.
3. Follow these Bylaws as established by the Board of County Commissioners.

ii. Planning Responsibilities

The Committee is responsible to the Genesee County Board of Commissioners, hereinafter referred to as “Board”, and shall provide input, advice, and recommendations on the disbursement of Genesee County government revenues received as a result of the opioid settlements.

The Committee shall produce documents which, at a minimum, shall include:

1. The manner in which documents are completed.
2. A community needs assessment which reviews priority areas for services in alignment with Exhibit E, the list of allowable or approved uses.
3. A recommended spending plan.

The Committee may, at its discretion, initiate document updates to respond to environmental changes, significant events, and other circumstances in the interim as needed.

iii. Implementation Responsibilities

The Committee shall review and make recommendations to the Board pertaining to projects to be funded by any opioid settlements funding, consistent with the current documents and prioritized approved uses, in accordance with applicable contracting laws.

The Committee shall monitor the service delivery and administration of all programs under the Committee's jurisdiction and funded by the opioid settlements.

By May 31st of each year, the Committee shall provide to the Board an annual report for the preceding calendar year of National Opioid Settlements funded projects.

III. Organization

a. Membership

Appointments to the Committee shall be made by the Board through its regular appointment process. The Committee shall consist of eleven (11) members who reflect the diversity of the Genesee County community.

The Committee should have members from each of the categories below:

1. One (1) individual from the Genesee County Board of Commissioner
2. One (1) individual who has professional expertise in substance use disorder
3. One (1) individual who has professional expertise in behavioral health
4. One (1) individual who has professional expertise in healthcare, including hospitals
5. One (1) individual who has professional expertise in public safety
6. One (1) individual who has professional expertise in the judicial system
7. Two (2) individuals with lived experience with substance use disorder

b. Term of Office

Members shall serve without compensation for three (3) years, with terms beginning on October 1st and ending on September 30th, or until a successor is appointed. To provide for the organizational stability that comes with staggered terms, initial appointments should be staggered as the Board sees fit, except for the Board of Commissioners' members, who shall be appointed annually, all other subsequent re-appointments shall be for three (3) years.

Vacancies will be filled within sixty (60) days by the Board.

c. Officers of the Committee

The Board shall elect a Chair, Vice-Chair, and a Secretary by majority vote of the Committee membership. Such an election will be held at the first meeting of each new calendar year. Officers will hold their office for one (1) year or until a successor is elected.

The duties of each of the above-mentioned officers will be as follows:

1. Chair - The Chair shall preside at all meetings of the Committee and shall create temporary sub-committees deemed necessary to conduct business. The Chair shall be an Ex-Officio member of all sub-committees.
2. Vice-Chair - In the absence of the Chair, the Vice-Chair shall preside at Committee meetings.
3. Secretary - The Secretary shall sign the approved minutes, which shall be kept on file as a permanent record in the Community Engagement and Justice Services Office of the Board of Commissioners. The Secretary shall be responsible for all correspondence and notice of meetings. This will be done in accordance with the Open meetings act. In the absence of both the Chair and Vice-Chair at any Committee meeting, the Secretary shall preside.

d. Sub-Committees

The Committee Chair shall have the authority to create and designate temporary sub-committees to implement and effect the aims and purposes of the Committee. Membership may consist of Committee members and non-members, as needed. Sub-committees report directly to the full Committee. Sub-committee progress reports should include a review of the agenda and member attendance at meetings.

IV. Rules and Regulations Governing the Committee

a. Meetings

Committee meetings shall be open to the public, in accordance with Michigan's Open meetings act.

All Committee members shall receive notice of regular meetings and all other meetings at least one week before the designated meeting date.

Meetings will be held at least quarterly on dates and times established by the Committee. These meetings shall be publicized and the public will be encouraged to attend. Special meetings of the Committee may be held in compliance with Michigan's Open meetings act.

b. Quorum

A quorum shall consist of a majority (fifty percent plus one [50% + 1]) of the current number of members of the Committee.

All decisions of the Committee must be arrived at by a majority vote. A roll-call vote will be taken whenever a funding decision is being made (i.e. allocation, de-funding, etc.).

Alternate members are entitled to vote on matters before the Committee in the absence of the appointed member.

Decisions made by a quorum of the Committee cannot be challenged by a dissenting Committee member.

c. Attendance

In order to maintain Committee membership, members must attend at least fifty percent (50%) of meetings in a calendar year and cannot have more than three (3) unexcused absences from Committee meetings.

Members not meeting these minimum standards may be recommended for dismissal from the Committee. The member will be notified in writing by the Chairperson of any failure to meet the minimum standards. The letter will request a response regarding the member's continued interest in remaining on the Committee. The Committee will advise the Board of the need to dismiss a member who fails to maintain attendance. In the event that a member submits a resignation to the Committee, a copy of the resignation will be forwarded to the Office of the Clerk of the Board of Commissioners.

d. Minutes

The Minutes of the Committee meetings shall be kept on file as a permanent record in the Community Engagement and Justice Services Office of the Board of Commissioners. The Minutes shall include:

1. Time and place of meetings
2. Names of members present and absent
3. Subjects considered at the meeting
4. Brief description of actions taken
5. Vote result of any item voted upon. A roll call vote is needed if voting on funding recommendations; or, if voice vote is not unanimous.

V. Conflict of Interest

Members of the Committee shall abstain from any discussion or vote regarding the awarding of monies or any contract or budget modifications if they have a direct or indirect financial interest. Any member may raise the question of a perceived Conflict of Interest on the part of another member.

Committee members will be asked to evaluate, on a yearly basis, or as needed, their personal relationship with any County/private agency which conceivably could apply for funding which utilizes the Committee funding allocation process. An annual "Conflict of Interest Member Statement" will be kept on file in the Genesee County Administration Office.

VI. Adoption of Bylaws and Amendments

a. Certification

The Bylaws become effective immediately upon adoption by the Board.

b. Amendments

The Bylaws shall be reviewed every three (3) years to determine continued relevancy to Committee goals and objectives and amended, as necessary.

Proposed amendments to the Bylaws will be submitted in writing to the Committee at a regular scheduled meeting. A majority vote of the Committee at the meeting shall be required to adopt the amendment. Before final adoption, the amendment must receive approval from the Board.

VII. Parliamentary Authority

Rules and procedures not specified in these Bylaws shall be by those provided in the most recent edition of Robert's Rules of Order.

Adoption

These Bylaws were reviewed by Genesee County's Legal Counsel on **October 16, 2025**, and revisions, if any, were incorporated per County Legal Counsel's advice.

The Genesee County Opioid Settlement Steering Committee Bylaws are adopted by the Genesee County Board of Commissioners meeting held on **October 29, 2025**.

Clerk of the Board of Commissioners

Board of Commissioners



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-1262

Agenda Date: 10/22/2025

Agenda #: 1.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Ken Koleda, GIS Director

RE: Appointment of Remonumentation Peer Review Committee Members for 2025 Grant Year

BOARD ACTION REQUESTED:

Approval of a request by Genesee County's Surveyor to appoint members to the Remonumentation Peer Review Committee for 2025 (Surveyor)

BACKGROUND:

This is the 32nd year of the remonumentation program. The annual grant program requires a peer review committee to confirm the work performed by contract surveyors and providing recommendations for resolving corners with conflicting or limited information.

DISCUSSION:

The county Surveyor has recommended the following members. Paul Brown, PS., retired, Greg McArdle, Meridian Land Surveying, Gill Bonno, Davis Land Surveying, Kevin Cleaver, Fleis & Vandenbrink, Mark VanRaemdonck, P.S., Landmark Surveying

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

None

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

This most fits into Community Growth in the sense that the program ensures the best information related to property parcels and other related data which are an important element for all property owners and potential developers.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the County Surveyor to authorize assigning six designated licensed professional surveyors to the 2025 Remonumentation Program Peer Review Board to review Genesee County Remonumented Corners as part of the 2025 Remonumentation Grant and as presented by the County's contract land surveying firms, and to further authorize paying each member \$150.00 for each attended meeting, to be paid out of fund 2971-245.00-804.000, is approved. The five appointees are as follows:

- Paul Brown, Retired
- Greg McArdle, Meridian Land Surveying
- Gill Bonno, Davis Land Surveying
- Kevin Cleaver, Fleis & Vandenbrink
- Mark VanRaemdonck, Landmark Surveying

(a copy of the memorandum request and supporting documents being on file with the official records of the November 5, 2025 Governmental Operations Committee of this Board).



Office of the
GENESEE COUNTY SURVEYOR
ROOM 312, COUNTY ADMINISTRATION BLDG.
1101 BEACH STREET
FLINT, MICHIGAN 48502

TELEPHONE
(810) 257-3020
(810) 230-1333

KIM R. CARLSON, P.E., P.S.
County Surveyor

FAX
(810) 230-7844

October 7, 2025

Genesee County Board of Commissioners
1101 Beach Street
3rd Floor
Flint, MI 48502

Attention: Chairperson
Public Works Committee

Reference: Genesee County Remonumentation Program appointment of Peer Review Board

Ladies and Gentlemen of the Board:

I hereby request your approval of the following Licensed Professional Land Surveyors to be assigned to the 2025 Genesee County Peer Review Board to review Genesee County Remonumented Corners presented by contracted land surveying firms. The selected Peer Review Board members are:

Paul Brown, P.S., Retired
Greg McArdle, P.S., Meridian Land Surveying
Gill Bonno, P.S., Davis Land Surveying
Kevin Cleaver, P.S., Fleis & Vandenbrink
Mark VanRaemdonck, P.S. Landmark Surveying

Very truly yours,

Kim R. Carlson, P.E., P.S.
Genesee County Surveyor



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2305

Agenda Date: 10/22/2025

Agenda #: 2.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sam Olson, Juvenile and Probate Court Administrator

RE: Approval of a contract between Genesee County and Global Vision Technologies, Inc. for FamCare software hosting and maintenance for the period October 1, 2025 - September 30, 2026, in the amount of \$49,833.44, to be paid from account 2920-664.00-801.028

BOARD ACTION REQUESTED:

Approval of a contract between Genesee County and Global Vision Technologies for FamCare software hosting and maintenance for the period October 1, 2025 - September 30, 2026, in the amount of \$49,833.44, to be paid from account 2920-664.00-801.028.

BACKGROUND:

FamCare software provides the case management and workflow system for the Juvenile Probation Department.

DISCUSSION:

The FamCare software provides critical functions for a juvenile probation department. All juvenile case-level data is stored in the system, along with providing a workflow system for all court reports. The system allows the department to run required reports and evaluation tools that are relied upon to make data-driven decisions about youth programming.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

This is an approved budget item and is paid from 2920-664.00-801.028. The cost is Child Care Fund eligible, and the County is reimbursed at 75% of the cost.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

The software provides a case management and workflow system that allows the department to

operate more efficiently, and access needed data and information.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Juvenile and Probate Court Administrator to authorize entering into a professional services contract between Genesee County and Global Vision Technologies, Inc. (GVT), whereby GVT will provide software hosting and maintenance services for the FamCare case management system, for the period commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed \$49,833.44 to be paid from account 2920-664.00-801.028, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the October 22, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

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 324 S. Saginaw St., Flint, Michigan 48502 (the “County”), and Global Vision Technologies, Inc. (“GVT”), a Missouri corporation, whose principal place of business is located at 6642 Clayton Rd., Ste. 346, St. Louis, MO 63117 (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, 2025, and shall be effective through September 30, 2026 (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 / Services

The total contract amount shall not exceed \$49,833.44.

The Contractor shall be paid an annual fee of \$44,458.44 for the software maintenance and hosting of the FamCare case management system. The Contractor shall provide to the County on a quarterly basis an invoice in a form acceptable to the County, along with any necessary supporting documentation, for software maintenance and hosting services.

The Contractor shall be paid a one-time fee of \$3,375.00 for the installation of a mini-YLS component to the case management system. The Contractor shall provide to the County a single invoice in a form acceptable to the County, along with any necessary supporting documentation, for the mini-YLS installation. Such installation must be completed by no later than November 28, 2025.

The Contractor shall be paid up to \$2,000.00, at a rate of \$200.00 per hour, for data extraction and transfer services associated with conversion to an alternate provider. Parties understand and acknowledge that only actual amounts will be billed for any work performed for data extraction and transfer services.

The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoices 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 Sam Olson (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.

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. 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.

10. 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".

11. 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.

12. Audit Rights

12.1 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.

12.2 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.

12.3 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.

12.4 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.

13. Identity Theft Prevention

13.1 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.

13.2 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.

14. 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.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. 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.

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 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.

14.1 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.

14.2 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.

15. Independent Contractor

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

16. General Provisions

16.1 Entire Contract

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

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

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.

16.2 No Assignment

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

16.3 Modification

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

16.4 Binding Effect

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

16.5 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.

16.6 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.

16.7 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.

16.8 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.

16.9 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.

16.10 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.

Global Vision Technologies, Inc.

COUNTY OF GENESEE

By: _____
April Freund
President/Owner

By: _____
Delrico J. Loyd, Chairperson
Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A

Description of the Services

Software Maintenance

GVT agrees to provide the following Maintenance software and Maintenance Services to Customer (Genesee County) during the term of this Software Maintenance Agreement:

GVT will from time to time in its discretion develop and provide to Customer, for installation by Customer, maintenance releases for the Licensed Software which it has developed. GVT agrees that each maintenance release for the Licensed Software will be compatible with the then current unaltered release of the Licensed Software. GVT representatives shall be accessible by telephone and e-mail on a 24/7 basis for 72 hours following its release of a new maintenance release or patch. GVT shall also develop and distribute from time to time in its discretion during the term of this Agreement other program updates and new system versions of the Licensed Software. All decisions regarding whether and when to develop and distribute any new releases shall be within the sole discretion of GVT. Installation of maintenance releases, updates, upgrades and new versions is not included and is outside the scope of Maintenance Services to be provided hereunder, and shall be the responsibility of Customer unless contracted for separately as needed on and installation by installation basis. GVT is not responsible for maintenance release issues that are caused by development by Customer. If Customer opts to develop in-house, Customer is responsible for determining and enforcing that Customer development staff is adequately trained on the Visions Server development tools and aware of how to avoid changes that are incompatible with maintenance releases.

GVT will provide support for the Licensed Software based upon the reported Severity Level of the problem as follows:

- a. Severity Level One (1) - The System is totally inoperative and/or real-time use is not possible.
- b. Severity Level Two (2) - A module or component of the Licensed Software application is inoperative, creating a critical situation for that function, however the general use of the application is possible.
- c. Severity Level Three (3) - All other problems arising with respect to the Licensed Software which are not critical, including Customer requested corrective support, preventative maintenance and, if applicable, any Contractor required enhancements and/or installations.
- d. Based on the levels defined above, GVT will respond to the Customer in the following manner:
 - i. Severity Level One (1) - 24 hours a day, 365 days of the year. Upon GVT's receipt from Customer of a report of the problem, a technician will be immediately assigned to commence resolution of the reported problem. Technicians will be alerted and will respond within 30 minutes. GVT will

maintain a commercially reasonable continuous effort to resolve the reported problem.

ii. Severity Level Two (2) - During normal business hours (9:00 a.m. - 6:00 p.m. EST Monday through Friday excluding holidays), unless otherwise agreed by the parties hereto on a case-by-case basis. If the problem is reported during normal business hours, an engineer will be immediately assigned to commence resolution of the reported problem. In the event that the problem is reported outside of normal business hours, a technician will be assigned to commence resolution of the reported problem at the beginning of the next business day. Once an engineer is assigned, the Contractor agrees to maintain a commercially reasonable continuous effort during regular business hours to resolve the reported problem.

iii. Severity Level Three (3) - During normal business hours (9:00 a.m. - 6:00 p.m. EST Monday through Friday excluding holidays). During normal business hours, the problem will be logged into the support tracking system and an engineer will be assigned to resolve the problem on a next available basis.

e. All Maintenance Services provided hereunder not necessitated by a defect in the Licensed Software will be performed by GVT and billed to Customer on a time and materials basis at GVT's standard rates.

f. Customer will make a reasonable effort to establish and maintain an internal competency center or help desk, which provides a central point of contact with GVT through which GVT can coordinate the Maintenance Services agreed to be provided under this Agreement. Upon GVT's request, Customer shall provide its reasonable cooperation and assistance in the resolution of any problem to be addressed under this paragraph 2. Customer's failure to provide such timely cooperation and assistance shall excuse GVT from its obligation to exert a continuous effort to resolve such problem.

g. GVT support services are not available if the Customer's servers are running GVT software that is more than three Major revisions old.

GVT will maintain the Licensed Software so that it is compatible with current releases distributed by the manufacturer of the Customer's base software, i.e., Windows operating system, Internet Explorer, etc.

GVT will monitor and maintain the Visions Server portion of the Licensed Software to be in compliance with any HIP AA Regulations codified in the Code of Federal Regulations which are applicable to Customer's use of the Licensed Software. To the extent that Customer's use of any the modules of the Licensed Software are required to be compliant with HIP AA Regulations, Customer may separately contract with GVT to make such modifications as may be necessary for such modules to comply. In the event Customer has other federal, state or local laws or regulations with which the Licensed Software must be compliant for Customer's use, GVT will only be responsible to monitor and maintain the Licensed Software so it complies with such laws or regulations if the

laws and regulations are separately cited on a schedule attached to this Agreement and initialed by an authorized representative of GVT.

Customer hereby grants GVT and each of its employees authorized to perform maintenance of the Software, without further or repeated consent of or notice to Customer, login access to Customer's computer system in order to perform GVT's obligations of maintenance and support pursuant to this Agreement.

GVT warrants that any and all future releases pertaining to the Licensed Software will be free from computer viruses at the time delivered to Customer. If Customer discovers a virus in the Licensed Software, Customer will promptly notify GVT of the virus. Any damage resulting from Customer's failure to promptly notify GVT of any such virus shall be the responsibility of Customer.

For the Software Maintenance services provided hereunder, Customer shall pay to GVT annual fees in the amount of \$26,458.44.

Hosting

GVT's obligations hereunder regarding Infrastructure Design/Maintenance fall into three categories: Hardware, Software, and Facility.

GVT shall own and maintain the equipment necessary to host the Customer's application. In the event of the failure of any such equipment, GVT will use commercially reasonable efforts to promptly repair or replace the equipment.

All database servers will use RAID 5 or equivalent to protect data from hard drive failure by storing data on multiple physical drives allowing for one of the drives to be replaced (hot swapped) while the system remains on line.

GVT will maintain standby firewalls at each hosting location to allow for immediate failover in the event of an equipment malfunction. Firewall updates and standby firewall synchronization will be performed no less frequently than semi-annually.

In addition to the Customer's primary production system, GVT will also maintain a development system subject to the same licenses and security as the production system. This development system will be used as a work environment and testing ground for any software changes that require Customer approval prior to elevating to the production system.

GVT will maintain and update the software on the servers necessary to run the Customer's application, which will include securing the Operating System (OS) and installing patches. Unless urgent updates are posted, GVT will install OS updates no less frequently than bi-monthly.

GVT shall obtain for use on the Customer's systems any licenses for Microsoft Windows, SQL Server, and Back Up software necessary to perform GVT's services hereunder.

GVT will also maintain an AntiVirus subscription for all servers necessary to run the Customer's application. Updates to the AntiVirus software definitions shall be performed no less frequently than weekly.

GVT shall provide a data center with the features set forth below. This data center may be owned by GVT or may be a co-location facility. If the Customer contracts to use the GVT Mirroring service ("Mirroring"), GVT will provide a second data center in a geographically dispersed location. Each data center will provide the following capabilities/features:

- Generators with a Fuel Service Level Agreement that prevent disruption of power in the event of a major power outage.
- Physical Security that, through the use of finger print scanners, key cards, and driver license verification, inhibits unauthorized personnel from entering the data center.
- HV AC that keeps equipment at safe operating temperatures.
- Advanced fire detection and suppression equipment designed to prevent fires and to suppress fires without damaging equipment.
- Raised floors to prevent water damage in the event that the advanced fire detection equipment malfunctions and sprinklers are used.
- Redundant high bandwidth internet connection that allows for reliable high speed connections.

GVT will provide staff 24/7/365 to manage the equipment on which the Customer's application resides. Staff assigned to management of the hosting equipment shall be trained in the install, modification, and repair of the Customer's application.

GVT's obligations hereunder regarding backup fall into three categories: Daily, Monthly Offsite, and Mirroring.

GVT will back up production servers daily between 8PM and 8AM Eastern Standard Time. Information will be backed up to Tapes, Network Attached Storage, or equivalent. GVT will use Acronis True Image, Veritas Backup Exec, NTBackup, or equivalent for this purpose.

GVT will provide off-site storage of backed up information monthly. The off-site storage includes all files necessary to recover a system in the event of a "Disaster" (as defined below). Off-site monthly storage is for the purpose of Disaster Recovery and not designed as a permanent archive. Permanent archiving services are outside the scope of this contract.

"Disaster" means an outage of Customer's System caused by an act of God, earthquake, hurricane, war, fire, act of terrorism, failure of telecommunications lines, or

malfunction, failure, loss or destruction of any hardware, network, infrastructure or other component of the telecommunications network. "Disaster" will not include an outage resulting from damage or destruction to the infrastructure of Customer's business facility.

- GVT will provide Disaster recovery services in the event of a Disaster at GVT's data center. GVT will make commercially reasonable efforts to minimize the duration of time that the Customer will be denied access during a Disaster. Outages caused by Disasters will count towards the overall downtime for a month and will be reimbursed according to the section below titled "Service Level Agreement".
- Customer will have the right to audit GVT's production and Disaster recovery facilities and records during regular business hours upon written request. Customer will pay all expenses for such audit.
- If a Disaster occurs that renders GVT's data center unusable or unavailable to the Customer, and if Mirroring is included as a provided service, GVT's Disaster recovery infrastructure will be set up so that it may resume Customer's access to the system from an alternative location, and via an alternative telecommunications route.
- GVT will create, test, and update a Disaster Recovery Plan for the Customer.

GVT shall employ appropriate security practices to protect Customer's data on GVT's networks and on the servers and other devices connected to GVT's network. GVT shall be responsible for compliance with all notification, reporting, and other legal requirements relating to any unauthorized release of data or other breach of security on GVT's network and the servers and other devices connected to GVT's network. GVT shall also be responsible for compliance with all notification, reporting, and other legal requirements relating to any unauthorized release of data or other breach of security that arises out of any act or failure to act on the part of GVT, regardless of whether such act or failure to act was negligent, grossly negligent, or intentional. Under any circumstance covered by this section, Customer, at its sole discretion, may also comply with any notification, reporting, or other legal requirement, provided, however, that compliance shall not relieve GVT of any of its responsibilities set forth in this section or otherwise existing under applicable law.

"Uptime" means all periods of time during which a user can log into the Customer's System, retrieve a form, and log out. Upon Customer's written request GVT will make available to Customer System downtime reports calculated on a monthly basis.

- Desired uptime is 24 hrs/day, 7 days/week.
- Monthly hosting invoices issued from time to time pursuant to this Agreement will be adjusted for system availability issues as follows:
 - If uptime falls between 98-99.9%, Customer will receive a 10% discount on the hosting invoice.
 - If uptime falls between 90-97.9%, Customer will receive a 20% discount on the hosting invoice.

O If uptime falls below 90%, Customer will receive a 100% discount on the hosting invoice and would have the right to terminate hosting.

GVT shall provide the Customer with a minimum of forty-eight (48) hours advance notice for scheduled maintenance, unless it is an emergency. For purposes of evaluating statistics of downtime, normal maintenance that is scheduled with approval of Customer will not be considered to be a system outage.

For the Hosting services provided hereunder, Customer shall pay to GVT annual fees in the amount of \$18,000.00.

Mini-YLS Installation

GVT shall develop and install a Mini-YLS Form to the FamCare case management system, with development to include the following:

o New Form

- ☐ Titled: YLS SHORT FORM
- ☐ Located under "Risk Assessments"
- ☐ Notes about the form:
 - ☐ The highlighted areas on the form (Name, DOB, Case number, race, Assessed by and Date) will need to auto populate, but also be an editable text field
 - ☐ The "Score" fields in the table/ grid right below the beginning information should function as a drop down with the corresponding numbers next to the "Recidivism Risk Level" options.
 - ☐ For example, the moderate/high score drop down will populate with 6, 7, 8, and 9
 - ☐ The "Areas of Concern:" Section will need to be 4 separate text areas.
 - ☐ All of the checkboxes need to have the ability to select more than 1 checkbox option.
 - ☐ EXCEPT - The "Scoring Summary" should only allow for 1 checkbox to be checked and the "Total Score" will be the number of the checkbox that was selected.
 - ☐ When users click the menu button, a summation page will appear (similar to the existing YLS format), the summation will have the same column fields which are the "actions", "edited on", and "edited by"
 - ☐ The security will need to be updated to reflect the YLS form
 - ☐ Lastly, it will need the option for the form to have PDF print functionality. If possible, the ability to select the page ranges of what the PDF should output.
 - ☐ For example, sometimes only 1st page is required

o New Report

- ☐ Titled: YLS Short Form Scores
- ☐ Located in the same area as "YLS Scores" (which is in "other reports")
- ☐ Needs to include the following demographics information from the client table:

- ☐ Client Name
- ☐ Client Number
- ☐ Date of Birth
- ☐ Age
- ☐ Race
- ☐ Gender
- ☐ Street
- ☐ City
- ☐ State
- ☐ Zip
- ☐ As well as the following additional information from the new YLS SHORT FORM:
 - ☐ Date
 - ☐ The "Total Score" (this is found at the bottom of the new form)
 - ☐ Override: indicate if the box is checked

GVT shall be paid a one-time fee of \$3,375.00 for the installation of the mini-YLS component to the case management system. Installation and final functionality/operability must be completed by no later than November 28, 2025.

Data Extraction and Transfer

GVT shall make available to Customer a backup copy of its SQL Server 2016+ database within 30 days of request by the Customer, in the event the Customer must transfer data to a new system.

GVT shall work with the Customer to extract and transfer data to a new system, in whichever format is necessary to effectuate a transfer of the data.

GVT shall be paid up to \$2,000.00, at a rate of \$200.00 per hour, for data extraction and transfer services associated with conversion to an alternate provider. Parties understand and acknowledge that only actual amounts will be billed for any work performed for data extraction and transfer services.



GLOBVIS-01

EDICARLO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Daniel and Henry Co. 1001 Highlands Plaza Drive West Suite 500 Saint Louis, MO 63110	CONTACT NAME: PHONE (A/C, No, Ext): (314) 421-1525 FAX (A/C, No): (314) 444-1990 E-MAIL ADDRESS: info@danielandhenry.com
INSURED Global Vision Technologies Inc 6642 Clayton Rd #346 Saint Louis, MO 63117	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Co. 11000 INSURER B: Hartford Fire Insurance Co 19682 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

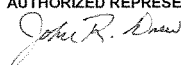
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		84SBARU0871	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		84SBARU0871	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 10,000		84SBARU0871	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	TechE&O/Professional		84TE0678563	8/14/2025	8/14/2026	Each Wrongful Act 3,000,000
B	Cyber Liability		84TE0678563	8/14/2025	8/14/2026	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Genesee County DMC, 7th Judicial Circuit, Genesee Family Division is included as additional insured on the general liability (including completed operations) on a primary and noncontributory basis when required by written contract or agreement. A waiver of subrogation is included in favor of the additional insured in regards to general liability when required by written contract and where permissible by law.

CERTIFICATE HOLDER

CANCELLATION

Genesee County DMC 7th Judicial Circuit, Genesee Family Division 630 S Saginaw Flint, MI 48502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2410

Agenda Date: 10/22/2025

Agenda #: 3.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Domonique Clemons, Genesee County Clerk and Register of Deeds

RE: Approval of a purchase order to Printing Systems, Inc. for the fiscal year ending 2026, in an amount not to exceed \$210,000.00, to provide for the printing of ballots for various elections; the cost of this purchase order will be paid from account 1010-215.00-900.008

BOARD ACTION REQUESTED:

Approval of a purchase order for purchasing ballots for elections to be conducted in 2026.

BACKGROUND:

In 2026 there will be at least 3 elections dates with Jurisdictions within Genesee County Participating in - May special Elections, August Primary and November General Election. Both August and November will be large countywide elections.

DISCUSSION:

Each of these elections will require the use of paper ballots, to be provided by the Genesee County Clerk's Office. PSI (Printing Systems, Inc) is a state approved vendor for Ballot printing that has a long-standing relationship with Genesee County, and other vendors are not currently accepting new clients.

IMPACT ON HUMAN RESOURCES:

No impact on HR.

IMPACT ON BUDGET:

This is a budgeted expense. We are requesting a purchase order of up to \$210,000.00 to come out of account 1010-215.00-900.008 for FY26. Each Election will be billed separately based on the exact quantities of ballots needed. The exact number is not known until jurisdictions submit their ballot order before each election.

IMPACT ON FACILITIES:

No impact on Facilities

IMPACT ON TECHNOLOGY:

No impact on Technology

CONFORMITY TO COUNTY PRIORITIES:

This is a statutory requirement of the Office of the County Clerk. In fulfilling our statutory duty in the most fiscally responsible way possible we are conforming to all 4 of the county priorities.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of County Clerk/Register to authorize an expenditure, in the form of a Purchase Order to Printing Systems, Inc., to purchase ballots for the elections to be conducted in 2026, at a total cost not to exceed \$210,000.00 to be paid from account 1010-215.00-900.008, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the October 22, 2025 meeting of the Governmental Operations Committee of this Board).

Election	estimated total ballots		price per ballot for printing
26-May	70,000		\$0.22
26-Aug	368,000		\$0.22
26-Nov	430,000		\$0.22

estimated printing cost	historical rate of folded ballots requested	estimated quantity folded of total ballots	additional cost per folded ballot
\$15,050.00	47.00%	32,900	\$0.06
\$79,120.00	44.00%	158,400	\$0.06
\$92,450.00	42.00%	180,600	\$0.06

estimated folding cost	estimated total cost per election
\$1,974.00	\$17,024.00
\$9,504.00	\$88,624.00
\$10,836.00	\$103,286.00
Total annual cost	\$208,934.00



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2421

Agenda Date: 10/22/2025

Agenda #: 4.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Ken Koleda, GIS Director

RE: Approval of an agreement between Genesee County and ESRI, in an amount not to exceed \$45,014.00, to provide for annual software maintenance; the cost of this agreement will be paid from account 1010-246.00-933.001 and 1010-000.00-123.000

BOARD ACTION REQUESTED:

Approval to pay invoice for 2025/2026 annual GIS software maintenance

BACKGROUND:

Pooling ESRI maintenance has been an annual activity since 2004 with the creation of the GIS department.

DISCUSSION:

This is a beneficial effort to the county and the partner entities. There was an increase this year due to a long term discount program expiring.

IMPACT ON HUMAN RESOURCES:

NA

IMPACT ON BUDGET:

In approved budget. Software for the period of 11/1/25-10/31/26. Cost \$41,190.89 from account number 1010-246.00-933.001 for 11/1/25-9/30/26 for FYE 2026 and \$3,823.11 from account number 1010-000.00-123.000 Prepaid expenses for 10/1/26-10/31/26 for FYE 2027. Most of the cost is pass-through and will be invoiced to individual entities that participate. Cost savings to all entities about \$15k

IMPACT ON FACILITIES:

NA

IMPACT ON TECHNOLOGY:

This is essential for software support and updates. Software updates are occurring about bi-monthly and we do use tech support multiple occasions per year.

CONFORMITY TO COUNTY PRIORITIES:

This is a collaborative program across entities that allows all parties to reduce costs by pooling the

maintenance fees. Therefore, this is helpful to both Collaborative Culture and Long-Term Financial Stability.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the GIS Director to authorize an expenditure for the yearly GIS Software licensing and maintenance package and to further authorize creating a Purchase Order to ESRI, Inc., in the amount of \$45,014.00 for the term commencing November 1, 2025, through October 31, 2026, to be paid from account number 1010-246.00-933.001 in the amount of \$41,190.89 for the portion for FYE 2026 and account number 1010-000.00-123.000 in the amount of \$3,823.11 for the portion for FYE 2027, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the October 22, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized, as necessary, to execute the Quotation document on behalf of Genesee County.



380 New York St
Redlands, CA-92373-8118
Phone: (909) 793-2853

Invoice : 900105982 Document date : 10/01/2025
Order : 4984404 Delivery :
Customer : 315006
Customer PO : QUOTE KOLEDA
End User : 315006 County of Genesee
Project :

'Invoice'

Page : 1

Ship to:

Bill to:

County of Genesee
GIS Department
1101 Beach St Rm 210
Flint MI 48502-1428

County of Genesee
GIS Department
1101 Beach St Rm 210
Flint MI 48502-1428

For questions regarding this document, please contact Customer Service at 888-377-4575.

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal/software-license.

Esri Contract: 18574.12 Customer Contract:

Item	Qty	Material Number	Price
10	2	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 11/01/2025 End Date: 10/31/2026	6,950.00
1010	9	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 11/01/2025 End Date: 10/31/2026	12,600.00
2010	2	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 11/01/2025 End Date: 10/31/2026	1,620.00
3010	9	87195 ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 11/01/2025 End Date: 10/31/2026	5,220.00
4010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 11/01/2025 End Date: 10/31/2026	580.00
5010	1	87233 ArcGIS Spatial Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 11/01/2025 End Date: 10/31/2026	230.00
6010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance	580.00

**esri®**

380 New York St
Redlands, CA-92373-8118
Phone: (909) 793-2853

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Customer PO : QUOTE KOLEDA
End User : 315006 County of Genesee
Project :

'Invoice'

Page : 2

Esri Contract: 18574.12 Customer Contract:

Item	Qty	Material Number	Price
		Start Date: 11/01/2025 End Date: 10/31/2026	
7010	1	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 11/01/2025 End Date: 10/31/2026	460.00
8010	6	87193 ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 11/01/2025 End Date: 10/31/2026	2,100.00
9010	1	100571 ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 11/01/2025 End Date: 10/31/2026	580.00
10010	1	100572 ArcGIS Network Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 11/01/2025 End Date: 10/31/2026	230.00
11010	1	153148 ArcGIS Online Creator User Type Annual Subscription Start Date: 11/01/2025 End Date: 10/31/2026	684.00
12010	1	162284 ArcGIS Image Analyst for ArcGIS Pro Concurrent Use Primary Maintenance Start Date: 11/01/2025 End Date: 10/31/2026	580.00
13010	2	161328 ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 11/01/2025 End Date: 10/31/2026	11,800.00
14010	2	165533 ArcGIS Online Mobile Worker User Type Annual Subscription Start Date: 11/01/2025 End Date: 10/31/2026	800.00



esri®

380 New York St
Redlands, CA-92373-8118
Phone: (909) 793-2853

Invoice : 900105982 Document date : 10/01/2025
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'Invoice'

Page : 3

Item Subtotal 45,014.00

Total: USD 45,014.00

FEIN: 95-2775732
DUNS/CEC: 06-313-4175 CAGE: 0AMS3
Please detach lower portion and return with remittance



esri®

Remit Payment to:
Environmental Systems Research Institute, Inc.

By Check:

P.O. Box 741076
Los Angeles
CA 90074-1076

Electronic Instructions:

Bank: Bank of America
Wire ABA: 026009593
ACH ABA: 121000358

Acct#: 1496150335



County of Genesee
GIS Department
1101 Beach St Rm 210
Flint MI 48502-1428

Invoice: 900105982 Document Date: 10/01/2025
Order: 4984404
Payer: 315006 **Total: USD 45,014.00**

Fiscal Year End	9/30/2026	Total Amount	\$ 45,014.00
Old Fiscal	New Fiscal	Allocation	
11/1/2025	10/31/2026	Old Fiscal Year-Allocation	\$ 41,190.89
92%	8%		
100%		New Fiscal Year Allocation	\$ 3,823.11

FY26

FY27



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2437

Agenda Date: 10/22/2025

Agenda #: 5.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sam Olson, Juvenile and Probate Court Administrator

RE: Approval of an agreement between Genesee County and Genesee Health System, in an amount not to exceed \$85,000, to provide behavioral health services for youth at the Genesee County Juvenile Justice Center; the term of this agreement is October 1, 2025 through September 30, 2026; the cost of this agreement will be paid from account 2920-356.00-801.028

BOARD ACTION REQUESTED:

The Court is requesting approval of a contract extension between Genesee County and Genesee Health System (GHS), in an amount not to exceed \$85,000, to provide behavioral health services for youth at the Genesee County Juvenile Justice Center; the term of this extension is from October 1, 2025 through September 30, 2026; the cost will be paid from account 2920-356.00-801.028.

BACKGROUND:

GHS will provide behavioral health services for youth at the Juvenile Justice Center, including mental health and trauma screening, psychiatric evaluations, psychosocial assessments, medication reviews, case management services, and therapy services. The underlying agreement between the parties is reflected in Resolution # 2024-1232.

DISCUSSION:

Youth at the Juvenile Justice Center present with significant mental health and trauma issues. To provide the best standard of care, it is critical that youth receive a wide array of behavioral health services while at the Center. GHS will provide clinical staff on-site who will provide assessments, crisis counseling, and referrals for further evaluation. Additional services provided are mental health and trauma screening, psychiatric evaluations, psychosocial assessments, medication reviews, case management services, and therapy services.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The cost of this extension shall not exceed \$85,000 to be paid 2920-356.00-801.028. The services are a part of the approval childcare fund annual plan and budget for FY 2025-26.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Healthy, safe, livable communities.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Juvenile and Probate Court Administrator to authorize an extension of the professional services contract between Genesee County and Genesee Health System (GHS), whereby GHS will provide mental health services for youth at the Genesee County Juvenile Justice Center for the period commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed \$85,000 to be paid from account 2920-356.00-801.028, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the October 22, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract extension on behalf of Genesee County.

EXTENSION to Professional Services Agreement
With Genesee Health System

This Extension is between Genesee Health System (“GHS”) and the County of Genesee, a Michigan municipal corporation whose principal place of business is located at 324 South Saginaw Street, Flint, Michigan 48502 (the “County”), acting through the 7th Judicial Circuit Court, Family Division (the Contractor and the County together, the “Parties”), as an Extension to the underlying agreement entered into between the Parties, reflected in Resolution # 2024-1232, for mental health services at the Genesee County Juvenile Justice Center.

WHEREAS, the Parties executed a contract, effective October 1, 2024 – September 30, 2025 (the “Agreement”), pursuant to which the Contractor would perform mental health screenings, assessments, and related mental health services for youth at the Juvenile Justice Center; and

WHEREAS, the Parties wish to extend the contract for an additional year, as specified in Paragraph 1.2 of the underlying Agreement.

NOW THEREFORE, the Parties agree as follows:

1. The Agreement shall be extended for October 1, 2025 – September 30, 2026, in an amount not to exceed \$85,000, for the extension period.
2. The remaining terms of the Agreement remain unchanged and in full effect.

GENESEE HEALTH SYSTEM

COUNTY OF GENESEE

By: _____
Danis Russell
Chief Executive Officer

By: _____
Delrico J. Loyd, Chairperson
Board of Commissioners

Date: _____

Date: _____

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 **Genesee Health System, whose principal business address is located at 1040 W. Bristol Road, Flint, MI 48507** (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

Unit Rate. The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$85,000. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. 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 **Rhonda Ihm** (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. 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.

10. 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".

11. 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.

12. Audit Rights

12.1 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.

12.2 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.

12.3 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.

12.4 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.

13. Identity Theft Prevention

13.1 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.

13.2 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.

14. 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.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily

injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. 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.

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 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.

14.1 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.

14.2 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.

15. Independent Contractor

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

16. General Provisions

16.1 Entire Contract

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

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

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.

16.2 No Assignment

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

16.3 Modification

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

16.4 Binding Effect

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

16.5 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.

16.6 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.

16.7 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.

16.8 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.

16.9 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.

16.10 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.

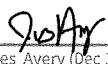
IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

GENESEE HEALTH SYSTEM

COUNTY OF GENESEE

By: _____
Danis Russell
Chief Executive Officer

Date: _____

By:  _____
James Avery (Dec 19, 2024 05:47 EST)
James Avery, Chairperson
Board of County Commissioners

Date: _____

EXHIBIT A

Description of the Services

The assigned GHS staff is to be approved and authorized by the GCJJC Center Director.

Services provided by GHS staff for up to 32 hours per week:

- Trauma assessments
- Suicide assessments
- Staff/Supervisor debriefing
- Group interventions for youth, including preparation time.
- Case-management and Coordination of care for youth as required and assigned.
- Counseling and Brief Solution focused Therapy
- Clinical screenings
- Attend staff meetings when requested and provide mental health in-service trainings for staff as requested by the JJC Center Director

Additional Services that can be provided for youth while detained at the Genesee County Juvenile Justice Center. To provide continuity of care, all services can continue while youth are detained at the Genesee County Juvenile Justice Center after Medicaid can no longer be billed.

- Mental health screening and assessment utilizing the MAYSI-II, or other reliable instrument, for youth scheduled before the Court for preliminary hearing or those placed at the Genesee County Juvenile Justice Center. Screening and assessment will be used to assist in the development of appropriate treatment planning.
- Trauma screening utilizing the CATS, or other reliable instrument, for youth scheduled before the Court for preliminary hearing or those housed at the Genesee County Juvenile Justice Center. Screening and assessment will be used to assist in the development of appropriate treatment planning.
- Psychiatric/tele-psychiatric evaluation
- Medication/tele-psychiatric medication review
- Psychosocial assessment
- Case management
- Therapy
- Attend meetings and trainings that address Juvenile Justice issues relevant to GHS and the Court
- GHS staff must be present for each annual Genesee County Child Care Fund site review.

The parties acknowledge that payments are subject to funding availability from both Genesee County and the Michigan Child Care Fund. The Contractor shall be paid for the services performed in the amount of \$200.00 per mental health assessment and recommendation; \$495.00 per psychiatric/tele-psychiatric evaluation; and \$125.00 per medication/tele-psychiatric medication review. When a youth is detained and already has an established primary care provider for mental health services, the Court agrees to compensate GHS for the services performed in the amount of \$200.00 per psychiatric evaluation; \$80.00 per psychosocial assessment; \$65.00 per medication review; \$45.00 per unit of case management and \$65.00 per therapy session.

Billing Invoice:

Medicaid and Health Plans will be billed first for all billable services. To provide continuity of care, all services can continue while youth are detained at the Genesee County Juvenile Justice Center after Medicaid can no longer be billed.

The Contractor must provide to the County monthly invoices in a form acceptable to the County along with any necessary supporting documentation such as time sheets, said invoices to be submitted no later than the 10th of the month following close of the month of service.

Late invoices, those submitted any time after the 10th day of the month following close of the month of service, will not be paid. If the Contractor submits a late invoice, that invoice may be paid at the discretion of the Contract Administrator only after written notice from the Contractor stating the reason for the late invoice.

The Contract Administrator shall be the point of submission for the monthly invoices. The request for payment will be placed in line for payment as soon as practical and consistent with current practice. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

Billing invoice shall include the following:

- Billing month
- Hours worked by GHS staff
- Youth's full name
- Date of birth
- Age
- Court docket number
- Service date
- Service type
- Service rate
- Total amount for entire invoice

FY25 GHS JJC

Final Audit Report

2024-12-19

Created:	2024-12-18
By:	Rhonda Ihm (RIhm@geneseecountymi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArldG8cxqRfTgPWVhixUzI9UZ7pPoQkgh

"FY25 GHS JJC" History

-  Document created by Rhonda Ihm (RIhm@geneseecountymi.gov)
2024-12-18 - 6:21:56 PM GMT
-  Document emailed to javery@geneseecountymi.gov for signature
2024-12-18 - 6:22:11 PM GMT
-  Email viewed by javery@geneseecountymi.gov
2024-12-18 - 6:23:04 PM GMT
-  Signer javery@geneseecountymi.gov entered name at signing as James Avery
2024-12-19 - 10:47:19 AM GMT
-  Document e-signed by James Avery (javery@geneseecountymi.gov)
Signature Date: 2024-12-19 - 10:47:21 AM GMT - Time Source: server
-  Agreement completed.
2024-12-19 - 10:47:21 AM GMT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BHS Insurance PO Box 953 Grandville MI 49468	CONTACT NAME: Dawn VandenBosch PHONE (A/C, No, Ext): 616-261-7313 E-MAIL ADDRESS: dvandenbosch@bhsins.com FAX (A/C, No): 616-574-3317
INSURED Genesee Health System Genesee Community Health Center Attn: Mr. R David Hunter 1040 W Bristol Rd. Flint MI 48507	INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Insurance Company INSURER B: Massachusetts Bay Insurance Co INSURER C: Hanover Atlantic Insurance Com INSURER D: Midwest Employers/MI Clubs Fun INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 46056989**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	N	Z7IA870747	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Incl in Gen Agg \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	A7I-A870989	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	N	N	L3Q A825448 09	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☐ N	N/A	EWC008816	10/1/2023	10/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	Professional Liability Professional Liability	N	N	L3QA825446 09	10/1/2024	10/1/2025	Each Prof Incident \$ 1,000,000 Aggregate Limit \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Your Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2438

Agenda Date: 10/22/2025

Agenda #: 6.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sam Olson, Juvenile and Probate Court Administrator

RE: Approval of an agreement between Genesee County and Genesee Health System, in an amount not to exceed \$65,000, to provide mental health assessments, evaluations, and services for youth on probation; the term of this agreement is October 1, 2025 through September 30, 2026; the cost of this agreement will be paid from account 2920-664.00-868.014

BOARD ACTION REQUESTED:

The Court is requesting approval of a contract extension with Genesee Health System (GHS), in an amount not to exceed \$65,000, to provide mental health assessments, evaluations, and services for youth on probation; the term of this extension is from October 1, 2025 through September 30, 2026; the cost of this extension will be paid from 2920-664.00-868.014. The services are part of the approved childcare fund annual plan and budget for FY 2025-26.

BACKGROUND:

GHS will provide mental health assessments, evaluations, and services for youth on probation. The mental health assessments help in identifying unaddressed mental health issues and assist in case planning for youth on probation. The parties entered into the underlying agreement reflected in Resolution # 2024-1229.

DISCUSSION:

Youth involved in the juvenile justice system present with significant mental health and trauma issues. To properly support their needs and identify support services, it is important to assess and evaluate the need for further mental health and trauma treatment. GHS provides licensed clinicians who conduct a mental health screening (MAYSI-2) and a trauma screening on every youth that comes before the Court. The screening tools help drive case planning and assess the need for further evaluation and treatment.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The cost of this extension shall not exceed \$65,000, to be paid from account 2920-664.00-868.014. The services are part of the approval childcare fund annual plan and budget for FY 2025-26.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Healthy, safe, and livable communities.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Juvenile and Probate Court Administrator to authorize an extension of the professional services contract between Genesee County and Genesee Health System (GHS), whereby GHS will provide mental health screenings, evaluations, and support for youth on probation for the extension period commencing October 1, 2025, through September 30, 2026, at a cost not to exceed \$65,000 to be paid from account 2920-664.00-868.014, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the October 22, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract extension on behalf of Genesee County.

EXTENSION to Professional Services Agreement
With Genesee Health System

This Extension is between Genesee Health System (“GHS”) and the County of Genesee, a Michigan municipal corporation whose principal place of business is located at 324 South Saginaw Street, Flint, Michigan 48502 (the “County”), acting through the 7th Judicial Circuit Court, Family Division (the Contractor and the County together, the “Parties”), as an Extension to the underlying agreement entered into between the Parties, reflected in Resolution # 2024-1229, for mental health in community-based treatment.

WHEREAS, the Parties executed a contract, effective October 1, 2024 – September 30, 2025 (the “Agreement”), pursuant to which the Contractor would perform mental health screenings, assessments, and related mental health services for court-involved youth in community placement and at court proceedings; and

WHEREAS, the Parties wish to extend the contract for an additional year, as specified in Paragraph 1.2 of the underlying Agreement.

NOW THEREFORE, the Parties agree as follows:

1. The Agreement shall be extended for October 1, 2025 – September 30, 2026, in an amount not to exceed \$65,000, for the extension period.
2. The remaining terms of the Agreement remain unchanged and in full effect.

GENESEE HEALTH SYSTEM

COUNTY OF GENESEE

By: _____
Danis Russell
Chief Executive Officer

By: _____
Delrico J. Loyd, Chairperson
Board of Commissioners

Date: _____

Date: _____

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 **Genesee Health System, whose principal business address is located at 1040 W. Bristol Road, Flint, MI 48507** (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

Unit Rate. The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$65,000. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. 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 **Rhonda Ihm** (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. 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.

10. 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”.

11. 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.

12. Audit Rights

12.1 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.

12.2 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.

12.3 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.

12.4 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.

13. Identity Theft Prevention

13.1 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.

13.2 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.

14. 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.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily

injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. 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.

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 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.

14.1 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.

14.2 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.

15. Independent Contractor

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

16. General Provisions

16.1 Entire Contract

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

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

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.

16.2 No Assignment

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

16.3 Modification

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

16.4 Binding Effect

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

16.5 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.

16.6 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.

16.7 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.

16.8 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.

16.9 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.

16.10 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.

GENESEE HEALTH SYSTEM

COUNTY OF GENESEE

By: _____
Danis Russell
Chief Executive Officer

Date: _____

By:  _____
James Avery, Chairperson
Board of County Commissioners

Date: _____

EXHIBIT A

Description of the Services

Eligibility criteria: Court-involved youth, either in community placement or at the Genesee County Juvenile Justice Center, ages 12-17 at the time of the offense. Services to offenders that were under the age of 18 at the time of the offense may be provided past the age of eighteen in certain circumstances where the Court has lawfully extended its jurisdiction beyond age 18.

File documentation required: GHS is required to provide the Court with a copy of each completed trauma screening, MAYSI-II assessment and/or psychiatric assessment.

Services provided:

- Mental health screening and assessment utilizing the MAYSI-II, or other reliable instrument, for youth scheduled before the Court for preliminary hearing or those placed at the Genesee County Juvenile Justice Center. Screening and assessment will be used to assist in the development of appropriate treatment planning.
- Trauma screening utilizing the CATS, or other reliable instrument, for youth scheduled before the Court for preliminary hearing or those housed at the Genesee County Juvenile Justice Center. Screening and assessment will be used to assist in the development of appropriate treatment planning.
- Referral process for further mental health assessment as needed.
- Referral process for psychiatric consultation, and services when needed, for youth scheduled before the Court.
- Monitor assessment referrals and encourage mental health treatment follow through
- Other referrals as needed, or any planning to reduce the likelihood of continued Court involvement including coordination with MST, Wraparound.
- Provide a program evaluation.
- When feasible, provide education to other community stakeholders as they become involved
- Attend meetings and trainings that address Juvenile Justice issues relevant to GHS and the Court
- GHS staff must be present for each annual Genesee County Child Care Fund site review

Evaluation to include the following:

- Number of youth screened
- Number of youth referred for further assessment
- Number of youth who receive services

The parties acknowledge that payments are subject to funding availability from both Genesee County and the Michigan Child Care Fund. The Contractor shall be paid for the services performed in the amount of \$200.00 per mental health assessment and recommendation; \$495.00 per psychiatric/tele-psychiatric evaluation; and \$125.00 per medication/tele-psychiatric medication review. When a youth is detained and already has an established primary care provider for mental health services, the Court agrees to compensate GHS for the services performed in the amount of \$200.00 per psychiatric evaluation; \$80.00 per psychosocial assessment; \$65.00 per medication review; \$45.00 per unit of case management and \$65.00 per therapy session.

Billing Invoice:

The Contractor must provide to the County monthly invoices in a form acceptable to the County along with any necessary supporting documentation such as time sheets, said invoices to be submitted no later than the 10th of the month following close of the month of service.

Late invoices, those submitted any time after the 10th day of the month following close of the month of service, will not be paid. If the Contractor submits a late invoice, that invoice may be paid at the discretion of the Contract Administrator only after written notice from the Contractor stating the reason for the late invoice.

The Contract Administrator shall be the point of submission for the monthly invoices. The request for payment will be placed in line for payment as soon as practical and consistent with current practice. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

Billing invoice shall include the following:

- Billing month
- Youth's full name
- Date of birth
- Age
- Court docket number
- Service date
- Service type
- Service rate
- Total amount for entire invoice

FY25 GHS MH

Final Audit Report

2024-12-19

Created:	2024-12-18
By:	Rhonda Ihm (RIhm@geneseecountymi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdxSoglg4HP-BjUEEzptuFMZ0TsVePj

"FY25 GHS MH" History

-  Document created by Rhonda Ihm (RIhm@geneseecountymi.gov)
2024-12-18 - 6:22:52 PM GMT
-  Document emailed to javery@geneseecountymi.gov for signature
2024-12-18 - 6:23:06 PM GMT
-  Email viewed by javery@geneseecountymi.gov
2024-12-18 - 6:23:59 PM GMT
-  Signer javery@geneseecountymi.gov entered name at signing as James Avery
2024-12-19 - 10:46:24 AM GMT
-  Document e-signed by James Avery (javery@geneseecountymi.gov)
Signature Date: 2024-12-19 - 10:46:26 AM GMT - Time Source: server
-  Agreement completed.
2024-12-19 - 10:46:26 AM GMT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BHS Insurance PO Box 953 Grandville MI 49468	CONTACT NAME: Dawn VandenBosch PHONE (A/C, No, Ext): 616-261-7313 E-MAIL ADDRESS: dvandenbosch@bhsins.com FAX (A/C, No): 616-574-3317												
INSURED Genesee Health System Genesee Community Health Center Attn: Mr. R David Hunter 1040 W Bristol Rd. Flint MI 48507	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A : Citizens Insurance Company</td><td>NAIC # 31534</td></tr><tr><td>INSURER B : Massachusetts Bay Insurance Co</td><td>22306</td></tr><tr><td>INSURER C : Hanover Atlantic Insurance Com</td><td></td></tr><tr><td>INSURER D : Midwest Employers/MI Clubs Fun</td><td>23612</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER A : Citizens Insurance Company	NAIC # 31534	INSURER B : Massachusetts Bay Insurance Co	22306	INSURER C : Hanover Atlantic Insurance Com		INSURER D : Midwest Employers/MI Clubs Fun	23612	INSURER E :		INSURER F :	
INSURER A : Citizens Insurance Company	NAIC # 31534												
INSURER B : Massachusetts Bay Insurance Co	22306												
INSURER C : Hanover Atlantic Insurance Com													
INSURER D : Midwest Employers/MI Clubs Fun	23612												
INSURER E :													
INSURER F :													

COVERAGES

CERTIFICATE NUMBER: 46056989

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N N	Z7IA870747	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Incl in Gen Agg \$
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N N	A7I-A870989	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 0 ☐ OCCUR ☐ CLAIMS-MADE	N N	L3Q A825448 09	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ Y ☐ N/A	N N	EWC008816	10/1/2023	10/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	Professional Liability Professional Liability	N N	L3QA825446 09	10/1/2024	10/1/2025	Each Prof Incident 1,000,000 Aggregate Limit 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Your Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2444

Agenda Date: 10/22/2025

Agenda #: 7.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sheriff Christopher R. Swanson

RE: Request to accept the Residential Substance Abuse Treatment (RSAT) grant contract from the Michigan State Police (MSP)

BOARD ACTION REQUESTED:

Request to accept the Residential Substance Abuse Treatment (RSAT) grant contract from the Michigan State Police (MSP)

BACKGROUND:

Maintaining a census of approximately 600 individuals, the Genesee County Jail holds a large number of individuals with complex needs. Historically, people have been lodged with very little support, but a program called I.G.N.I.T.E. (Inmate Growth Naturally and Intentionally Through Education) was established in 2020, providing education opportunities such as a high school diploma, financial empowerment, nutrition, electrical, carpentry, and CDL training. Offering education opportunities to justice-involved individuals has proven to create a tremendous amount of positive momentum. However, there is still a major need to provide additional support as they return home. The R.I.S.E. Team was formed in 2023 and has begun providing mental health support, peer recovery coaching, and case management for social determinants of health in the Genesee County Jail and as people return home. While this has been helpful in building capacity to address the behavioral health needs of justice-involved individuals in Genesee County, there is still a major need to develop further programming that increases access to MAT /MOUD for this vulnerable population. When people enter the criminal justice system, their access to treatment changes. Many will lose insurance benefits and services. For those who begin receiving services while incarcerated, many lose access, sometimes immediately, when they return to the community. This can be particularly dangerous for people who suddenly lose access to prescribed medications. To ensure the best possible outcomes for individuals, which include keeping them out of jails and prisons, we must create systems that support people as they transition both in and out of incarceration. People should receive appropriate support services while incarcerated and have a plan that connects them to community-based services and adequate insurance coverage before returning to the community, which is the mission of the R.I.S.E. Team. With the new medical services contract passed and Vital Core taking over June 1, 2025, it is well-positioned to support continuations and inductions for individuals who meet criteria for MAT/MOUD upon entering the jail. GCJ will work in partnership with Vital Core, New Paths, Inc., and an OTP methadone provider to accomplish this work. Implementation will include new assessment tools upon admission to identify individuals in need of continuing MAT/MOUD, new processes for prescribing the necessary medications and changes to

provider roles based on medication type, new staff workflows to ensure each client is enrolled in jail - based outpatient treatment and receiving Peer Recovery Coaching throughout the service delivery period, and enhanced procedures for developing individualized aftercare plans with each participant before reentry. FY2026

DISCUSSION:

The Genesee County Sheriff's Office has worked diligently with the Community Corrections and the Opioid Settlement Committee over the past two years to improve our jail MAT/MOUD expansion initiative. This focus has allowed us to implement and expand our MOUD services to those incarcerated in the Genesee County Jail. The Opioid Committee has graciously provided match funds (RESO # 2025-2104) to dedicate a full-time corrections deputy to the RISE program. With this support we can ensure that every inmate that enters jail is screened for substance abuse and referred to appropriate medical services as well as wrap around services upon release. The grant award in the amount of \$250,000.00 will be deposited into account # 2848-324.00

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

Grant award in the amount of \$250,000.00 will be deposited into account # 2848-324.00. Continued coordination with Community Corrections to ensure match funds are utilized to cover salary of RISE Deputy.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

This conforms to the County Priorities by ensuring safer communities and healthier residents.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize accepting the Residential Substance Abuse Treatment (RSAT) grant from, and entering into a grant agreement with, the Michigan State Police, in the amount of \$250,000.00 for the term commencing October 1, 2025, through September 30, 2026, whereby the grant will be used to fund the County Jail's MAT/MOUD program, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the October 22, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the grant agreement on behalf of Genesee County.

RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT) GRANT CONTRACT

Grant Agreement

hereinafter referred to as the "Agreement"

between

Michigan State Police

hereinafter referred to as the "Department"

and

County of Genesee

1101 Beach St. , Flint, Michigan 48502

Unique Entity Identifier:

XD5HMHXNBWX6

hereinafter referred to as the "Contractor"

for

Genesee County Sheriff's Office

Genesee County Jail MAT/MOUD Expansion Initiative

MSP Project Number: RSAT-90009-Genesee County Sheriff-2026

I. Period of Agreement:

This Agreement shall commence on **10/01/2025** and continue through **09/30/2026**.

This Agreement is in full force and effect for the period specified .

All projects must be initiated within 60 days of the start date of this Agreement.

II. Funding Source and Agreement Amount:

This Agreement is designated as a subrecipient relationship with the following stipulations :

- A. Including federal funds and required local match, the total amount of this Agreement is \$337,918.00.
- B. The Department, under the terms of this Agreement, will provide federal pass-through funding not to exceed \$250,000.00.
- C. The Catalog of Federal Domestic Assistance (CFDA) number is 16.539.
- D. The Assistance Listing Title is Residential Substance Abuse Treatment for State Prisoners .
- E. The federal agency name is U.S. Department of Justice.
- F. The federal grant award number is 2021-15PBJA-21-GG-00063-RSAT.
- G. The federal program title is Residential Substance Abuse Treatment for State Prisoners .

III. Grant Summary:

The Contractor's Grant Summary is outlined in Attachment 1, which is part of this Agreement through reference .

IV. Statement of Work:

The Contractor agrees to undertake, perform and complete the services described in Attachment 2, which is part of this Agreement through reference. Any change to the Statement of Work, by either the Contractor or Department, requires a formal Amendment in the Department's e-grants system, Michigan Automatic Grant Information Connection Plus (MAGIC+), available at <https://msp.intelligrants.com>.

V. Project Timeline:

The Contractor agrees to undertake, perform and complete the services within the timeline described in Attachment 2-A, which is part of this Agreement through reference. Any change to the Project Timeline, by either the Contractor or Department, requires a formal Amendment in MAGIC+.

VI. Program Budget:

The agreed upon Program Budget for this Agreement is referenced herein as Attachments 3-A and 3-B, which is part of this Agreement through reference. Any change to the Program Budget, by either the Contractor or Department, requires a formal Amendment in MAGIC+.

Budget deviation allowances are not permitted.

VII. Amendments:

Any change proposed by the Contractor which would affect the Department funding of any project, in whole or in part, must be submitted in writing, via MAGIC+, to the Department for approval immediately upon determining the need for such change. Changes made to this Agreement are only valid if made in MAGIC+ and accepted by both the Contractor and the Department.

VIII. Contractor Responsibilities:

The Contractor, in accordance with the general purposes and objectives of this Agreement, will:

A. Publication Rights:

1. The Contractor shall give recognition to the Department in any and all publications, papers and presentations arising from the program (including from subcontractors) herein by placing the following disclaimer on any and all publications, papers and presentations:

This project is supported by Residential Substance Abuse Treatment for State Prisoners # 2021-15PBJA-21-GG-00063-RSAT, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the DOJ or the MSP.

2. The Department shall, in return, give recognition to the Contractor when applicable.
3. Where activities supported by this Agreement produce books, films, or other such copyrightable materials issued by the Contractor, the Contractor may copyright such but shall acknowledge that the Department reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials and to authorize others to reproduce and use such materials. This cannot include service recipient information or personal identification data.
4. Any copyrighted materials or modifications bearing acknowledgment of the Department's or Contractor's name must be approved by the Department or Contractor prior to reproduction and use of such materials.

B. Reporting Responsibilities:

Failure to comply with any reporting responsibilities identified in this Agreement may result in withholding grant payment(s) or the cancellation of grant award. The Contractor's lack of compliance will also be taken into account when considering future grant applications to, and awards from, the Department.

C. Uniform Crime Report (UCR):

The Contractor, and all of its subcontractors, must comply with 1968 PA 319, as amended. This law requires county

sheriff's departments, as well as city, village, and township police departments to submit monthly UCR data to the Department.

D. Deconfliction:

For drug enforcement grants, the Contractor, if a multiple jurisdiction drug team, must have on file a written commitment to use the Michigan High Intensity Drug Trafficking Areas' Deconfliction Center on all cases, when applicable.

E. Financial Reporting Requirements:

Financial reporting requirements shall be followed as defined within this section.

1. Reimbursement Method/Mechanism:

- a. All Contractors must register as a vendor to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits. Vendor registration information is available on the State of Michigan SIGMA Vendor Self Service (VSS) website located at <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>.
- b. This Agreement is reimbursement only. Contractor must document that expenditures have been paid by local sources before requesting reimbursement from the Department.
- c. Reimbursement from the Department is based upon the understanding that Department funds will be paid up to the total Department allocation as agreed upon in the approved Budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.
- d. Should the Contractor discover an error in a previous reimbursement request, the Contractor shall immediately notify the Department and refund to the Department any funds not authorized for use under this Agreement and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenses.

2. Financial Status Report (FSR) Submission:

Once the Agreement has been signed and accepted, regardless of when this occurs, the Contractor is responsible for preparing and submitting a FSR for each month of the Agreement period, as specified in MAGIC+. The various FSRs are outlined below:

a. Monthly FSR:

Monthly FSRs must be prepared and submitted to the Department in MAGIC+, no later than 30 days after the close of each calendar month. An example is found in Attachment 5, which is part of this agreement through reference. Each month's reimbursement request may only contain expenses from that month. Reimbursement requests that include more than one month's expenditure(s) may not be granted and will be returned to the Contractor for explanation and/or correction and re-submission. An Invoice Index must also be submitted detailed the reimbursement request. All supporting documentation, invoices, and proof of payment must be submitted with the monthly FSR.

b. Obligation Report:

An Obligation Report, based on annual guidelines, is a one-time FSR and must be submitted by the specified due date in MAGIC+. In this report, the Contractor will provide to the Department an estimate of total expenditures for the MAGIC+ date-specific Agreement period. The information from this report will be used to record the Department's year-end accounts payables and receivables for this Agreement.

c. Final FSR:

A Final FSR is due 30 days following the end of the fiscal year or Agreement period specified in MAGIC+. Final FSRs not received from the Contractor by the due date may result in the loss of funding requested on the Obligation Report and/or a potential reduction in the subsequent year's award, if/when applicable.

3. Unobligated Funds:

Any unobligated balance of funds held by the Contractor at the end of the Agreement period will be returned to the Department or treated in accordance with instructions provided by the Department.

4. **Program Income:**

The US DOJ regulations allow Contractors to keep funds (program income) derived from grant activities, so long as these funds are used for the same purposes as the grant project. In the absence of such regulations, these funds would be required to be returned to the DOJ.

Program income means the gross income earned by the Contractor during the Agreement period as a direct result of the grant project.

All income generated as a direct result of a Department-funded project shall be deemed program income.

Program income may be used to further program objectives under this Agreement or may be refunded to the Department. Program income must be used for the purposes of, and under the conditions applicable to, the award specified in this Agreement. Program income may only be used for allowable program costs.

Asset forfeiture and treatment/lab fees are the most prominent program income derived from grant activity. The DOJ regulations require that program income be held in the custody of a governmental entity, with reporting on those funds to the State Administrative Agency (the Department).

When applicable, Program Income Reports (GRANTS-208B) are to be filed quarterly in MAGIC+.

Any program not earning program income must fill out and submit to the Department a Program Income Waiver Report (GRANTS-208A) in MAGIC+ within 30 days of the acceptance of this Agreement.

5. **Audits:**

This section applies to Contractors designated as subrecipients. Contractors designated as vendors are exempt from the provisions of this section.

a. **Single Audit:**

Contractors that expend \$1,000,000 or more in federal awards in a fiscal year on or after October 1, 2024, must submit a Single Audit prepared consistent with the Single Audit Act Amendments of 1996, and Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as revised or 2 C.F.R. 200.501. Contractors must also submit a Corrective Action Plan for any audit findings that impact Department-funded programs and a management letter (if issued) with a response.

b. **Financial Statement Audit:**

Contractors exempt from the Single Audit requirements that receive \$500,000 or more **in total funding** from the Department in state and federal grant funding must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards (GAAS). Contractors exempt from the Single Audit requirements that receive less than \$500,000 of total Department grant funding must submit to the Department a Financial Statement Audit prepared in accordance with GAAS if the audit includes disclosures that may negatively impact Department-funded programs including, but not limited to fraud, financial statement misstatements, and violations of contract and grant provisions.

c. **Due Date and Submission Information:**

The required audit and any other required submissions (e.g., Corrective Action Plan and management letter with a response), must be submitted to the Department within nine months after the end of the Contractor's fiscal year to:

Michigan Department of State Police
Grants and Community Services Division
Attn: Grants Coordination Unit
P.O. Box 30634

Lansing, Michigan 48909-0634

d. Penalty:

i. Delinquent Single Audit or Financial Statement Audit:

If the Contractor does not submit the required Single Audit reporting package, management letter (if issued) with a response, and Corrective Action Plan; or the Financial Statement Audit and management letter (if issued) with a response within nine months after the end of the Contractor's fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the Department may withhold from the current funding an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Contractor is more than 120 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit. The Department may terminate the current grant if the Contractor is more than 180 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit.

ii. Delinquent Audit Status Notification Letter:

Failure to submit the Audit Status Notification Letter, when required, may result in withholding from the current funding an amount equal to one percent of the audit year's grant funding until the Audit Status Notification Letter is received.

e. Other Audits:

The Department or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

F. Performance/Progress/PMT Report Requirements:

The progress reporting methods, as applicable, shall be followed as described in Attachment 4, which is part of this Agreement through reference.

Progress reporting is due no later than 20 days after the end of each quarter through the federal Performance Measurement Tool (PMT) system located at <https://bjapmt.ojp.gov/>. This link, as well as a user login and password, will be provided in MAGIC+ within 45 days of the start date of the Agreement.

When applicable, additional programmatic Progress Reports are due in MAGIC+ no later than 20 days after the end of each quarter.

G. Equipment Purchases and Title:

Any Contractor equipment purchases supported in whole or in part through this Agreement must be listed in an Equipment Inventory Schedule. Equipment means tangible, non-expendable, personal property having useful life of more than one year and an acquisition cost of \$10,000 or more per unit. Title to items having a unit acquisition cost of less than \$10,000 shall vest with the Contractor upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$10,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

All purchases supported in whole or in part through this Agreement must use procurement procedures that conform to the Contractor's local requirements.

H. Record Maintenance/Retention:

Contractor must maintain adequate program and fiscal records and files, including source documentation to support program activities and all expenditures made under the terms of this Agreement, as required. Contractor must assure that all terms of this Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained (may be off site) for a period of not less than four years from the date of grant closure, the date of submission of the Final FSR, or until litigation and audit findings have been resolved. All retention record guidelines set by the local jurisdiction (Contractor) must be adhered to if they require additional years beyond retention guidelines stated herein.

I. Authorized Access:

Contractor must permit upon reasonable notification and at reasonable times, access by authorized representatives of the Department, Program Evaluators (contracted by the Department), Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files, and documentation related to this Agreement, to the extent authorized by applicable state or federal law, rule, or regulation.

The Department may conduct on-site monitoring visit(s) and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, including subcontractors, if requested.

The Department may request that a funded program be evaluated by an outside evaluation team contracted by the Department. Contractors shall work cooperatively with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

J. Subcontractor/Vendor Monitoring:

The Contractor must ensure that each of its subcontractors comply with the Single Audit Act of 1984, as amended, 31 U.S.C. 7501 *et seq.* requirements and must issue management decisions on audit findings of their subcontractors as required by OMB Circular A-133 as revised. The Contractor is responsible for reviewing all single audit adverse findings and ensuring that corrective actions are implemented. The Contractor will ensure subcontractors forward all single audits covering grant funds administered through the Department to the Contractor.

The Contractor must ensure that subgrantees are expending grant funds appropriately as approved in the MAGIC+ application and as specified through this Agreement, and must conduct monitoring activities to ensure compliance with all associated laws, regulations, and provisions as well as ensure that performance goals are achieved. The Contractor must ensure compliance for for-profit subcontractors as required by OMB Circular A-133, Section 210(e). The Contractor must ensure that transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with OMB Circular A-133, Section 210(f), as revised.

1. Subcontracts:

Assure for any subcontracted service, activity or product:

- a. That the Contractor will submit copies of all executed subcontracts in MAGIC+ within 60 days of the execution of this Agreement. Subcontracts should cover all personnel contained in the "contractual" line item within the grant budget. Each listed agency shall have its own subcontract signed by the Contractor and an employee of the subcontracted agency that is authorized to enter into legally binding contracts for the entity receiving funds. The failure to submit these documents to the Department within 60 days may result in withholding future payment or other penalties, as determined by the Department.
- b. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department upon written request within 30 days of execution of this Agreement.
- c. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement, including all Certifications and Assurances referenced in this Agreement.
- d. That, in the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail. A conflict between this Agreement and a subcontract, however, shall not be deemed to exist where the subcontract:
 - i. Contains additional non-conflicting provisions not set forth in this Agreement;
 - ii. Restates provisions of this Agreement to afford the Contractor the same or substantially the same rights and privileges as the Department; or,
 - iii. Requires the subcontractor to perform duties and/or services in less time than that afforded the Contractor in this Agreement.
- e. That the subcontract does not affect the Contractor's accountability to the Department for the subcontracted

activity.

- f. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services. All subcontractors must submit requests for reimbursement to the Contractor in a timely manner such that the Contractor can include these requests on the proper month's FSR. **Subcontractors must be paid within 30 days of receipt of invoice by the subcontractor.**

K. Notification of Modifications:

The Contractor must provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of services, funding, or compliance with operational procedures.

L. Software Compliance:

The Contractor must ensure software compliance and compatibility with the Department's data systems for services provided under this Agreement including, but not limited to: stored data, databases and interfaces for the production of work products, and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure, or errors due to the inaccuracy of the Contractor's business operations for processing date/time data.

M. Human Subjects:

The Contractor agrees that prior to the initiation of research, the Contractor will submit Institutional Review Board (IRB) application material for all research involving human subjects conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to a federally assured IRB for review and approval. All paperwork involving the IRB must be submitted to the Department.

N. Notification of Criminal or Administrative Investigations/Charges:

If any employee of the Contractor associated with this grant project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Contractor shall immediately notify the Department's contract manager in writing that such an investigation is ongoing or that a charge has been issued.

O. Byrne JAG Local Funding:

The Contractor, and all of its subcontractors, must apply for any and all direct Byrne JAG funding from the DOJ for which it is eligible. The failure to submit the application is reason for termination of this Agreement.

IX. Department Responsibilities:

The Department, in accordance with the general purposes, objectives, and terms and conditions of this Agreement, will provide reimbursement based upon appropriate reports, records, and documentation maintained by the Contractor.

X. Department Contract Manager/Administrator of the Agreement:

The individual acting on behalf of the Department in administering this Agreement as the Contract Manager is :

Ms. Nancy Becker Bennett, Division Director
Michigan State Police
Grants and Community Services Division
P.O. Box 30634
Lansing, MI 48909-0634

Telephone: 517-284-3208
Fax: 517-284-3216
Email: becker@nichigan.gov

XI. Agreement Suspension/Termination:

The Department and/or the Contractor may suspend and/or terminate this Agreement without further liability or penalty to the Department for any of the following reasons:

- A. This Agreement may be suspended by the Department if any of the terms of this Agreement are not adhered to. Suspension requires immediate action by the Contractor to comply with the terms of this Agreement; otherwise, termination by the Department may occur.

- B. Failure of the Contractor to make satisfactory progress toward the goals, objectives, or strategies set forth in the Agreement.
- C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- D. Filing false certification in this Agreement or other report or document.
- E. This Agreement may be terminated by either party by giving 15 days written notice to the other party. Such written notice will provide valid, legal reasons for termination along with the effective date.
- F. This Agreement may be terminated immediately if the Contractor, an official of the Contractor, or an owner is convicted of any activity referenced in Section XI, of this Agreement during the term of this Agreement or any extension thereof.

XII. Final Reporting Upon Termination:

Should this Agreement be terminated by either party, within 30 days after the termination, the Contractor shall provide the Department with all financial, performance, and other reports required as a condition of this Agreement. The Department will make payments to the Contractor for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Contractor shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenditures.

XIII. Severability:

If any provision of this Agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement.

XIV. Liability:

- A. To the extent permitted by applicable law, all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this Agreement shall be the responsibility of the Contractor, and not the responsibility of the Department, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, any subcontractor, or anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.
- B. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Department in the performance of this Agreement shall be the responsibility of the Department, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Department employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the state of Michigan, its agencies (the Department), or employees as provided by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and the Department in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Contractor and the Department in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Contractor, the state of Michigan, its agencies (the Department), or their employees, respectively, as provided by statute or court decisions.

XV. Special Conditions:

- A. This Agreement is valid upon approval and execution by the Department.

- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds .
- C. The Department will not assume any responsibility or liability for costs incurred by the Contractor prior to the full execution of this Agreement.

XVI. Certifications and Assurances:

These Certifications and Assurances are applicable to the Contractor and all subcontractors of the Contractor . It is the Contractor's responsibility to ensure that subcontractors are adhering to the Certifications and Assurances . Failure to do so may result in termination of grant funding or other remedies.

A. Certifications:

Contractors should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this Agreement provides for compliance with certification requirements under 28 C.F.R. Part 69, "New Restrictions on Lobbying," 28 C.F.R. Part 67, "Government-wide Debarment and Suspension (Non-procurement)," and 28 C.F.R. Part 83, "Government-wide Requirements for Drug-Free Workplace (Grants)."

B. Lobbying:

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 C.F.R. Part 69, the Contractor certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency , a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency , a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and,
3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

C. Debarment, Suspension and Other Responsibility Matters (Direct Recipient):

Pursuant to Executive Order 12549 (Debarment and Suspension), and implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 2 C.F.R. Part 2867, Section 2867.20(a):

1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining , attempting to obtain , or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at ojpcompliance@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is

necessary to protect the interests of the Department and U.S. Government in this case.

- d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and, have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

D. Federal Taxes:

If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at ojpcompliance@usdoj.gov, and after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.

E. Drug-Free Workplace:

1. As required by the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 83, Subpart F, as defined at 28 C.F.R. Sections 83.620 and 83.650 the Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.
 - d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and,
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - e. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d) (ii) of this section from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
Attn: Control Desk
810 7th Street, N.W.
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant.

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii) of this section, with respect to any employee who is so convicted:

- i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f) above.

F. Standard Assurances:

The Contractor hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133 as revised; Executive Order 12372 (Intergovernmental Review of Federal Programs); and, 28 C.F.R. Parts 66 or 70 (administrative requirements for grants and cooperative agreements). The Contractor also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the Cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 a-1 *et seq.*, and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321.
5. It will comply with Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), Executive Order 13559 (Fundamental Principles and Policymaking Criteria for Partnerships With Faith-based and Other Neighborhood Organizations), and the DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, which prohibits recipients from using DOJ financial assistance on inherently or explicitly religious activities and from discriminating in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that DOJ financial assistance is not being used for literature, classes, meetings, counseling sessions, or other activities that support twelve-step programs, which are considered to be religious in nature. The twelve-step programs must take place at a separate time or location from the activities supported with DOJ financial assistance and the participation of beneficiaries in twelve-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that twelve-step programming is separate and distinct from DOJ-funded activities. It must also ensure that participants are not compelled to participate in twelve-step programs and cannot penalize a participant who chooses not to participate in a twelve-step program. It must ensure that employees fully funded by DOJ are not involved with twelve-step programs whereby they are instructing or indoctrinating clients on the twelve steps. Employees of the Contractor or subcontractor shall clearly document the number of hours spent on secular activities associated with the DOJ-funded program and ensure that time spent on twelve-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to twelve-step programming.
6. It will provide meaningful access to grant-funded programs and activities to Limited English Proficient (LEP) persons in accordance with Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Law Enforcement Act, 34 U.S.C § 10228. For a detailed discussion of the requirement to provide meaningful access to LEP persons, refer to the guidance issued by the DOJ on this matter entitled, "Guidance to Federal Financial

Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 FR 41455-01 (June 18, 2002).

It will comply and require any and all subcontractors to comply with any applicable statutorily-imposed nondiscrimination requirements, including the Omnibus Crime Control and Law Enforcement Act, 34 U.S.C. § 10228; the Victims of Crime Act of 1984, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 38 U.S.C. § 1118(b); the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*); the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G; Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); the DOJ implementing regulations at 28 C.F.R. Part 35; the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131-34; Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681, 1683, 1685-86; and, the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-07; The DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38; The Michigan Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*; and the Michigan Persons With Disabilities Civil Rights Act, MCL 37.1101 *et seq.*

a. **Notification:**

It may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability and may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. These laws also prohibit retaliation against an individual for taking action or participating in action to secure rights protected by these laws. It shall notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing. Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed types of individuals. It shall forward all discrimination complaints to the Department as described in the complaint procedures in Attachment 7. Subcontractors, clients, customers, program participants or consumers may also report complaints to the Office of Justice Programs (OJP)/Office for Civil Rights (OCR) or the Michigan Department of Civil Rights (MDCR) directly, as outlined in Attachment 7, but the Contractor shall notify the Department of the complaint as soon as the complaint is known. In the event that a Federal or State court, or Federal or State Administrative Agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Contractor or subcontractor, the Contractor shall forward a copy of the finding to the OJP/OCR and the Department.

b. **Training:**

Any and all DOJ-funded employees of the Contractor and subcontractors shall receive periodic training at least once every contract year regarding the responsibility of the entities to comply with applicable federal civil rights laws as a recipient of federal funds. The Department shall provide the Contractor with access to training developed by the OJP/OCR, which may be found at <https://www.ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>. The DOJ-funded employees of the Contractor shall complete the required training within 90 days of the start date of this Agreement and certify that the required training has been completed by signing the OCR Compliance Training Form. New employees shall complete the required training and provide a signed OCR Compliance Training Form to the Department within 90 days of the date of hire.

c. **Monitoring:**

The Department shall ensure that the Contractor is complying with all applicable civil rights laws and procedures by completing the Civil Rights Compliance Questionnaire, see Attachment 8, with the Contractor during site monitoring visits and desk audits.

7. It shall determine if an Equal Employment Opportunity Plan (EEOP) is required, pursuant to 28 C.F.R. 42.301 *et seq.* If the Contractor is not required to formulate an EEOP, a certification form shall be sent to the OJP/OCR and the Office of Personnel Management (OPM) indicating that an EEOP is not required. If the Contractor is required to develop an EEOP, but is not required to submit the EEOP to the OCR, a certification form shall be sent to the OCR and the Department certifying that an EEOP is on file which meets the applicable requirements. If the Contractor is awarded a grant of \$500,000 or more, and has 50 or more employees, a copy of the EEOP shall be submitted to the OJP/OCR and OPM. Non-profit organizations, Indian Tribes, and medical

and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy of the form shall be submitted to the OPM). Additional information about the EEOP requirements may be found at <https://www.ojp.gov/about/ocr/eeop.htm>.

8. If the Contractor is a governmental entity:

- a. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 *et seq.*, which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and,
- b. It will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

G. Non-Supplanting:

It is imperative that the Contractor understand that the nonsupplanting requirement mandates that grant funds may be used only to supplement (increase) a Contractor's budget, and may not supplant (replace) state, local or tribal funds that a Contractor, inclusive of any subcontractors, otherwise would have spent on positions and/or any other items approved in the Grant Budget if it had not received a grant award.

This means that if your agency plans to:

1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.
2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts, it must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.
3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts, it must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off and maintain documentation showing the date(s) and reason(s) for the lay-off. For example, if the grant award start date is July 1 and the lay-off is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff.

Please note that as long as your agency can document the date that the lay-off(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual personnel.

4. Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.

H. Hatch Political Activity Act and Intergovernmental Personnel Act:

The Contractor will comply with the Hatch Act of 1939, 5 U.S.C. 1501-08, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act of 1978, 42 U.S.C. 4728. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

I. Health Insurance Portability and Accountability Act of 1996:

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) of 1996 is pertinent to the services

that the Contractor provides to the Department under this Agreement, the Contractor assures that it is in compliance with the HIPAA requirements including the following:

1. The Contractor must not share any protected health data and information provided by the Department that falls within the HIPAA requirements except to a subcontractor, as appropriate under this Agreement.
2. The Contractor must require the subcontractor not to share any protected health data and information from the Department that falls under the HIPAA requirements in the terms and conditions of the subcontract.
3. The Contractor must only use the protected health data and information for the purposes of this Agreement.
4. The Contractor must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Contractor's employees.
5. The Contractor must have a policy and procedure to report to the Department unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Contractor becomes aware.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Section XI, Agreement Suspension/Termination, above.
7. In accordance with the HIPAA requirements, the Contractor is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Contractor from the Department or any other source.

XVII. Unallowable Expenses and Activities:

- Costs in applying for this grant (e.g., consultants, grant writers).
- Any expenses incurred prior to the date of this Agreement.
- Any administrative costs not directly related to the administration of this Agreement.
- Personnel, including law enforcement officers, not connected to the project to which this Agreement refers.
- Lobbying or advocacy for particular legislative or administrative reform.
- Fundraising and any salaries or expenses associated with it.
- Legal fees.
- All travel including first class or out-of-state travel, unless prior approval by the Department is received.
- Promotional items, unless prior approval by the Department is received.
- One-time events, prizes, or entertainment (e.g., tours, excursions, amusement parks, sporting events), unless prior approval by the Department is received.
- Honorariums.
- Contributions and donations.
- Management or administrative training or conferences, unless prior approval by the Department is received.
- Management studies or research and development (costs related to evaluation are permitted).
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Memberships and agency dues, unless a specific requirement of the project, unless prior approval by the Department is received.
- Compensation to federal employees.
- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with the military arsenal.
- Purchasing of vehicles, vessels, or aircraft.
- Construction costs and/or renovation, including remodeling.
- Service contracts and training beyond the expiration of this Agreement.
- Informant fees, rewards, or buy money.

- Expert witness fees.
- Canines and horses, including any food and/or supplies relating to the upkeep of law enforcement animals.
- Livescan devices for applicant prints including any related supplies.
- Weapons, including tasers.
- Food, refreshments, and snacks.

Note: No funding can be used to purchase food and/or beverages for any meeting, conference, training, or other event. Exceptions to this restriction may be made only in cases where such sustenance is not otherwise available (e.g., extremely remote areas), or where a special presentation at a conference requires a plenary address where there is no other time for sustenance to be attained. Such an exception would require prior approval from the Department and the DOJ. This restriction does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy .

Any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes of this award, but the foregoing shall not be understood to apply (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

XVIII. Conditions on Expenses:

Costs must be reasonable and necessary. If required by the local jurisdiction, costs must be sustained by competitive bids. All contracts and subcontracts require prior approval by the Department. If detailed information is not included as part of the application process, the Contractor must submit a request seeking approval once the subcontractors are identified.

Individual consultant fees are limited to \$650 (excluding travel, lodging, and meal costs) per day, which includes legal, medical, psychological and accountant consultants. If the rate will exceed \$650 for an eight-hour day, prior written approval is required from the Department. Compensation for individual consultant services is to be responsible and consistent with that paid for similar services in the marketplace.

XIX. Conflict of Interest:

The Contractor and Department are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*

XX. State of Michigan Agreement:

This is a state of Michigan agreement and is governed by the laws of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the state of Michigan.

XXI. Compliance with Applicable Laws:

The Contractor will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement. The Contractor will also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this Agreement.

XXII. Special Certification:

The individual electronically accepting this Agreement certifies by his/her acceptance that he/she is authorized to sign this Agreement on behalf of the Contractor.

XXIII. Contractor Signature:

The Authorized Official's typed name below, in lieu of signature, represents the Contractor's legal acceptance of the terms of this Agreement, including Certifications and Assurances agreed to prior to application submission .

Name of Authorized Official	Title of Authorized Official
Christopher Swanson	

Certification - Compliance with 8 U.S.C. §1373

1. Pursuant to federal conditions, I certify that the agency being awarded these funds by the Michigan State Police, as well as every agency receiving funding through a subcontract, is in compliance with 8 U.S.C. §1373, which provides that State and local government entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity. This includes any prohibitions or restrictions imposed or established by a State or local government entity or official.
2. This contract is for grant funding that the Michigan State Police administers that originates from the U.S. Department of Justice (DOJ), Office of Justice Programs, Bureau of Justice Assistance. To continue program activities designed to maintain public safety services, the MSP has determined that it will proceed with this solicitation. The MSP anticipates that new grant guidance may be issued in 2025 or 2026 to reflect U.S. DOJ's revised policies and priorities. New U.S. DOJ guidance could impact terms and conditions and the availability of funding for any grants that are executed from this solicitation. The MSP will share new grant conditions, guidance, and requirements as they become available. In some instances, executed grant contracts may be revised or cancelled. By my signature below, I attest that I fully understand that if awarded funding pursuant to this solicitation, the terms, the conditions, and the availability of continued funding are subject to future communications and guidance from the MSP based on direction from the U.S. DOJ.

Name of Contractor's Authorized Official	Signature of Contractor's Authorized Official	Date

Certification - Background Checks

This contract is for Edward Byrne Memorial Justice Assistance Grant (JAG) Program - State Solicitation grant funding that the Michigan State Police administers that originates from the U.S. Department of Justice (DOJ), Office of Justice Programs, Bureau of Justice Assistance (BJA). The BJA has determined that all Byrne JAG grantees require appropriate documentation for individuals working with program participating minors (individuals under the age of 18) to determine suitability. This requirement applies regardless of an individual's employment status and prior to any interaction with said minors takes place .

Byrne JAG grant funding may not permit any covered individual to interact with any participating minor in the course of activities under the award, unless an advance written determination of suitability of that individual has been made.

Documentation requirements for advance determination regarding suitability comprise of:

- Written hiring policies and procedures (that address background checks);
- Background check policies and procedures; and
- Dates background checks were completed.

Documentation is required for all individuals performing any activities involving minors, under the Byrne JAG award, whether paid for with federal funds from the award, matching funds included in your approved budget, or program income for the award. Reexamination of a covered individual's suitability determination must be completed upon learning of information that may reasonably suggest unsuitability and, if appropriate, modify or withdraw a determination.

By providing my signature below, I attest that I fully understand and agree to submit all documentation for my agency and any additional subrecipients at any tier that we are partnered with, that determines the suitability of all individuals that may interact with program participating minors. Determination of suitability will be continually monitored for the duration of our grant award.

Name of Contractor's Authorized Official	Signature of Contractor's Authorized Official	Date

GRANT SUMMARY

Attachment 1

RSAT-90009-Genesee County Sheriff-2026

Opioid Use Disorder (OUD) is a public health crisis affecting our community and is highly prevalent among justice-involved individuals. Incarceration poses challenges to providing the proper care to individuals experiencing OUD. This program will support a medication-assisted treatment (MAT) program. This program will work hand in hand with our current partners to ensure the best possible outcome.

STATEMENT OF WORK

RSAT-90009-Genesee County Sheriff-2026

Maintaining a census of approximately 600 individuals, the Genesee County Jail holds a large number of individuals with complex needs. Historically, people have been lodged with very little support, but a program called I.G.N.I.T.E. (Inmate Growth Naturally and Intentionally Through Education) was established in 2020 providing education opportunities such as high school diploma, financial empowerment, nutrition, electrical, carpentry, and CDL training. Offering education opportunities to justice-involved individuals has proven to create a tremendous amount of positive momentum, but there is still a major need to provide additional supports as they return home.

The R.I.S.E. Team was formed in 2023 and has begun providing mental health support, peer recovery coaching, and case management for social determinants of health in the Genesee County Jail and as people return home. While this has been helpful in building capacity to address the behavioral health needs of justice-involved individuals in Genesee County, there is still a major need to further develop programming that increases access to MAT/MOUD for this vulnerable population.

When people enter into the criminal justice system, their access to treatment changes. Many will lose insurance benefits and services. For those who begin receiving services while incarcerated, many lose access, sometimes immediately, when they return to the community. This can be particularly dangerous for people who suddenly lose access to prescribed medications. To ensure the best possible outcomes for individuals, which includes keeping them out of jails and prisons; it is essential that we create systems that support people as they transition both in and out of incarceration. People should receive appropriate support services while incarcerated and have a plan that connects them to community-based services and adequate insurance coverage prior to returning to the community, which is the mission of the R.I.S.E. Team.

<https://www.mhanational.org/issues/access-mental-health-care-and-incarceration>

Over the past year, the contracted medical provider in the Genesee County Jail, Advanced Correctional Healthcare (ACH) continued to provide Naltrexone (Vivitrol) on a limited basis. While this benefits a limited number of people, the GCSO desires to increase access to Naltrexone and Buprenorphine products (Suboxone, Sublocade, and/or Brixadi) as well as Methadone in the Genesee County Jail. GCJ recently changed its jail medical vendor to Vital Core, who is well positioned to support continuations and as well as inductions for individuals who meet criteria for MAT/MOUD upon entering the jail. GCJ will work in partnership with Vital Core, New Paths, Inc., and an OTP methadone provider to accomplish this work.

Implementation will include new assessment tools upon admission to identify individuals in need of continuing MAT/MOUD, new processes for prescribing the necessary medications and changes to provider roles based on medication type, new staff workflows to ensure each client is enrolled in jail-based outpatient treatment and receiving Peer Recovery Coaching throughout the service delivery period, and enhanced procedures for developing individualized aftercare plans with each participant prior to reentry.

RSAT-90009-Genesee County Sheriff-2026

First Quarter:

Continue implementation of MAT services in the Genesee County Jail via GCSO, Vital Core, and New Paths, Inc. Develop a workflow with local Methadone opioid treatment program (OTP) provider (to be determined upon successful completion of Genesee County Purchasing protocols and Genesee County Board of Commissioner approval) to expand MAT programming in the GCJ to include Methadone in addition to buprenorphine and naltrexone products. GCJ R.I.S.E. Deputy will continue serving as the key point of contact for the MAT/MOUD jail implementation team. New Paths, Inc. and Vital Core will work collaboratively to ensure people are engaged as they enter the jail and as they return home. New Paths, Inc. will provide peer recovery coach support for all individuals receiving MAT and support connection to additional services and resources upon reentry. Funds will support the costs of MAT/MOUD for incarcerated individuals and New Paths, Inc. peer recovery coaching services.

Second Quarter:

Quarter 2

Continue implementation of MAT services in the GCJ via GCSO, Vital Core, and New Paths, Inc. Begin implementation of workflow established in Q1 with local Methadone OTP provider to expand MAT programming in the GCJ to include Methadone in addition to buprenorphine and naltrexone products. The GCJ R.I.S.E. Deputy will continue serving as the key point of contact for the MAT/MOUD jail implementation team. New Paths, Inc. and Vital Core will work collaboratively to ensure people are engaged as they enter the jail and as they return home. New Paths, Inc. will provide peer recovery coach support for all individuals receiving MAT and support connection to additional services and resources upon reentry. RSAT funds will support the costs of MAT/MOUD for incarcerated individuals and New Paths, Inc. peer recovery coaching services.

Third Quarter:

Continue implementation of MAT services, including buprenorphine, naltrexone, and methadone products, in the GCJ via GCSO, Vital Core, New Paths, Inc., and OTP provider (to be determined). The GCJ R.I.S.E. Deputy will continue serving as the key point of contact for the MAT/MOUD jail implementation team. New Paths, Inc. and Vital Core will work collaboratively to ensure people are engaged as they enter the jail and as they return home. New Paths, Inc. will provide peer recovery coach support for all individuals receiving MAT and support connection to additional services and resources upon reentry in partnership with Vital Core, OTP provider, and the R.I.S.E. Coordinator. RSAT funds will support the costs of MAT/MOUD for incarcerated individuals and New Paths, Inc. peer recovery coaching services.

4/1/26-6/30/26: \$276,884

Fourth Quarter:

Continue implementation of MAT services, including buprenorphine, naltrexone, and methadone products, in the GCJ via GCSO, Vital Core, New Paths, Inc., and OTP provider (to be determined). The GCJ R.I.S.E. Deputy will continue serving as the key point of contact for the MAT/MOUD jail implementation team. New Paths, Inc. and Vital Core will work collaboratively to ensure people are engaged as they enter the jail and as they return home. New Paths, Inc. will provide peer recovery coach support for all individuals receiving MAT and support connection to additional services and resources upon reentry in partnership with Vital Core, OTP provider, and the R.I.S.E. Coordinator. RSAT funds will support the costs of MAT/MOUD for incarcerated individuals and New Paths, Inc. peer recovery coaching services.

7/1/26-9/30/26: \$276,884

**MICHIGAN STATE POLICE
GRANTS MANAGEMENT DIVISION
PROGRAM BUDGET SUMMARY**

Attachment 3-A

MSP PROJECT # RSAT-90009-Genesee County Sheriff-2026

View at 100% or Larger

Use **WHOLE DOLLARS** Only

PROGRAM Genesee County Jail MAT/MOUD Expansion Initiative			DATE PREPARED 10/7/2025		Page 1	Of 1
CONTRACTOR NAME County of Genesee			BUDGET PERIOD From: 10/01/2025 To: 09/30/2026			
MAILING ADDRESS (Number and Street) 1101 Beach St.			BUDGET AGREEMENT AMENDMENT # [] ORIGINAL [] AMENDMENT			
CITY Flint	STATE Michigan	ZIP CODE 48502	UNIQUE ENTITY IDENTIFIER: XD5HMHXNBWX6			

EXPENDITURE CATEGORY				TOTAL BUDGET
1. SALARIES & WAGES	\$0.00	\$64,373.00		\$64,373.00
2. FRINGE BENEFITS	\$0.00	\$23,545.00		\$23,545.00
3. TRAVEL	\$0.00	\$0.00		\$0.00
4. SUPPLIES & MATERIALS	\$0.00	\$0.00		\$0.00
5. CONTRACTUAL (Subcontracts/Subrecipients)	\$250,000.00	\$0.00		\$250,000.00
6. EQUIPMENT	\$0.00	\$0.00		\$0.00
7. OTHER EXPENSES	\$0.00	\$0.00		\$0.00
8. TOTAL DIRECT EXPENDITURES (Sum of Lines 1-7)	\$250,000.00	\$87,918.00		\$337,918.00
9. TOTAL EXPENDITURES	\$250,000.00	\$87,918.00		\$337,918.00

SOURCE OF FUNDS				
10. STATE AGREEMENT	\$250,000.00			\$250,000.00
11. LOCAL		\$87,918.00		\$87,918.00
14. TOTAL FUNDING	\$250,000.00	\$87,918.00		\$337,918.00

**MICHIGAN STATE POLICE
GRANTS MANAGEMENT DIVISION
PROGRAM BUDGET - COST DETAIL SCHEDULE
MSP PROJECT # RSAT-90009-Genesee County Sheriff-2026**

PROGRAM Genesee County Jail MAT/MOUD Expansion Initiative		BUDGET PERIOD		DATE PREPARED 10/7/2025
		From: 10/01/2025	To: 09/30/2026	
CONTRACTOR NAME County of Genesee		BUDGET AGREEMENT		AMENDMENT # N/A
		ORIGINAL	AMENDMENT	

1. SALARY & WAGES POSITION DESCRIPTION	COMMENTS	POSITIONS REQUIRED	TOTAL SALARY
R.I.S.E. Coordinator		1	64373.0000
	1. TOTAL SALARY & WAGES:		64373.0000

2. FRINGE BENEFITS (Specify)							
X	FICA	X	LIFE INS.	X	DENTAL INS.	COMPOSITE RATE	N/A
X	UNEMPLOY INS.	X	VISION INS.	X	WORK COMP.	AMOUNT	%
X	RETIREMENT	X	HEARING INS.				
X	HOSPITAL INS.		OTHER (specify)				
2. TOTAL FRINGE BENEFITS:							23545.0000

3. TRAVEL	
3. TOTAL TRAVEL:	

4. SUPPLIES & MATERIALS	
4. TOTAL SUPPLIES & MATERIALS:	

5. CONTRACTUAL (Specify Subcontracts/Subrecipients)				
<u>Name</u>	<u>Address</u>	<u>Amount</u>		
New Paths, Inc.	765 E Hamilton Ave Flint Michigan 48505	114389.000 0	0.0000	
Sacred Heart Rehabilitiaon	2091 Professional Dr Ste D Flint Michigan 48532		0.0000	
Vital Core Health Strategies	120 Washington Square, Suite 600 Lansing Michigan 48933	135611.000 0		
5. TOTAL CONTRACTUAL:				250000.0000
6. EQUIPMENT (Specify items)				
6. TOTAL EQUIPMENT:				
7. OTHER EXPENSES				
7. TOTAL OTHER:				
8. TOTAL DIRECT EXPENDITURES (Sum of Totals 1-7)		8. TOTAL DIRECT EXPENDITURES:		250000.0000
9. TOTAL EXPENDITURES (Sum of lines 8-9)				250000.0000
Use Additional Sheets as Needed				

PERFORMANCE/PROGRESS/PMT REPORT REQUIREMENTS

A. The Contractor shall submit the following reports on the following dates:

Performance Management Tool (PMT) reporting will take place no later than 20 days after the end of each quarter through the federal PMT system located at: <http://www.bjaperformancetools.org>

Additional quarterly progress reports are also required by all RSAT grantees. In addition to the PMT report, grantees must complete the individualized quarterly progress report supplied by the MSP Byrne JAG Section. These reports are available on www.michigan.gov/cjgrants. This report is also due by the 20th of the month following each quarter and must be attached to MAGIC+.

Quarterly due dates are outlined below:

1st Quarter: October 1, 2025 through December 31, 2025	Due Date: January 20, 2026
2nd Quarter: January 1, 2026, through March 31, 2026	Due Date: April 20, 2026
3rd Quarter: April 1, 2026 through June 30, 2026	Due Date: July 20, 2026
4th Quarter: July 1, 2026 through September 30, 2026	Due Date: October 20, 2026

Financial Status Reports (FSR) must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. Requests for reimbursement must be submitted for the month in which payment by your agency was made. Dates are outlined below:

10/01/25 - 10/31/25	Due 11/30/25
11/01/25 - 11/30/25	Due 12/30/25
12/01/25 - 12/31/25	Due 01/30/26
01/01/26 - 01/31/26	Due 02/28/26
02/01/26 - 02/28/26	Due 03/30/26
03/01/26 - 03/31/26	Due 04/30/26
04/01/26 - 04/30/26	Due 05/30/26
05/01/26 - 05/31/26	Due 06/30/26
06/01/26 - 06/30/26	Due 07/30/26
07/01/26 - 07/31/26	Due 08/30/26
08/01/26 - 08/31/26	Due 09/30/26
09/01/26 - 09/30/26	Due 10/30/26

An Obligation Report is due no later than August 31. If a Final FSR has been submitted prior to this date, an Obligation Report is not required. The Obligation Report should only include expenditures your agency has obligated for the month of September. Expenses on this report must be obligated in September but may be paid in September or October. The Final FSR will include expenses your agency has actually paid and does not need to equal your obligation report amount but may not be over.

B. Any such other information as specified in the Statement of Work, Attachment 2, shall be developed and submitted by the Contractor as required by the Contract Manager.

C. The Contract Manager shall evaluate the reports submitted as described in Attachment 4, Items A and B for their completeness and adequacy.

D. The Contractor shall permit the Department or its designee to visit and to make an evaluation of the project as determined by Contract Manager.

**MICHIGAN STATE POLICE
GRANTS MANAGEMENT DIVISION
FINANCIAL STATUS REPORT**

Attachment 5

MSP PROJECT # RSAT-90009-Genesee County Sheriff-2026

Mail Code	Contract Number	Program Code
Contractor Name	Project - Title	
Street Address	Report Period Thru	Date Prepared
City, State, ZIP Code	Agreement Period Thru	FE ID Number

Reasons for Corrections:

Category	Expenditures				Agreement	
	Current Period	Corrections	Previous YTD	Agreement YTD	Budget	Balance
1. Salaries and Wages						
2. Fringe Benefits						
3. Travel						
4. Supplies & Materials						
5. Contracual (Sub-Contracts)						
6. Equipment						
7. Other Expenses						
8. TOTAL DIRECT						
9. Indirect Costs: Rate %						
10. TOTAL EXPENDITURES						
SOURCES OF FUNDS:						
11. State Agreement						
12. Local						
16. TOTAL FUNDING						

CERTIFICATION: I certify that I am authorized to sign on behalf of the grantee agency and that this is an accurate statement of expenditures and collections for the report period. Appropriate documentation is available and will be maintained for the required period to support costs and receipts reported.

Project Director	Financial Director
Telephone Number	Telephone Number

FOR STATE USE ONLY

	AY	INDEX	PCA	OBJ CODE	AMOUNT
1st Source					
2nd Source					

**STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE**

DATE: August 13, 2013

TO: Department Members

FROM: Nancy Becker Bennett, Director, Grants and Community Services Division (GCSD)

SUBJECT: Discrimination Complaint Procedures for Federal Grant-Funded Projects

I. Purpose

As a condition for receiving funding from the U.S. Department of Justice (DOJ), all recipients and subrecipients of such funding must comply with applicable federal civil rights laws. This document will establish written procedures for MSP employees and DOJ-funded grant subrecipients to follow if a complaint alleging discrimination is received from clients, customers, program participants, or consumers of a MSP subrecipient implementing funding from the DOJ.

II. Policy

Recipients and subrecipients of DOJ funding may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability. They also may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. The MSP will notify subrecipients of their required compliance with the following statutes and regulations through the interagency agreement:

- The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-07), Ex. Order 13279 (equal organizations); and 28 C.F.R. Part 38 (U.S. Department of Justice Equal Treatment for Faith-Based Organizations).
- 28 CFR 42.301 et seq, which requires recipients determine if it is required to formulate an Equal Employment Opportunity Plan (EEOP). If the recipient is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Office of Personnel Management (OPM) indicating that it is not required to develop an EEOP. If the recipient is required to develop an EEOP, but is not required to submit the EEOP to the OCR, it will submit a

certification form to the OCR and the MSP certifying that it has an EEOP on file which meets the applicable requirements. If the recipient is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and OPM. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy of the form should also be submitted to the OPM).

- Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968m, which require subrecipients to provide meaningful access to programs and activities to Limited English Proficient (LEP) persons.

- The Michigan Elliott-Larsen Civil Rights Act, MCL 37.2101 et. Seq, which prohibits discriminatory practices, policies, and customs in the exercise of those rights based upon religion, race, color, national origin, age, sex, height, weight, familial status, or marital status in Michigan.

- The Michigan Persons With Disabilities Civil Rights Act, Act 220 of 1976, which defines the civil rights of persons with disabilities; to prohibit discriminatory practices, policies, and customs in the exercise of those rights; to prescribe penalties and to provide remedies; and to provide for the promulgation of rules.

These laws also prohibit agencies from retaliating against an individual for taking action or participating in action to secure rights protected by these laws.

In the event that a Federal or State court, or Federal or State Administrative Agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Contractor, subcontractor or vendor, they will forward a copy of the finding will be forwarded to the Office for Civil Rights, Office of Justice Programs and the Department.

The MSP will notify its own employees of their required compliance with the preceding civil rights statutes and regulations through an Official Order.

III. Definitions

Contract means any Government contract or subcontract or any federally assisted construction contract or subcontract.

Complainant is a party that makes a complaint or files a formal charge.

Discrimination means treating an individual or a group of individuals adversely because of protected class status; or using a test, standard, or employment practice that has the effect if illegally excluding or screening in or out of a protected class.

MSP Employee is an individual providing services for and paid by the State of Michigan/Michigan State Police, including independent contractors, union and non-union employees, managers and supervisors, enlisted members and civilians.

Recipient is the entity which receives a monetary award from the DOJ.

Subcontract means any agreement or arrangement between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

1. For the purchase, sale or use of personal property or nonpersonal services which in whole or in part, is necessary to the performance of any one or more contracts; or
2. Under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed.

Subcontractor is any person holding a subcontract, and, for the purposes of this definition, any person who has held a subcontract subject to the order. The term "first-tier subcontractor" refers to a subcontractor holding a subcontract with a prime contractor.

Subrecipient is the entity that receives a monetary award from the DOJ recipient.

Subrecipient Employee is an individual or subcontractor being paid using DOJ grant funds.

IV. Complaint Procedures

The following are MSP's procedures for accepting and responding to discrimination complaints from subrecipient employees, clients, customers, program participants, or consumers of a MSP subrecipient implementing funding from the DOJ:

1. All discrimination complaints associated with DOJ grants shall be submitted to the Grants and Community Services Division (GCSD) by mail, telephone or e-mail to:

Michigan State Police
Grants and Community Services Division
333 S. Grand Ave.
Lansing, MI 48909
(517) 373-2960
MSP-CJGrants@michigan.gov

2. The GCSD Director will send the complainant a letter within 10 days from the date it was received to acknowledge receipt of the complaint, notify the complainant that it has been submitted to the Michigan Department of Civil Rights, and inform the complainant that he or she may also file a complaint directly with the federal Office for Civil Rights (OCR) at:

Office of Justice Programs
Office for Civil Rights
810 7th Street NW
Washington, DC 20531
(202) 307-0690
Fax: (202) 616-9865
TTY: (202) 307-2027

3. Within 10 days of the receipt of the complaint, the GCSD Director will send an email to the DOJ subrecipient to notify the agency that a complaint against has been filed against it.
4. The GCSD Director will forward the complaint to the Inspector of the MSP Office of Human Resources (OHR) immediately upon receipt of the complaint. The OHR Inspector or his or her designee will serve as the coordinator for all complaints regarding civil rights violations and will immediately forward the complaint to the Michigan Department of Civil Rights by emailing MDCRServiceCenter@michigan.gov. If MDCR informs the MSP that it does not have jurisdiction to investigate the complaint, the OHR Inspector will forward the complaint to the OCR for investigation.

The preceding complaint procedures are an attachment to the subrecipient contracts for all DOJ grants awarded by the MSP. Subrecipients must notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing. Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed

types of individuals. Subrecipients must forward all discrimination complaints to the MSP as described in the complaint procedures. Subcontractors, clients, customers, program participants or consumers may also report complaints to the Office of Justice Programs/Office for Civil Rights or the Michigan Department of Civil Rights directly, but the MSP must be notified of the complaint by the subrecipient as soon as the complaint is known.

The MSP will ensure that all subrecipients are in compliance with the identified statutes and regulations by reviewing subrecipient procedures during site visits and other subrecipient monitoring activities.

5. The MSP, in cooperation with MDCR and OCR, will review and complete complaint investigations within 120-days. Complainants will receive written notification of the completion of the investigation and any associated findings within 10-days of the completion of the investigation. If the complexity of the investigation precludes this 120 day timeline from being met, the MSP shall notify the complainant in writing when it becomes aware that the investigation will not meet the 120 day timeline. This correspondence shall include a new timeline with an estimated completion date.

V. Training

All DOJ-funded MSP employees and subrecipients will receive periodic training at least once every contract year regarding their responsibility to comply with applicable federal civil rights in their capacity as a recipient of federal funds. Additionally, training will include review of these complaint procedures, including the employee's responsibility to refer discrimination complaints from clients, customers, program participants, or consumers to the appropriate MSP contact. The GCSD will provide DOJ-grant subrecipients and DOJ-funded MSP employees with access to OCR training modules, found on OCR's website, <http://www.ojp.usdoj.gov/about/ocr/assistance.htm>. Subrecipients will be required to certify they have completed this training during the first quarter of each grant cycle as part of their grant award agreement with the MSP.

These procedures and training requirements will also be disseminated to MSP employees via departmental memorandum and posted on the MSP intranet website. New employees will receive a copy of the procedures and access to the DHS training program during initial job training from any supervisor managing DOJ-funded employees.

VI. Monitoring

The GCSD has implemented a two-part process to ensure and monitor sub-recipients compliance with civil rights laws. Applicants must annually complete and submit to the GCSD the Civil Rights Compliance Questionnaire. Additionally, MSP grant advisors will complete the Civil Rights Compliance Questionnaire with applicants during on-site monitoring visits.

VII. Policy Dissemination

This policy shall be distributed to all MSP employees via a department-wide memorandum contingent upon final OCR approval. Additionally, the policy will be distributed via MSP's grant award agreement with DOJ-funded subrecipients as part of the standard grant award package.

Federal Civil Rights Compliance Checklist

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301-.308, does the subrecipient have an EEOP on file for review?

☐ Yes ☐ No

If yes, on what date did the subrecipient prepare the EEOP?

2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. §§ 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

☐ Yes- submitted an EEOP Short Form

☐ Yes- submitted a certification

☐ No

If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?

3. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Comments:

4. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex, and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

Comments:

5. Does the subrecipient have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the [State Administering Agency] or the OCR?

☐ Yes ☐ No

If yes, an explanation of these policies and procedures:

6. If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the subrecipient taken the following actions:

- Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services.

☐ Yes

☐ No

- Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G.

☐ Yes

☐ No

- Notified participants, beneficiaries, employees, applicants, and others that the subrecipient does not discriminate on the basis of disability.

☐ Yes

☐ No

Comments:

7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of

- 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

☐ Yes

☐ No

- Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54.

☐ Yes

☐ No

- Notified applicants for admission and employment, employees, students, parents, and others that the subrecipient does not discriminate on the basis of sex in its educational programs or activities.

☐ Yes

☐ No

Comments:

8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the subrecipient issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

☐ Yes ☐ No

Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP persons:

10. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws?

☐ Yes ☐ No

Comments:

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following:

- a. Provide services to everyone regardless of religion or religious belief.

☐ Yes ☐ No

- b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instruction, or proselytization, and that such activities are kept separate in time or place from federally-funded activities.

☐ Yes ☐ No

- c. Ensure that participation in religious activities is voluntary for beneficiaries of federally-funded programs.

☐ Yes ☐ No



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2447

Agenda Date: 10/22/2025

Agenda #: 8.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sheriff Christopher R. Swanson

RE: Acceptance of the 2026 CSRUV Responsive Services for Victims of Crime grant from Michigan Department of Health and Human Services (MDHHS).

BOARD ACTION REQUESTED:

Acceptance of the 2026 CSRUV Responsive Services for Victims of Crime grant from Michigan Department of Health and Human Services (MDHHS).

BACKGROUND:

The CSRUV previously known as the VOCA grant has been awarded to the Sheriff's Office since 2018. This grant allows the Sheriff's Office to expand its Elder Abuse Task Force by establishing victim focused positions that work hand in hand with investigators, APS, financial institutions and other entities making referrals for suspicion of elder abuse. This grant is pivotal in our task forces success and is one of only few given to a law enforcement agency across the state. The focus of the program is to expand and strengthen culturally specific and culturally responsive victim services for underserved survivors of crime by supporting expanding services for organizations with prior experience in serving victims of crime and managing federal and state funding to serve those victims.

DISCUSSION:

The term of the grant agreement is October 1, 2025, through September 30, 2026. The total amount of this Agreement is \$263,050.00.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

The term of the grant agreement is October 1, 2025, through September 30, 2026. The total amount of this Agreement is \$263,050.00 to be deposited in account 2859-312.00-504.000. A budget amendment is attached.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

This grant agreement conforms to County Priorities by ensuring safer communities.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize accepting the CSRUV Responsive Services for Victims of Crime Grant from, and entering into a grant agreement with, the Michigan Department of Health and Human Services, said grant being in the amount of \$263,050.00 for the term commencing October 1, 2025, through September 30, 2026, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the October 22, 2025 meeting of the Governmental Operations Committee of this Board), and the Chief Financial Officer is directed to record the attached budget amendment.

**Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"**

and

**COUNTY OF GENESEE
DBA: Genesee County
1101 Beach Street 3rd Floor
Flint MI 48502 1417**

**Federal I.D.#: 38-6004849, Unique Entity Identifier: XD5HMHXNBWX6
hereinafter referred to as the "Grantee"**

for

Responsive Services for Victims of Crime - 2026

Part 1

1. Period of Agreement:

This Agreement will commence on October 1, 2025 and continue through September 30, 2026. No activity will be performed and no costs to the state will be incurred prior to October 1, 2025. Throughout the Agreement, October 1, 2025 will be referred to as the start date. This Agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount:

A. Agreement Amount

The total amount of this Agreement is \$263,050.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$263,050.00. The source of funding provided by the Department can be obtained in the Schedule of Financial Assistance, available on-demand in the EGrAMS electronic grants management system (<http://egram-mi.com/mdhhs>).

The Agreement is designated as a:

- ☒ Subrecipient relationship (federal funding); or
- ☐ Recipient (non-federal funding).

The Agreement is designated as:

- ☐ Research and development project; or
- ☒ Not a research and development project.

B. Equipment Purchases and Title

Any Grantee equipment purchases supported in whole or in part through this Agreement must be listed in the supporting Equipment Inventory Schedule which should be attached to the Final Financial Status Report. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$10,000 or more per unit. Title to items having a unit acquisition cost of less than \$10,000 will vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$10,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. Deviation Allowance

A deviation allowance modifying an established budget category by \$10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

3. Purpose:

The focus of the program is to expand and strengthen culturally specific and culturally responsive victim services for underserved survivors of crime by supporting expanding services for organizations with prior experience in serving victims of crime and managing federal and state funding to serve those victims.

4. Statement of Work:

The Grantee agrees to undertake, perform and complete the activities described in Attachment A, which is part of this Agreement.

5. Financial Requirements:

The financial requirements must be followed as described in Part 2 and Attachment B, which are part of this Agreement.

6. Performance/Progress Report Requirements:

The progress reporting methods must be followed as described in Part 2 and Attachment C, which are part of this Agreement.

7. General Provisions:

The Grantee agrees to comply with the General Provisions as described in Part 2 and Attachment E, which is part of this Agreement.

8. Administration of the Agreement:

The person acting for the Department in administering this Agreement (hereinafter referred to as the Contract Manager) is:

Patrice Baker Manager (517) 896-2117
BAKERP2@MICHIGAN.GOV

Name	Title	Telephone No.	Email Address

9. Grantee's Financial Contact for the Agreement:

The financial contact acting on behalf of the Grantee for this Agreement is:

Tyler Swoffer Accountant

Name	Title

tswoffer@geneseecountymi.gov (810) 257-3187

E-Mail Address	Telephone No.

10. Special Conditions:

- A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board, and signature by the Grantee.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The funding provided by the Department under this Agreement is in exchange for all of the duties and restrictions placed on the Grantee through this Agreement.
- D. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.
- E. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.
- F. The Grantee is required by MCL 18.1101 *et seq* to receive payments by electronic funds transfer.

11. Special Certification:

The individual or officer signing this Agreement certifies by their signature that they are authorized to sign this Agreement on behalf of the responsible governing board, official, or Grantee.

12. Signature Section:

**FOR the GRANTEE
Genesee County**

Christopher Swanson

Administrator

Name

Title

Date

For the Michigan Department of Health and Human Services

Terri Smith

10/07/2025

Terri Smith, Director

Date

Bureau of Grants and Purchasing

Part 2
General Provisions

I. Responsibilities - Grantee

The Grantee, in accordance with the general purposes and objectives of this Agreement, must abide by the following:

A. Publication Rights

1. For materials produced in collaboration with both parties, ownership vests in both parties. For materials produced solely by grantee, grantee retains ownership, but provides the Department a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials. The copyrighted materials cannot include recipient information or personal identification data.
2. Obtain prior written authorization from the Department's Office of Communications to use the Department's name for any materials copyrighted by the Grantee or modifications prior to reproduction and use of such materials.
3. The state of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The state of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Grantee. If the Grantee ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the state of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
4. Obtain written authorization prior to publication or presentation, at least 14 days in advance, from the Department's Office of Communications, and give recognition to the Department in any and all publications, papers, and presentations arising from the Agreement activities.
5. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
6. Not make any media releases related to this Agreement, without prior written authorization from the Department's Office of Communications.

B. Fees

1. Guarantee that any claims made to the Department under this Agreement will not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.
2. Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report those collections on the Financial Status Report. Any under recoveries of otherwise available fees resulting from failure to bill for eligible activities will be excluded from reimbursable expenditures.

C. Grant Program Operation

Provide the necessary administrative, professional, and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits, or other authorizations necessary for the performance of this Agreement.

Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are not commingled with any other funds.

D. Reporting

Utilize all report forms and reporting formats required by the Department at the start date of this Agreement and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

E. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than four (4) years from the date of termination, the date of submission of the final expenditure report, or until litigation and audit findings have been resolved. The retention schedule may be modified if required. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

F. Authorized Access

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, federal grantor agency, Inspectors General, Comptroller General of the United States, and State Auditor General, or any of their

duly authorized representatives, to records, papers, files, documentation, and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule, or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.
3. Cooperate and provide reasonable assistance to authorized representatives of the Department when those individuals request access to the Grantee's grant records. This includes requests to obtain records and to provide information regarding those records.

G. Audits

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section 2 A.).

1. Required Audit or Audit Exemption Notice

Submit to the Department either a Single Audit, Financial Related Audit or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with 2 CFR 200.511(c) for any audit findings that impact the Department funded programs, and management letter (if issued) with a corrective action plan.

a. Single Audit

Grantees that are a state, local government, or non-profit organization that expend \$1,000,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described in 2 CFR 200.512 (c).

b. Financial Related Audit

Grantees that are for-profit organizations that expend \$1,000,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related

Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are available at State of Michigan - MDHHS by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the Department funded programs including but not limited to fraud, going concern uncertainties, financial statement misstatements and violations of the Agreement requirements. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the Department funded programs.

3. Due Date and Where to Send

The required audit and any other required submissions (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. Single Audit reports must be submitted simultaneously to the Department and Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(a). The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s), within nine months after the end of the Grantee's fiscal year, the Department may withhold from any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate

any current grant agreements if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

Failure to submit the Audit Exemption Notice, when required, may result in withholding from any payment from Department to the Grantee an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

5. Other Audits

The Department or federal agencies may also conduct or arrange for agreed upon procedures or additional audits to meet their needs.

H. Subrecipient Monitoring

1. When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:

- a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.332.
- b. Ensure the subrecipient complies with all the requirements of this Agreement.
- c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.332(b).
- d. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332(d) are met including reviewing financial and programmatic reports, following up on corrective actions, and issuing management decisions for audit findings.
- e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.

2. Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations, and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits, and maintaining regular contact with subrecipients.

3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.

4. Ensure that transactions with subrecipients/contractors comply with laws, regulations, and provisions of contracts or grant agreements.

I. Notification of Modifications

Provide notification to the Department within 14 days or sooner if circumstances warrant, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of statement of work, funding, or compliance with operational procedures.

J. Software Compliance

Ensure software compliance and compatibility with the Department's data systems for activities provided under this Agreement, including but not limited to stored data, databases, and interfaces for the production of work products and reports. All required data under this Agreement must be provided in an accurate and timely manner without interruption, failure, or errors due to the inaccuracy of the Grantee's business operations for processing data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access. State or federal data includes data and information provided to Grantee or Grantee's Subcontractor by or on behalf of the State or federal government, and all data and information derived therefrom, is the exclusive property of the State or federal government.

K. Human Subjects

Comply with Federal Policy for the Protection of Human Subjects, 45 CFR 46. The Grantee agrees that prior to the initiation of the research, the Grantee will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to the Department's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally approved interdepartmental agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the Grantee's authorized official.

L. Mandatory Disclosures

1. Disclose to the Department in writing within 14 days, or sooner if circumstances warrant, of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor, or an officer or director of Grantee or subcontractor that arises during the term of this Agreement including:
 - a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.

- b. A criminal Proceeding;
 - c. A parole or probation Proceeding;
 - d. A Proceeding under the Sarbanes-Oxley Act;
 - e. A civil Proceeding involving:
 - 1. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
 - 2. A governmental or public entity's claim or written allegation of fraud; or
 - 3. Any complaint filed in a legal or administrative proceeding alleging the Grantee or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Agreement; or
 - f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.
 - g. Any criminal activity that occurs by an employee, agent, or subcontractor of Grantee while conducting activities pursuant to this Agreement.
2. Notify the Contract Manager, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

M. Statement of Work Progress Reports

Submit quarterly Statement of Work progress reports to the Department via the <http://egramms-mi.com/mdhhs> website by the 15th day of the month following the end of the quarter and a final report no later than 15 days following the end of this Agreement.

N. Conflict of Interest and Code of Conduct Standards

- 1. Be subject to the provisions of MCL 15.321 *et seq*, as amended, MCL Act 15.341 *et seq*, as amended, and 2 CFR 200.318 (c)(1) and (2).
- 2. Uphold high ethical standards and be prohibited from the following:
 - a. Holding or acquiring an interest that would conflict with this Agreement;
 - b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
 - c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or
 - d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.

3. Immediately notify the Department of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

O. Travel Costs

1. Be reimbursed for travel costs (including mileage, meals, and lodging) budgeted and incurred related to activities provided under this Agreement.
 - a. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.
 - b. Federally funded Grantees must comply with Title 2 CRF 200.475.
 - c. State of Michigan travel rates may be found at the following website: http://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html.
 - d. International travel must be pre-approved by the Department and itemized in the budget.

P. Federal Funding Accountability and Transparency Act (FFATA)

1. Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:
 - a. The Grantee's federal revenue was 80% or more of the Grantee's annual gross revenue; AND
 - b. Grantee's gross revenue from federal awards was \$25,000,000 or more; AND
 - c. The public does not have access to the information about executive officers' compensation through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.
2. The FFATA Executive Compensation report template can be found in EGrAMS documents.

Q. Insurance Requirements

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
 - a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;

- b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and
- c. Be provided by a company with an A.M. Best rating of “A-” or better and a financial size of VII or self or governmental self-insurance.

2. Insurance Types

- a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add “the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.

If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.

- b. Workers’ Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.
 - c. Employers Liability Insurance or Governmental Self-Insurance.
 - d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
- 3. Require that subcontractors maintain the required insurances contained in this Section.
 - 4. This Section is not intended to and is not to be construed in any manner as waiving, restricting, or limiting the liability of the Grantee from any obligations under this Agreement.
 - 5. Grantee must promptly notify the Department of any knowledge regarding an occurrence which the Grantee reasonably believes may result in a claim against the Department. The Grantee must cooperate with the Department regarding such claim.

R. Fiscal Questionnaire

- 1. Complete and upload the yearly fiscal questionnaire to the EGrAMS agency profile within three months of the start of the Agreement.
- 2. The fiscal questionnaire template can be found in EGrAMS documents.

S. Criminal Background Check

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.
 - a. ICHAT: Home Page - ICHAT Menu (michigan.gov)
 - b. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>
 - c. National Sex Offender Registry: <http://www.nsopw.gov>
2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.
 - a. Central Registry: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html
3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee, or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed.

T. Real Property Acquisitions

1. Real property means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.
2. Adhere to the following if property acquisition is supported in whole or in part through this Agreement:
 - a. The property will be used to support the expansion of the services identified through this Agreement.
 - b. The property shall not be conveyed, transferred, or leased, either wholly or partially, whether in fee, by easement, or otherwise, for a period of seven years, unless the Department provides written approval and consent.
 - c. These restrictions must be recorded with the Warranty Deed and a copy must be provided to the Department.
 - d. The above property acquisition requirements are continuing obligations that survive the termination or expiration of the Agreement.

II. Responsibilities - Department

The Department, in accordance with the general purposes and objectives of this Agreement, will:

A. Reimbursement

Provide reimbursement in accordance with the terms and conditions of this Agreement based upon appropriate reports, records, and documentation maintained by the Grantee.

B. Report Forms

Provide any report forms and reporting formats required by the Department at the start date of this Agreement and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 30 days prior to their required usage in order to afford the Grantee an opportunity to review.

III. Assurances

The Grantee gives the following assurances to the Department:

A. Compliance with Applicable Laws

The Grantee will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles, and audits, in carrying out the terms of this Agreement. The Grantee will comply with all applicable requirements in the original grant awarded to the Department if the Grantee is a subgrantee. The Department may determine that the Grantee has not complied with applicable federal or state laws,

guidelines, rules, and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

B. Anti-Lobbying Act

The Grantee will comply with the Anti-Lobbying Act (31 U.S.C. 1352) as revised by the Lobbying Disclosure Act of 1995 (2 U.S.C. 1601 *et seq.*), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services, and Education, and Related Agencies section of the current fiscal year Omnibus Consolidated Appropriations Act. Further, the Grantee must require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

C. Non-Discrimination

1. The Grantee must comply with the Department's non-discrimination statement: "The Michigan Department of Health and Human Services does not discriminate against any individual or group on the basis of race, national origin, color, sex, disability, religion, age, height, weight, familial status, partisan considerations, or genetic information. Sex-based discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy."
2. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (MCL 37.2101 *et seq.*) and the Persons with Disabilities Civil Rights Act (MCL 37.1101 *et seq.*), and any breach thereof may be regarded as a material breach of this Agreement.
3. The Grantee will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color, or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C.

- 6101-6107), which prohibits discrimination based on age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse;
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
 - g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
 - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
4. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee must include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

D. Debarment and Suspension

The Grantee will comply with federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees, and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
- 2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the

offenses enumerated in section 2;

4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

E. Pro-Children Act

1. The Grantee will comply with the Pro-Children Act of 1994 (P.L. 103-227; 20 U.S.C. 6081, *et seq.*), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education, or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's activities.
2. The Grantee also assures, in addition to compliance with P.L. 103-227, any activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking must not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant, or private work site), the activities must be smoke-free.

F. Hatch Act and Intergovernmental Personnel Act

The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508, 5 U.S.C. 7321-7326), and the Intergovernmental Personnel Act of 1970 (P.L. 91-648), as amended by Title VI of the Civil Service Reform Act of 1978 (P.L. 95-454). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

G. Employee Whistleblower Protections

The Grantee will comply with 41 U.S.C. 4712 and must insert this clause in all subcontracts.

H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1388), as amended. This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders, or regulations issued pursuant to these Acts. Violations must be reported to the Department.

I. Victims of Trafficking and Violence Protection Act

The Grantee will comply with the Victims of Trafficking and Violence Protection Act of 2000 (P.L. 106-386), as amended.

This Agreement and anyone working on this Agreement will be subject to P.L. 106-386 and must comply with all applicable standards, orders, or regulations issued pursuant to this Act. Violations must be reported to the Department.

J. Procurement of Recovered Materials

The Grantee will comply with section 6002 of the Solid Waste Disposal Act of 1965 (P.L. 89-272), as amended.

This Agreement and anyone working on this Agreement will be subject to section 6002 of P.L. 89-272, as amended, and must comply with all applicable standards, orders, or regulations issued pursuant to this Act. Violations must be reported to the Department.

K. Subcontracts

For any subcontracted activity or product, the Grantee will ensure:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity or delivery of any subcontracted product. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in writing within 30 days of execution of the Agreement.
2. That any executed subcontract to this Agreement must require the subcontractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement will prevail.

A conflict between this Agreement and a subcontract, however, will not be deemed to exist where the subcontract:

- a. Contains additional non-conflicting provisions not set forth in this Agreement;
- b. Restates provisions of this Agreement to afford the Grantee the

same or substantially the same rights and privileges as the Department; or

- c. Requires the subcontractor to perform duties and/or activities in less time than that afforded the Grantee in this Agreement.
3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

L. Procurement

1. Grantee will ensure that all purchase transactions, whether negotiated or advertised, are conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200.
2. The funds must not be used for the purchase of foreign goods or services, or both, if competitively priced and of comparable quality American goods or services, or both, are available.
3. Preference must be given to goods and services manufactured or provided by Michigan businesses, if they are competitively priced and of comparable quality.
4. Preference must be given to goods and services that are manufactured or provided by Michigan businesses owned and operated by veterans, if they are competitively priced and of comparable quality.
5. Records must be sufficient to document the significant history of all purchases and must be maintained for a minimum of four (4) years after the end of the Agreement period.

M. Health Insurance Portability and Accountability Act

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this Agreement, the Grantee assures that it is in compliance with requirements of HIPAA including the following:

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law, or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information

for the purposes of this Agreement.

4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. Website Incorporation

The Department is not bound by any content on Grantee's website or other internet communication platforms or technologies, unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by the Department. The Grantee must not refer to the Department on the Grantee's website or other internet communication platforms or technologies without the prior written approval of the Department.

O. Survival

The provisions of this Agreement, including all attachments and addendums, that impose continuing obligations will survive the expiration or termination of this Agreement.

P. Non-Disclosure of Confidential Information

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give, or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.
2. Meaning of Confidential Information
For the purpose of this Agreement the term "confidential information" means all information and documentation that:
 - a. Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
 - b. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
 - c. Should reasonably be recognized as confidential information of the disclosing party;
 - d. Is unpublished or not available to the general public; or
 - e. Is designated by law as confidential.
3. The term "confidential information" does not include any information or documentation that was:
 - a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
 - b. Already in the possession of the receiving party without an obligation of confidentiality;
 - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
 - d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
 - e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through, or on behalf of, the receiving party).
4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of confidential

information. The Grantee will cooperate with the Department in every way possible to regain possession of the confidential information and prevent further unauthorized use or disclosure.

Q. Cap on Salaries

None of the funds awarded to the Grantee through this Agreement will be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management web site, <http://www.opm.gov>, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that a Grantee may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

IV. Financial Requirements

A. Operating Advance

1. Operating Advance Requests

An operating advance may be requested by the Grantee to assist with program operations necessary for achieving the objectives set forth in this Agreement. The amount requested to be advanced must not exceed 16.67% of the total state agreement amount. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. To initiate a request, the Grantee must follow these guidelines.

- a. The Grantee must ensure all requests for an operating advance are prepared and submitted in accordance with the specific guidelines and procedures as outlined in Part II, Chapter 10, Section 200 of the Financial Management Guide. FMG
- b. The Grantee must address all requests for an operating advance to the Contract Manager, as identified in Part 1, Section 8 of this grant agreement.
- c. The request must be submitted in writing on the Grantee's official letterhead and include the following information:
 1. Grant program name;
 2. Grantee agency name;
 3. Grant agreement number;
 4. Amount of the advance being requested;
 5. A detailed schedule of expenditures covered by the amount of the advance request, including dates that the expenses are expected to be incurred;

6. A justification statement outlining the necessity of an advance payment for the success of the project;
7. The reason an advance payment is needed in lieu of reimbursement of incurred expenses;
8. The Grantee's most recent audited financial statements.

2. Operating Advance Administration

The Department may, at its discretion, disburse an initial operating advance payment equal to the amount approved by the department, constituting no more than 16.67% of the grant state agreement amount after the execution of the grant agreement and approval of the operating advance request. The operating advance payments will be administered as follows:

- a. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.
- b. The operating advance must be recorded as an account payable liability to the Department in the Grantee's financial records. The operating advance payable liability must remain in the Grantee's financial records until fully recovered by the Department.
- c. Recovery of the operating advance shall be made through deductions from each payment to the grantee during the fiscal year in which the operating advance was issued.
- d. The Department reserves the right to accelerate the rate of recovery when, in the sole opinion of the Department, the amount of previous and/or future billings is anticipated to be less than the need to assure full recovery of the operating advance from the current year's award. In such a case, payments may be adjusted to recover up to 100% of the outstanding operating advance from a single billing
- e. The operating advance must be returned to the Department within 30 days of the end of the Department's fiscal year or end date of this Agreement, whichever is earliest. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.
- f. The Department requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or Department's fiscal year, whichever is earliest, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

B. Reimbursement Method

The Grantee will be paid for allowable expenditures incurred by the Grantee, submitted for reimbursement on the Financial Status Reports (FSRs), and approved by the Department. Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.

C. Financial Status Report Submission

The Grantee must electronically prepare and submit FSRs to the Department via the EGrAMS website <http://egram-mi.com/mdhhs>.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Adjustments should not be made to reported expenditures to account for any operational advance funding received. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

The Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious, or fraudulent information, or the omission of any material facts, may subject them to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise.

The instructions for completing the FSR form are available on the EGrAMS website <http://egram-mi.com/mdhhs>. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Mechanism

All Grantees must register using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology, Management and Budget's web site: <https://www.michigan.gov/sigmavss>.

E. Final Obligations and Financial Status Reporting Requirements

1. Obligation Report

The Obligation Report, based on annual guidelines, must be submitted by the due date established by and using the format provided by the Department's Expenditures Operations Division. The Grantee must provide an estimate of unbilled expenditures through the end of the

Department's fiscal year. The information on the report will be used to record the Department's year-end accounts payable and receivable for this Agreement.

2. Department Fiscal Year-End Closing

The Department will notify the Grantee of the date by which FSRs should be submitted to ensure timely payment processing during the Department's fiscal year end closing period.

3. Final FSRs

Final FSRs are due 30 days following the end of the Agreement period. The final FSR must be clearly marked "Final." Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in a potential reduction in a subsequent year's Agreement amount.

F. Recoupment

The Department reserves the right to recoup, reclaim, or otherwise collect any funding disbursed under this agreement that are unspent, misused, or outstanding from the grantee.

1. Unobligated Funds

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

2. Misused Funds

If the Department reasonably determines the funds allocated for an executed grant agreement under this section were misused or their use misrepresented by the grantee, the Department shall not award any additional funds under that executed grant agreement and shall refer the grant for review following internal audit protocols. Funds are considered misused if they are spent in a manner that is not consistent with the terms, conditions, or purpose(s) outlined in this agreement. Misuse of funds may also include, but is not limited to, fraudulent or illegal activities.

3. Outstanding Operating Advances

The operating advance must be returned to the Department within 30 days of the end of the Department's fiscal year or the end date of this Agreement, whichever, is earliest. Outstanding operating advances will be treated in accordance with instructions provided by the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

G. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget

calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 15% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Subrecipients may elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

V. Agreement Termination

This Agreement may be terminated without further liability or penalty to the Department for any of the following reasons:

- A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.
- C. Immediately if the Grantee, as determined by the State:
 - 1. Endangers the value, integrity, or security of any facility, data, or personnel; or,
 - 2. Engages in any conduct that may expose the State to liability; or
 - 3. Violates this agreement.
- D. Immediately by mutual agreement of both parties.

VI. Stop Work Order

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for activities, Grantee's incurred expenses or financial losses, or any additional compensation during a stop work period.

VII. Final Reporting Upon Termination

Should this Agreement be terminated by either party, within 30 days after the termination, the Grantee must return all State and federal data and provide the Department with all financial, performance, and other reports required as a condition of this Agreement. The Department will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Grantee must immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

VIII. Severability

If any part of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining parts of the Agreement will continue in full force and effect.

IX. Waiver

Failure by the Department to enforce any provision of this Agreement will not constitute a waiver of the Department's right to enforce any other provision of this Agreement.

X. Amendments

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the Grantee which would affect the Department funding of any project must be submitted in writing to the Department immediately upon determining the need for such change. The Department has sole discretion to approve or deny the amendment request. The Grantee must, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

XI. Liability

The Grantee assumes all liability to third parties, including loss or damage because of claims, demands, costs, or judgments arising out of activities, such as but not limited to direct activity delivery, to be carried out by the Grantee in the performance of this Agreement, under the following conditions:

- A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, anyone directly or indirectly employed by the Grantee, or anyone performing activities at the direction of the Grantee under this agreement.
- B. Nothing herein will be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions. The Department is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- C. In the event of data and/or security breaches, the Grantee must:
 - 1. Cooperate with the Department in investigating the occurrence, making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the Department;
 - 2. In the case of unauthorized disclosure or breach of confidential information, at the Department's sole election, with approval and assistance from the Department, notify the affected individuals with compromised Personally Identifiable Information (PII) or Protected Health Information (PHI) as soon as practicable but no later than is required to comply with applicable law and provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals;
 - 3. Perform or take any other actions required to comply with applicable law as a result of the occurrence, including pay for: any costs associated with the occurrence, any costs incurred by the Department in

investigating and resolving the occurrence, and reasonable attorney's fees associated with such investigation, and resolution.

XII. State of Michigan Agreement

This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Agreement must be resolved in Michigan Court of Claims, if brought by Grantee, and in a Michigan state court of competent jurisdiction, if brought by MDHHS. Grantee consents to venue in a Michigan court of competent jurisdiction, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Grantee must appoint agents in Michigan to receive service of process.

A Attachment A - Statement of Work

Objective :	To work with law enforcement to ensure all victims are connected with advocacy in some meaningful manner upon first response and ensure victim services are communicated to the prosecutor.
Activity :	1-1) Office of Genesee County Sheriff, Genesee County Prosecutor's Office, and YWCA will collaborate to provide rapid response to victims of domestic violence, sexual assault, and strangulation. This will include providing emotional support and ensuring that all possible resources for assistance are available to ensure no victim goes unserved. 1-2) Implement policy to ensure the Office of Genesee County, Genesee County Prosecutor's Office, and YWCA collaborate to provide rapid response to victims of domestic violence, sexual assault, and strangulation. The most critical component of the collaboration is to ensure no victim goes unserved.
Responsible Staff :	Assigned Investigator, Assistant Prosecutor, Victim Advocate
Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	1-1) 80% of victims who utilize services will report it to be helpful to them 1-2) 75% of victims will report having access to support services 1-3) 75% of victims will report that they understand their rights as crime victims
Measurement :	1-1) Victims will be given the opportunity to complete an evaluation form that will include rating their thoughts on services provided. 1-2) Victims will be given the opportunity to complete an evaluation form that will include rating their level of resources available to them. 1-3) Victims will be given the opportunity to complete an evaluation form that will include rating their level of understanding of rights as a crime victim.
Objective :	Provide prompt review of domestic violence, sexual assault, and strangulation crimes within 24-28 hours to ensure an offender focused investigation and prosecution.
Activity :	2-1) Office of Genesee County Sheriff Investigators and Genesee County Assistant Prosecutors will work tirelessly to ensure all crimes of domestic violence, sexual assault, and strangulation are investigated and acted upon within 48 hours of the crime to ensure offender is in custody and quickly charged with crimes. 2-2) Genesee County Prosecutor's Office will make every effort to move forward with charges even in cases where the victim is not able to participate in an offender focused and victim center manner. 2-3) Office of Genesee County Sheriff Investigators and Genesee County Assistance Prosecutors will actively pursue bond violations to ensure offender focused prosecution and victim centered support.
Responsible Staff :	Assigned Investigator, Assistant Prosecutor
Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	2-1) 80% of crimes of domestic violence, sexual assault, and strangulation will be reviewed within 24-48 hours. 2-2) 50% of cases of domestic violence, sexual assault, and strangulation with a victim who is unable to participate will be tried. 2-3) 100% of cases involving violations of bond will be motioned before the Court for revocation.
Measurement :	2-1) Cases will be tracked and logged throughout the criminal justice process from the onset to ensure prompt review. 2-2) Cases with non-participating victim will be tracked and logged throughout the criminal justice process from the onset to ensure prompt review. 2-3) Cases involving bond violations will be tracked.
Objective :	Ensure all victims domestic violence, sexual assault, and strangulation in Genesee County have access to assistance and are aware of new task force.

Activity :	3-1) Implement task force hotline and resource line for victims of domestic violence, sexual assault, and strangulation to ensure a victim centered approach. 3-2) Implement engaging and dynamic plan of action to create awareness of task force.
Responsible Staff :	Assigned Investigator, Assistant Prosecutor, YWCA
Date Range :	10/01/2025 - 09/30/2026
Expected Outcome :	3-1) 80% of victims who utilize the domestic violence hotline will report increased awareness and assistance. 3-2) 80% of victims who utilize hotline will report increased knowledge or resources available to them. 3-3) 90% of victims who utilize hotline will report feeling increased security and comfort.
Measurement :	3-1) Victims will be given the opportunity to complete an evaluation form that will include rating their level of increased awareness and assistance. 3-2) Victims will be given the opportunity to complete an evaluation form that will include rating their level of resources available to them. 3-3) Victims will be given the opportunity to complete an evaluation form that will include rating their level of security.

B1 Attachment B1 - Program Budget Summary

PROGRAM Responsive Services for Victims of Crime - 2026			DATE PREPARED 10/7/2025		
CONTRACTOR NAME Genesee County			BUDGET PERIOD From : 10/1/2025 To : 9/30/2026		
MAILING ADDRESS (Number and Street) 1101 Beach Street 3rd Floor			BUDGET AGREEMENT ☒ Original ☐ Amendment		AMENDMENT # 0
CITY Flint	STATE MI	ZIP CODE 48502-1417	FEDERAL ID NUMBER 38-6004849		

	Category	Total	Amount	Cash	Inkind
DIRECT EXPENSES					
Program Expenses					
1	Salary and Wages	143,314.00	143,314.00	0.00	0.00
2	Fringe Benefits	59,530.00	59,530.00	0.00	0.00
3	Employee Travel and Training	17,000.00	17,000.00	0.00	0.00
4	Supplies and Materials	16,224.00	16,224.00	0.00	0.00
5	Subawards - Subrecipient Services	0.00	0.00	0.00	0.00
6	Contractual - Professional Services	0.00	0.00	0.00	0.00
7	Communications	5,600.00	5,600.00	0.00	0.00
8	Grantee Rent Costs	0.00	0.00	0.00	0.00
9	Space Costs	0.00	0.00	0.00	0.00
10	Capital Expenditures - Equipment & Other	0.00	0.00	0.00	0.00
11	Client Assistance - Rent	0.00	0.00	0.00	0.00
12	Client Assistance - All Other	0.00	0.00	0.00	0.00
13	Other Expenses	0.00	0.00	0.00	0.00
14	Volunteer Salary and Wages	0.00	0.00	0.00	0.00
15	Volunteer Fringe Benefits	0.00	0.00	0.00	0.00
16	Volunteer Training	0.00	0.00	0.00	0.00
Total Program Expenses		241,668.00	241,668.00	0.00	0.00
TOTAL DIRECT EXPENSES		241,668.00	241,668.00	0.00	0.00
INDIRECT EXPENSES					
Indirect Costs					
1	Indirect Costs	0.00	0.00	0.00	0.00
2	Cost Allocation Plan (CAP)	21,382.00	21,382.00	0.00	0.00
Total Indirect Costs		21,382.00	21,382.00	0.00	0.00

	Category	Total	Amount	Cash	Inkind
	TOTAL INDIRECT EXPENSES	21,382.00	21,382.00	0.00	0.00
	TOTAL EXPENDITURES	263,050.00	263,050.00	0.00	0.00

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	Source of Funds				
	MDHHS State Agreement	263,050.00	263,050.00	0.00	0.00
	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00
	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00
	Local	0.00	0.00	0.00	0.00
	Non-MDHHS State Agreements	0.00	0.00	0.00	0.00
	Federal	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00
	In-Kind	0.00	0.00	0.00	0.00
	Volunteer	0.00	0.00	0.00	0.00
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00
	Total Source of Funds	263,050.00	263,050.00	0.00	0.00
	Totals	263,050.00	263,050.00	0.00	0.00

B2 Attachment B2 - Program Budget - Cost Detail Schedule

Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
DIRECT EXPENSES								
Program Expenses								
1 Salary and Wages								
Principle Investigator	1.0000	55078.000	0.000	FTE	55,078.00	55,078.00	0.00	0.00
Principle Investigator	1.0000	64373.000	0.000	FTE	64,373.00	64,373.00	0.00	0.00
Coordinator	1.0000	23863.000	0.000	FTE	23,863.00	23,863.00	0.00	0.00
Total for Salary and Wages					143,314.00	143,314.00	0.00	0.00
2 Fringe Benefits								
All Composite Rate Notes : Includes FICA, Workers Compensation, Unemployment, Medical, Optical, Dental, Life Insurance, retirement, and post-retirement benefits	0.0000	41.538	143314.000		59,530.00	59,530.00	0.00	0.00
3 Employee Travel and Training								
Mileage-Assigned Vehicle Cost	0.0000	0.000	0.000		12,000.00	12,000.00	0.00	0.00
Training Registration	0.0000	0.000	0.000		5,000.00	5,000.00	0.00	0.00
Total for Employee Travel and Training					17,000.00	17,000.00	0.00	0.00
4 Supplies and Materials								
Educational Supplies	0.0000	0.000	0.000		4,424.00	4,424.00	0.00	0.00
Office Supplies	0.0000	0.000	0.000		1,800.00	1,800.00	0.00	0.00
Uniforms expense Notes : Staff assigned to this role must wear uniforms to identify themselves when completing on- scene welfare checks or providing direct services to victims.	0.0000	0.000	0.000		6,000.00	6,000.00	0.00	0.00

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
	This is not a typical police uniform but a designated GCSO polo and tactical pants.								
	Postage	0.0000	0.000	0.000		1,000.00	1,000.00	0.00	0.00
	Printing	0.0000	0.000	0.000		3,000.00	3,000.00	0.00	0.00
Total for Supplies and Materials						16,224.00	16,224.00	0.00	0.00
5	Subawards - Subrecipient Services								
6	Contractual - Professional Services								
7	Communications								
	Office Telephone Service	0.0000	0.000	0.000		5,000.00	5,000.00	0.00	0.00
	Cellular Telephone Service	0.0000	0.000	0.000		600.00	600.00	0.00	0.00
Total for Communications						5,600.00	5,600.00	0.00	0.00
8	Grantee Rent Costs								
9	Space Costs								
10	Capital Expenditures - Equipment & Other								
11	Client Assistance - Rent								
12	Client Assistance - All Other								
13	Other Expenses								
14	Volunteer Salary and Wages								
15	Volunteer Fringe Benefits								
16	Volunteer Training								
Total Program Expenses						241,668.00	241,668.00	0.00	0.00
TOTAL DIRECT EXPENSES						241,668.00	241,668.00	0.00	0.00
INDIRECT EXPENSES									
Indirect Costs									
1	Indirect Costs								
2	Cost Allocation Plan (CAP)								
	County-City Central	0.0000	0.000	0.000		21,382.00	21,382.00	0.00	0.00

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
	Services CAP								
Total Indirect Costs						21,382.00	21,382.00	0.00	0.00
TOTAL INDIRECT EXPENSES						21,382.00	21,382.00	0.00	0.00
TOTAL EXPENDITURES						263,050.00	263,050.00	0.00	0.00

- B3** **Attachment B3 - Equipment Inventory Schedule**
[Attachment B3 - Equipment Inventory Schedule](#)
- C** **Attachment C - Performance Report Requirements**
[Attachment C - Performance/Progress Report Requirements](#)
- E** **Attachment E - Program Requirements**
[Attachment E - Program Specific Requirements](#)

DESCRIPTION:

GL #	DESCRIPTION	Increase/(Decrease)
2859-312.00-769.000	SUPPLIES UNIFORMS	(2,600.00)
2859-312.00-850.000	TELEPHONE	600.00
2859-312.00-957.005	MOTOR POOL CHARGES	2,000.00



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2464

Agenda Date: 10/22/2025

Agenda #: 9.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sam Olson, Juvenile and Probate Court Administrator

RE: Approval of an agreement between Genesee County and Genesee Health System, in an amount not to exceed \$340,000.00, to provide multi-systemic therapy and anger management/trauma group therapy at Genesee County's Juvenile Justice Center; the term of this agreement is October 1, 2025 through September 30, 2026; the cost of this agreement will be paid from the accounts listed

BOARD ACTION REQUESTED:

The Court is requesting approval of contract amendment and extension for Multi-Systemic Therapy and anger management/trauma group therapy with Genesee Health System for the period commencing October 1, 2025 - September 30, 2026, in an amount not to exceed \$340,000, to be paid from accounts 2920-663.06-801.004 and 2920-664.00-801.001. These services are part of the approval child care fund annual plan and budget for FY 2025-26.

BACKGROUND:

The Family Division of the Circuit Court has partnered with Genesee Health System since 2004 to provide MST and related mental health services to court-involved youth. The MST team must be licensed to provide the MST services and must participate in annual training and quarterly coaching sessions to maintain fidelity to the evidence-based model. GHS will provide additional group therapy services focused on anger management and trauma-based services, for those youth deemed eligible for which such group therapy treatment(s) may be beneficial.

DISCUSSION:

MST is an evidence-based juvenile delinquency therapy model that helps youth and their families to function responsibly over the long term. MST reduces juvenile delinquency and antisocial behavior by addressing the core causes of such conduct, and addresses the client as a network of systems including family, peers, school, and neighborhood/environment. MST therapists have small caseloads and are on-call 24/7 providing services in the home at times convenient to the family. The average length of treatment is 3-to-6 months. Anger and trauma-based group therapy incorporates an evidenced-based cognitive-based therapy treatment model.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The cost of this extension/amendment is not to exceed \$340,000, to be paid from accounts 2920-

663.06-801.004 and 2920-664.00-801.001. These services are part of the approval child care fund annual plan and budget for FY 2025-26.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

The mental health services provided by Genesee Health System support the county's priority of fostering healthy, safe, and livable communities.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Juvenile and Probate Court Administrator to authorize an extension and amendment of the professional services contract between Genesee County and Genesee Health System (GHS), whereby GHS will provide multi-systemic therapy and anger management and trauma-based group therapy services for court-involved youth, for the period commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed \$340,000.00 to be paid from accounts 2920-663.06-801.004 and 2920-664.00-801.001, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the October 22, 2025 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract extension on behalf of Genesee County.

AMENDMENT and EXTENSION to Professional Services Agreement
With Genesee Health System

This Amendment and Extension is between Genesee Health System (“GHS”) and the County of Genesee, a Michigan municipal corporation whose principal place of business is located at 324 South Saginaw Street, Flint, Michigan 48502 (the “County”), acting through the 7th Judicial Circuit Court, Family Division (the Contractor and the County together, the “Parties”), as an Amendment and Extension to the underlying agreement entered into between the Parties, reflected in Resolution # 2024-1228, for multisystemic therapy services.

WHEREAS, the Parties executed a contract, effective October 1, 2024 – September 30, 2025 (the “Agreement”), pursuant to which the Contractor would perform multisystemic therapy services; and

WHEREAS, the Parties wish to amend the underlying Agreement to incorporate expanded therapy services, to include anger management therapy/services and trauma therapy/services;

WHEREAS, the Parties wish to extend the Agreement, incorporating the amendment for anger management and trauma therapy/services, for an additional year, as specified in Paragraph 1.2 of the underlying Agreement.

NOW THEREFORE, the Parties agree as follows:

1. The Agreement shall be amended to include anger management therapy/services and trauma therapy/services, to wit:

Paragraph 3. Compensation shall be amended, in part, as follows:

The total value of the contract is not to exceed \$340,000. The total contract amount for the Multisystem Therapy services is not to exceed \$275,000. The total contract amount for the anger management and trauma therapy/service is not to exceed \$65,000.

Paragraph 16.1 Entire Contract shall be amended, in part, as follows:

16.1.2. *Exhibit A – The Scope of Work – Multisystem Therapy*

16.1.3. *Exhibit B – The Scope of Work – Anger Management and Trauma Therapy*

Exhibit B shall be added to the Agreement, to incorporate the Scope of Work for anger management and trauma therapy services. Exhibit B reads as follows:

EXHIBIT B

Description of the Services

Eligibility criteria: Juvenile court-involved youth, ages 12-17 at the time of the alleged involvement, presenting with suspected mental illness for which group therapy treatment(s) may be beneficial will be eligible for an assessment with Genesee Health System (GHS). If deemed eligible and appropriate, youth will participate in evidenced-based groups that focus on trauma and/or anger management based on their needs. Services to offenders that were under the age of 18 at the time of court involvement may be provided past the age of eighteen in certain circumstances where the Court has lawfully extended its jurisdiction beyond age 18.

File documentation required: GHS is required to have the following documents available in its electronic file for each youth assigned to group therapy:

- Face sheet with demographics
- Petition and any subsequent petitions
- Court order into Trauma/Anger Management program
- Case assessment and treatment plan
- Progress notes
- Periodic reviews
- Discharge summary including where youth will reside

Services provided following written court referral:

- Clinical assessment(s) – intake biopsychosocial assessment, MichiCANS, or other appropriate assessment tool(s)
- Group therapy, incorporating CBT
- Individual/family therapy sessions to follow trauma group completion as deemed necessary per trauma assessment result post-group, as part of TFCBT evidenced-based practice model.
- Quarterly periodic review
- Transition and/or discharge planning; may include referral to additional services at GHS or in community

Program length: 3-6 months per youth

Reporting: Monthly attendance sheets, attached to invoices

Billing: Medicaid and health plans will be billed for all billable services; this agreement includes only services that are NOT billable.

The Contractor will provide the County with monthly invoices in a form acceptable to the County along with any necessary supporting documentation, such as time sheets and attendance sheets. The invoices will be submitted no later than the 10th of the month following the close of the month of service.

Late invoices, those submitted any time after the 10th day of the month following the close of the month of service, will not be paid. If the Contractor submits a late invoice,

the invoice may be paid at the discretion of the Contract Administrator only after written notice from the Contractor stating the reason for the late invoice.

The County Administrator shall be the point of submission for the monthly invoices. The request for payment will be placed in line for payment as soon as practical and consistent with the current practice. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

The billing invoice shall include the following:

- Billing month
- Youth name
- Date of birth
- Age
- Court case number(s)
- Service date(s)
- Service type(s)
- Service rate(s)
- Total amount for the entire invoice

2. The Agreement, as herein amended and incorporated above, shall be extended for October 1, 2025 – September 30, 2026.
3. The remaining terms of the Agreement remain unchanged and in full effect.

GENESEE HEALTH SYSTEM

COUNTY OF GENESEE

By: _____
Danis Russell
Chief Executive Officer

By: _____
Delrico J. Loyd, Chairperson
Board of Commissioners

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BHS Insurance 3055 44th St SW Grandville MI 49418	CONTACT NAME: Dawn VandenBosch PHONE (A/C, No, Ext): 616-261-7313 E-MAIL ADDRESS: dvandenbosch@bhsins.com FAX (A/C, No): 616-574-3317
INSURED Genesee Health System Genesee Community Health Center Attn: Mr. R. David Hunter 1040 W. Bristol Rd. Flint MI 48507	INSURER(S) AFFORDING COVERAGE INSURER A: Midwest Employers/MI Clubs Fun INSURER B: Citizens Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 23612 31534

COVERAGES**CERTIFICATE NUMBER:** 354465529**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	Y	Z7IA870747	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Incd in Gen Agg \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ Hired Autos ☒ Nonowned Aut	Y	N	A7IA870989	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ Unlimited
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	EWC008816	10/1/2025	10/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
B	Professional Liability	N	N	Z7IA870747	10/1/2025	10/1/2026	Each Prof Incident Policy Aggregate 1,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Genesee County
Attn: Risk Management
1101 Beach St.
Flint MI 48502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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 **Genesee Health System, whose principal business address is located at 1040 W. Bristol Road, Flint, MI 48507** (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

The parties acknowledge that payments are subject to funding availability from both Genesee County and the Michigan Child Care Fund.

The total value of the contract is \$275,000.00.

The Contractor must provide to the County monthly invoices in a form acceptable to the County along with any necessary supporting documentation such as time sheets, said invoices to be submitted no later than the 10th of the month following close of the month of service. The invoices must include information as described in Exhibit A.

Late invoices, those submitted any time after the 10th day of the month following close of the month of service, will not be paid. If the Contractor submits a late invoice, that invoice may be paid at the discretion of the Contract Administrator only after written notice from the Contractor stating the reason for the late invoice. The Contract Administrator shall be the point of submission for the monthly invoices. The request for payment will be placed in line for payment as soon as practical and consistent with current practice. 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 **Rhonda Ihm** (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. 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.

10. 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".

11. 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.

12. Audit Rights

12.1 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.

12.2 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.

12.3 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.

12.4 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.

13. Identity Theft Prevention

13.1 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.

13.2 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.

14. 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.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. 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.

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 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.

14.1 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.

14.2 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.

15. Independent Contractor

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

16. General Provisions

16.1 Entire Contract

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

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

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.

16.2 No Assignment

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

16.3 Modification

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

16.4 Binding Effect

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

16.5 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.

16.6 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.

16.7 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.

16.8 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.

16.9 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.

16.10 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.

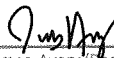
IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

GENESEE HEALTH SYSTEM

COUNTY OF GENESEE

By: _____
Danis Russell
Chief Executive Officer

Date: _____

By:  _____
James Avery (Dec 19, 2024 05:47 EST)
James Avery, Chairperson
Board of County Commissioners

Date: _____

EXHIBIT A

Description of the Services

Eligibility criteria: Adjudicated juvenile offenders, either in community placement or at the Genesee County Juvenile Justice Center, ages 12-17 at the time of the offense, presenting with serious emotional disturbance, antisocial behaviors, and/or problem sexual behaviors who are at risk of out of home placement or who are returning to the community from out of home placement or youth at the Genesee County Juvenile Justice Center. Services to offenders that were under the age of 18 at the time of the offense may be provided past the age of eighteen in certain circumstances where the Court has lawfully extended its jurisdiction beyond age 18.

File documentation required: GHS is required to have the following documents available in their electronic file for each youth assigned to MST:

- Face Sheet with demographics
- Petition and any subsequent petitions
- Court order into MST program
- Family case assessment & treatment plan
- Weekly case notes that include the required face-to-face contact indicator and explanation for any failed or missed contacts (i.e. Failed contacts may include staff vacation or family vacation)
- Periodic progress report with no more than a 6-month time frame between reports
- Program length
- Discharge summary, including living arrangement of youth at case closure and demonstration of success
- Copy of caseload list
- Contact log

Services provided:

- Eligible youth and families receive Multisystemic Therapy (MST), MST-CM, or MST-PSB, evidenced-based practices proven to be effective with youth who have serious emotional disturbance, antisocial behaviors, and/or problem sexual behaviors
- Mandatory weekly face-to-face contact with youth, with the exception of the final program phase (Maintenance Phase). GHS must notify court staff when a client enters into the final phase
- MST services can be provided at the Genesee County Juvenile Justice Center.
- The program will have a sufficient number of staff, allowable by administrative rules, to perform the prescribed functions required by the fidelity of the model that will provide for the assessed needs of the juveniles.
- MST staff will be trained in the applicable MST model
- The MST program will maintain model fidelity to ensure positive outcomes which include, but are not limited to: flexible schedules to meet the youth and family needs, 24-hour/7-day per week on-call availability, participation in weekly phone consultation

with MST consultant, TAMS and SAMS data collection to monitor staff outcomes, quarterly booster trainings, attendance at the bi-annual MST conference

- MST Supervisor and GHS Director of Children's Services will provide clinical and administrative oversight and monitor data collection for outcomes at discharge and 6,12,an 18-month post-discharge
- GHS/MST staff must be present for each annual Genesee County Child Care Fund site review

Program Length: at least 3-6 months per family

Reporting:

The MST Supervisor will submit a monthly report to the Juvenile Section Administrator with a listing of cases assigned to the program, including the number of youth served; new, closed and pending cases; and current availability. In addition, the Court will be provided with ongoing data regarding program outcomes. MST provides a Program Implementation Review every 6 months. This report will be shared with the Juvenile Section Administrator to further discuss the program outcomes in detail. Additionally, the MST Supervisor will submit a monthly progress report to the Probation Department on each current case.

Billing Invoice:

Medicaid and Health Plans will be billed for all billable services. This agreement is for services that are NOT billable to Medicaid, including services provided to eligible youth at the Genesee County Juvenile Justice Center.

The Contractor must provide to the County quarterly invoices in a form acceptable to the County along with any necessary supporting documentation such as time sheets, said invoices to be submitted no later than the 10th of the month following close of the month of service.

Late invoices, those submitted any time after the 10th day of the month following close of the month of service, will not be paid. If the Contractor submits a late invoice, that invoice may be paid at the discretion of the Contract Administrator only after written notice from the Contractor stating the reason for the late invoice.

The Contract Administrator shall be the point of submission for the monthly invoices. The request for payment will be placed in line for payment as soon as practical and consistent with current practice. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

Billing invoice shall include the following:

- Billing quarter
- Youth's full name

- Date of birth
- Age
- Court docket number
- Service date
- Service type
- Service rate
- Total amount for entire invoice

FY25 GHS MST

Final Audit Report

2024-12-19

Created:	2024-12-18
By:	Rhonda Ihm (RIhm@geneseecountymi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhDwjA84tzYtMbdGsV52riwHG9MjzY3Dj

"FY25 GHS MST" History

-  Document created by Rhonda Ihm (RIhm@geneseecountymi.gov)
2024-12-18 - 6:20:46 PM GMT
-  Document emailed to javery@geneseecountymi.gov for signature
2024-12-18 - 6:21:02 PM GMT
-  Email viewed by javery@geneseecountymi.gov
2024-12-18 - 6:21:52 PM GMT
-  Signer javery@geneseecountymi.gov entered name at signing as James Avery
2024-12-19 - 10:47:48 AM GMT
-  Document e-signed by James Avery (javery@geneseecountymi.gov)
Signature Date: 2024-12-19 - 10:47:50 AM GMT - Time Source: server
-  Agreement completed.
2024-12-19 - 10:47:50 AM GMT



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2527

Agenda Date: 10/22/2025

Agenda #: 10.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Joshua Freeman, Director of Administration

RE: Approval of a grant award from the Charles Stewart Mott Foundation, in the amount of \$133,000.00, to provide for demolition assessment at the former Genesee County Administration Building

BOARD ACTION REQUESTED:

Approval of a grant award from the Charles Stewart Mott Foundation, in the amount of \$133,000.00, to provide for demolition assessment at the former Genesee County Administration Building

BACKGROUND:

Last year, the Board of Commissioners authorized negotiations between Genesee County and the Mass Transportation Authority (MTA) for the purchase of the former Genesee County Administration Building. During those negotiations, the MTA informally led a group of contractors through the building to get a general idea for demolition cost. In the meantime, there has been significant change at the federal level related to funding. MTA has paused their interest in the former Administration Building.

DISCUSSION:

In order to better understand the costs associated with demolition of the former Administration Building, we believe it is in the best interests of the County to hire an outside firm to develop proper demolition specifications that will guide the work of any prospective demolition contractor. These specifications will aid in the bidding of the demolition project. To help realize that goal, staff worked with the CS Mott Foundation to secure a grant that will cover the cost of the bid specification, bid review, and demolition management.

IMPACT ON HUMAN RESOURCES:

There will be no impact on Human Resources.

IMPACT ON BUDGET:

This grant award will have a positive impact on the budget. A budget amendment is attached.

IMPACT ON FACILITIES:

This grant award will help Facilities determine true cost of demolition in order to secure funding.

IMPACT ON TECHNOLOGY:

There will be no impact on Technology.

CONFORMITY TO COUNTY PRIORITIES:

In seeking alternative sources to fund long-term capital needs, Genesee County is continuing to ensure its long-term financial stability.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of Administration to authorize accepting the grant award from Charles Stewart Mott Foundation, in the amount of \$133,000.00, to provide for demolition assessment at the former Genesee County Administration Building for the period commencing November 1, 2025, through October 31, 2026, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the October 22, 2025 meeting of the Governmental Operations Committee of this Board), and the Chief Financial Officer is directed to record the attached budget amendment.



CHARLES STEWART
MOTT FOUNDATION

October 3, 2025

The Honorable Delrico Loyd
Chairman, Genesee County Board of Commissioners
Genesee County Administration Building
1101 Beach Street, Room 312
Flint, MI 48502-1475

Project: Demolition Assessment
(Grant No. 2025-13952)

Dear Commissioner Loyd:

We are pleased to inform you that the Charles Stewart Mott Foundation has approved a grant in the amount of \$133,000 to Genesee County for the above-referenced project for the period November 1, 2025, through October 31, 2026.

Grant Payments

This grant will be paid upon receipt of your acceptance as follows:

\$133,000 on November 1, 2025

This letter or your proposal may set forth specific goals or objectives that your organization expects to achieve during the grant period. For accounting purposes, the Mott Foundation is not requiring that your organization achieve any specific goal or objective as a condition (or barrier) to your receipt and retention of the grant funds, except for the following:

- No conditions.

The Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant or any other outstanding grant, to require a refund of any unexpended grant funds, or both, if, in the Mott Foundation's judgment, any of the following occur with respect to this grant or any other grant from the Mott Foundation to your organization:

1. Grant funds have been used for purposes other than those contemplated by this commitment letter.

Commissioner Delrico Loyd
October 3, 2025
Page 2 (Grant No. 2025-13952)

2. Such action is necessary to comply with the requirements of any law or regulation affecting either your organization's or the Mott Foundation's responsibilities under the grant.
3. Your organization ceases to conduct this project, or circumstances change such that it becomes impractical or impossible for you to carry out this project.
4. Your organization's performance under this grant has not been satisfactory, as determined by the Mott Foundation in its reasonable discretion. Although the Mott Foundation expects your organization to work toward achieving the goals and objectives described in your proposal, unless a specific condition (or barrier) is identified above, the failure to obtain any specific goal or objective will not, alone, be cause for the Mott Foundation to determine that your organization's performance has not been satisfactory, but may be relevant in determining whether your overall performance has (or has not) been satisfactory.
5. The Mott Foundation has not received and approved all reports due from your organization prior to the payment date.

The Mott Foundation's judgment on these matters will be final and binding.

Mott Foundation Contact Person and Resources

Please direct all correspondence and questions relating to this grant to Jennifer Acree, Program Officer.

For general information regarding Mott Foundation grant procedures and other grant related questions, we encourage you to visit the Grantee Resources section of our website at www.mott.org/grantee-resources.

Another resource available to grantees is the Grantee Portal. The Grantee Portal provides real-time information on your grant's reporting requirements and due dates. By using the Grantee Portal, you may view a copy of this commitment letter, download copies of forms, and upload required reports directly to the Mott Foundation. For more information about the Grantee Portal, contact your program officer or login at <https://mott.fluxx.io>. The grant's primary project contact, Joshua Freeman, can login at <https://mott.fluxx.io> with their registered email address.

Use of Grant

Under United States law, Mott Foundation grant funds may be expended only for charitable, scientific, literary, religious, or educational purposes, as specified in section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended. This grant is to be expended solely in support of the objectives detailed in your proposal submitted April 17, 2025.



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Your organization shall not, directly or indirectly, engage in, support or promote violence or terrorist activities.

Your organization confirms that this project is under its complete control. Your organization further confirms that it has and will exercise control over the process of selecting any consultant, that the decision made or that will be made on any such selection is completely independent of the Mott Foundation, and further, that there does not exist an agreement, written or oral, under which the Mott Foundation has caused or may cause the selection of a consultant.

Mott Foundation grant funds may not be used for lobbying expenditures.

Mott Foundation grant funds may not be used for re-granting to secondary organizations.

Your organization may charge this grant only for expenditures incurred or services performed during the grant period specified in this letter.

Your organization may charge this grant only for line item expenditures that were included in your approved budget as referenced in the “Reports” section of this letter. The addition of new line items must have the prior written approval of the Mott Foundation.

Grant Accounting

Your organization is required to maintain financial records for expenditures and receipts relating to this grant, retaining these records and other supporting documentation for five years after the grant’s termination date.

Your organization is also required to permit the Mott Foundation to have reasonable access to your files, records and personnel during the term of this grant and for five years thereafter for the purpose of making financial audits, verifications, or program evaluations.

Unless a specific condition (or barrier) is listed in the “Grant Payments” section of this letter, the Mott Foundation does not intend, in its own financial statements, to treat this grant as a “conditional contribution” described under Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2018-08. Your organization should make its own determination as to how to account for this grant in your financial statements and is not required (under FASB ASU 2018-08) to adopt the same accounting treatment as the Mott Foundation.

Reports

The Mott Foundation requires the following report to be submitted for this grant:

Report Type:	For Period Ending:	Due on or Before:
Final Report	October 31, 2026	December 1, 2026



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The report must include the following parts, which must be submitted together:

1. A **narrative report** summarizing what was accomplished by the expenditure of funds during the reporting period. Your grant proposal indicated that your organization will work toward achieving certain goals and objectives during the grant period, and the narrative report should include a description of progress made toward achieving the following reporting objectives:
 - Complete demolition cost estimates.
 - Conduct a phase one environmental assessment.
 - Finalize report with cost estimates for the county.
2. A **financial report** showing the approved budget, expenditures against each line item since the start of the grant, and balances remaining (or overruns) for each line item. For the final report, you must explain all overrun variances that exceed both one thousand dollars (\$1,000) and 10% of the budgeted line item amount.

Your organization must report against the approved budget of \$133,635 submitted on April 17, 2025 (which may be greater than the amount of the Mott Foundation grant). If the approved budget covers multiple years, each report should include cumulative expenditures since the beginning of the grant period. The report must also include a summary of all funding received for this project (listed by source and grant period).

Unless a specific condition (or barrier) is listed in the “Grant Payments” section of this letter, the Mott Foundation is not requiring that your organization achieve any of the reporting objectives listed above as a condition (or barrier) to your receipt and retention of the grant funds. Rather, the reporting objectives are meant to capture your progress in achieving the goals and objectives identified in your grant proposal.

Reports and other grant requirements should be submitted online via the Mott Foundation’s Grantee Portal. A default portal account has been setup for the primary project contact. The project contact can login at <https://mott.fluxx.io> with their registered email address. Please contact your program officer if you need assistance or to change the project contact. Standard reporting templates and other forms are available for download via the Grantee Portal.

Undisbursed Funds

Your organization is required to return any undisbursed project funds on a prorata basis to the Mott Foundation within two months after the end of this grant. The prorata refund is computed by multiplying the total undisbursed project funds by the ratio of Mott Foundation funding to total funding received for this project for the grant period. Any refund of less than \$100 will be waived.



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Compliance with Laws

Your organization may not use any portion of the grant funds to undertake any activity for any purpose other than one specified in section 170(c)(2)(B) of the Internal Revenue Code. Further, the Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant or to require a refund of any unexpended grant funds if, in the Mott Foundation's judgment, such action is necessary to comply with the requirements of any law or regulation.

Public Information

The Mott Foundation will include information on this grant in its periodic public reports. The Mott Foundation also welcomes grantees to make announcements of grants upon return of this signed commitment letter. A copy of any release should be sent to the Mott Foundation's Communications Department prior to its dissemination. The department is available to provide assistance in your communications efforts.

Acceptance

This letter contains the entire agreement between your organization and the Charles Stewart Mott Foundation, and there are no conditions or stipulations, oral or written, governing the use of the grant funds other than those contained in this letter.

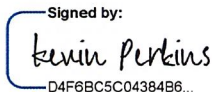
If your organization agrees to the grant conditions as stated, please **sign and return, via DocuSign**, one complete copy of this letter **with an electronic signature** of an appropriate representative of your organization in the space provided. In countersigning this letter, this individual represents to the Mott Foundation that he/she has the authority to sign this letter on the organization's behalf.

This grant may be withdrawn if the Mott Foundation has not received your acceptance within one month from the date of this letter.

On behalf of the Mott Foundation, I would like to extend our best wishes for the success of this endeavor.

Sincerely,

Signed by:



D4F6BC5C04384B6...

Kevin Perkins

Vice President-Administration and Secretary/Treasurer

KP:sc

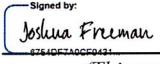


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Our organization acknowledges that appropriate personnel have read and understand this letter, that its terms and conditions are acceptable to us, and that we will comply with those terms and conditions.

Name of Grantee: Genesee County

Printed Name of Authorized Signer: Joshua Freeman

Authorized Signature: 
(This must be an original signature of an authorized representative of the organization.)

Title: Director of Administration

Date Signed: 10/3/2025



DESCRIPTION: Demolition Grant

GL #	Description	Increase/(Decrease)
1010-202.01-674.029	LOCAL CONTRIBUTION	133,000.00
1010-202.01-801.004	SERV CONT GENERAL	133,000.00

APPROVED BY: _____



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2567

Agenda Date: 10/22/2025

Agenda #: 11.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

WHEREAS, this Board of County Commissioners of Genesee County, Michigan ("Board"), has adopted a set of Rules and Procedures; and

WHEREAS, this Board wishes to amend its Rules and Procedures to add a "Consent Agenda" item to its Order of Business, replacing its "Reports of Standing Committees" item.

NOW, THEREFORE, BE IT RESOLVED, that this Board authorizes amending Section 2.3 (Order of Business) of its Rules and Procedures by replacing item "IX. Reports of Standing Committees" with "IX. Consent Agenda."

GENESEE COUNTY BOARD OF COUNTY COMMISSIONERS RULES AND PROCEDURES

GENESEE COUNTY POLICY

Adopted: RES-xxxx-xxxx

Supersedes: 2023-6

RULE 1: GENERAL

1.1 Rules

The rules contained in the most current edition of Robert's Rules of Order Newly Revised shall govern the Genesee County Board of County Commissioners (the "Board") in all cases to which they are applicable except when they are inconsistent with these Rules and Regulations. In that case, this document shall take precedence.

1.2 Public Notice

Public Notice of all meetings, to the extent required by law, shall be prepared at the direction of the Board Chairperson by the Genesee County Commissioners' Director of Administration. In the absence or incapacity of the Director of Administration, any such notice shall be given by the Genesee County Clerk ("County Clerk"). (MCL 15.264, MCL 15.265)

1.3 Public Attendance

All meetings of the Board shall be open to the public and held in a place available to the general public. All persons are permitted to attend any meeting, with minor exceptions. (MCL 15.263)

Members of the general public may address the Board at the time and in the order dictated on the Meeting Agenda. Members of the general public shall address the Board by first stating their full name and city of residence. Only then will they be recognized for a two-minute maximum speaking period, which may be extended at the discretion of the Chairperson of the meeting.

RULE 2: MEETINGS

2.1 Regular Board Meetings

The Board will adopt a calendar of regular meetings of the Board for the upcoming year at their annual organizational meeting. Regular meetings of the Board will be held at the Willard P. Harris Auditorium or at such other time and location that the Board may deem necessary. Special meetings may be called at the request of 1/3 of Commissioners.

GENESEE COUNTY BOARD OF COUNTY COMMISSIONERS RULES AND PROCEDURES

2.2 Call To Order

The Chairperson of the Board shall take the Chair at the start of each meeting, call the Meeting to order, and direct a roll call for attendance.

2.3 Order Of Business

The Order of Business for each Board Meeting Agenda shall be established as follows:

- I. Call Meeting to Order
- II. Roll Call
- III. Invocation
- IV. Pledge of Allegiance
- V. Approval of Meeting Minutes
- VI. Public Address
- VII. Communications
- VIII. Appointments
- IX. Consent Agenda**
- X. Unfinished Business
- XI. New and Miscellaneous Business
- XII. Adjournment

Board agendas with supporting material shall be prepared at the direction of the Board Chairperson. Committee agendas with supporting material shall be prepared at the direction of the Committee Chairperson.

Board and Committee agendas should be available to the Commissioners by 3:00 p.m. of the Thursday prior to the meeting, and to the public by 12:00 p.m. of the Monday prior to the meeting.

A synopsis of each proposed Resolution shall appear on the agenda for the Board meeting.

2.4 Consent Agenda

Action Items, defined as items appearing on an agenda for approval or discussion, shall be considered in the order in which they appear on the agenda. A Commissioner may choose to move all Action Items on a particular agenda section at once, by consent of the other Commissioner ("member") of the Board or Committee. Should any member choose to separately discuss any Action Item(s), at the time when consent to move is requested, that member will indicate which Action Item(s) they would like removed and discussed separately. The Chairperson shall grant that request and discuss the separate Action Item(s) as the next item of business.

GENESEE COUNTY BOARD OF COUNTY COMMISSIONERS RULES AND PROCEDURES

2.5 Organizational Meeting

On the first Wednesday, of each January (unless the first Wednesday is a holiday, then the following day) there shall be an Organizational meeting. Election of the Chairperson of the board shall be the first order of business following Roll Call. The County Clerk, as the secretary of the Board of Commissioners, should preside until a Chairperson is elected. In the case that the Genesee County Clerk is unavailable, the Chief Judge of the 7th Circuit Court may preside, in their absence, the duty falls to the Chief Judge of the Probate Court.

Voting shall begin with the 1st District and proceed, in order, until all Commissioners have voted. At the end of the first round the County Clerk will announce the results. Should no Commissioner receive a majority of the votes of the elected and serving Commissioners, then the next round of voting begins with the 2nd District Commissioner and so on in succession until a Commissioner receives a majority of the votes.

Upon the election of the Chairperson, the elected Commissioner shall immediately take the Chairperson's seat. The next order of business shall be the election of a Vice-Chairperson. The election of the Vice-Chairperson shall be conducted in the same manner as the vote for Chairperson.

As soon as practical thereafter, the Chairperson shall appoint the Chairperson and the Vice-Chairperson for each Standing Committees.

RULE 3: SUMMARY and DUTIES

3.1 Summary

The Board of Commissioners meets to give final approval of items approved at Committee. The Board acts through resolutions. The County Clerk is the statutory record keeper for the Board. Resolution numbers are required by the Purchasing Department when ordering an item that has been approved by the Board. Certified copies of resolutions are available through the County Clerk's Office. Items shall be referred to the Board agenda by way of referral from the appropriate Parent Committee.

Examples of items Requiring Board Approval include but are not limited to: contracts and agreements, grant applications and awards, any items requiring an appropriation, all purchases approved or made in accordance with the Purchasing Regulations, all personnel items approved and referred by the appropriate Parent Committee, all overtime and travel appropriations, Appointments, and Ordinances.

GENESEE COUNTY BOARD OF COUNTY COMMISSIONERS RULES AND PROCEDURES

3.2 Board Chair Duties

The Chairperson shall preserve order and decide all questions of order subject to an appeal to the Board.

The Chairperson shall be an ex-officio member of all Special Committees. The Chairperson shall have the right, but not the duty, to participate in the work of the committees. The Chairperson shall have all the privileges of committee membership including the right to make motions and to vote and shall be counted in determining whether a quorum is present at a meeting of any such committee or committees which are attended.

The Vice-Chairperson shall, when notified of an impending absence by the Chairperson, or incapacity, as deemed by the Board, of the Chairperson, be vested with all the powers of the Chairperson except the right to appoint or remove Chairpersons and Vice-Chairpersons of committees of the Board, standing or special. The Vice-Chairperson shall also be an ex-officio member of all Special Committees in absence of the Chairperson.

RULE 4: CONDUCT

4.1 Speech

Members, defined as Commissioners who sit on the particular Board or Committee gathered to act, shall only speak when recognized by the Chairperson. When recognized, every member desiring to speak shall address the Chairperson directly. Subject to the discretion of the Chairperson, no member shall speak more than twice on any one subject in one meeting. The maximum time for each member to speak at one time shall be five minutes.

Non- members shall only speak when recognized by the Chairperson for the time and subject matter allowed by the Chairperson.

4.2 Voting

Resolutions and motions shall be decided by ayes, nays, and abstentions via voice vote. Roll call votes shall be ordered when required by law or when requested by any Commissioner in a committee or in a Board Meeting provided said member shall demand so before the vote is announced. Every roll call vote shall be rotated at each meeting.

Committees of the Board shall act by the votes of a majority of the members present for all Committee meetings provided there is a quorum as defined in

GENESEE COUNTY BOARD OF COUNTY COMMISSIONERS RULES AND PROCEDURES

Rule 4.6.

The Board, at its regular meeting, shall act by a vote of the majority of Commissioners elected and serving.

4.3 Action

The names and votes of the individual members of the Board shall be recorded on an action taken by the Board or by a Committee of the Board if the action is on an ordinance, the making of appointment or the election of any officer, or any other matter required by law to be so voted upon.

Other than a motion to approve minutes, make an appointment, elect an officer, accept a report or adopt a laudatory resolution, generally, in order to ensure that items receive proper consideration, original main motions or resolutions, shall not be considered or voted upon, even though such motion has been seconded, unless one of the following conditions also has been satisfied:

- i. The principal substance of the motion or resolution has been referred to the Board of Commissioners by a Committee of the Board;
- ii. The motion or resolution has been moved by the Chairperson of a Board Standing Committee normally and principally assigned to consideration of matters including the substance of the motion or resolution, or, in the absence of the Committee Chairperson, such motion or resolution has been moved by the Vice-Chairperson of that Committee, and, prior to voting upon the motion or resolution, the Board has been advised, by notation with emphasis in the Agenda or otherwise at the meeting, that the matter has not been referred to the Board by such a Committee but rather with the consent of the Chairperson; or
- iii. Consideration of the motion or resolution receives the approving vote of at least six members of the Board.

4.4 Removal of An Item From The Agenda

An item on the distributed agenda of a Board meeting may be removed from the agenda, in advance of the commencement of the Board meeting, with the consent of the Chairperson of the Committee which referred the item to the Board, or with the consent of the Chairperson of the Board if the item has not been referred to the Board by a Committee.

Prior to commencement of the Board meeting, notice shall be provided to each member, listing all items which have been removed from the distributed agenda. An item not so noticed may be removed from the

GENESEE COUNTY BOARD OF COUNTY COMMISSIONERS RULES AND PROCEDURES

distributed agenda only by a vote of the Board.

4.5 Reconsideration

When a question has been decided by roll call vote, any member voting in the majority may move for a reconsideration thereof. On all viva-voce votes, any member may move a reconsideration. But no motion for reconsideration shall be in order unless made at the same meeting where first decided or the next meeting of the Board.

4.6 Quorum

A majority of Commissioners elected and serving shall constitute a quorum for the transaction of business for all regular meetings of the Board of County Commissioners.

4.7 Commissioner Attendance and Absence

A Commissioner who fails to attend scheduled meetings without first notifying the Chairperson or Board staff, will be considered absent without excuse.

Any member wishing to leave the Board meeting before adjournment shall first advise the Chairperson in order to maintain a quorum.

The County Clerk or designee shall maintain a log of the arrivals and departures of each member at all meetings, including the times of such arrivals or departures. This log shall be included in the minutes of each meeting. (MCL 15.269)

Commissioners should use remote and virtual attendance options only to the extent and manner allowed by statute. (MCL 15.263a)

4.8 Adjournment

A motion to adjourn shall be entertained by the Chairperson to the date specified in the schedule adopted at the beginning of the year, or to a date certain set at the meeting.

RULE 5: COMMITTEES

5.1 General

It is the purpose of each Committee to receive information and to develop and make recommendations to the entire Board. Each Committee shall carry on a continuing evaluation of the performance of activities within the Committee's area of responsibility and, at the discretion of the Committee

GENESEE COUNTY BOARD OF COUNTY COMMISSIONERS RULES AND PROCEDURES

Chairperson, receive periodic reports from the Departments within the Committee's area of responsibility.

All items that require Board approval, must first be considered by one of the Board's Standing Committees and then referred to the Board, unless waived through committee under rule 6.4. Approval of minutes, election of officers, acceptance of reports, appointments, and adoption of laudatory resolutions are not required to be considered by a Standing Committee before adoption by the Board.

5.2 Standing Committees

The following five Standing Committees shall be seated with at least a quorum of Board members as defined in Rule 4.6 with total number of members determined by the Chairperson and shall have responsibility as detailed herein. Each Standing Committee shall serve as a Parent Committee to several County Departments and areas of responsibility. A Parent Committee is the Standing Committee to which matters regarding that Department are to be submitted if, under these Procedures, that matter does not fall within the responsibilities of any other Standing Committee. Meeting schedules will be determined by the committee chairperson no later than January 31st of each year.

i.COMMUNITY AND ECONOMIC DEVELOPMENT (C&ED)

The Community & Economic Development Committee processes Community Development program items, status reports, or other items submitted by the Genesee County Metropolitan Planning Commission.

C&ED serves as the Parent Committee for Departments, Agencies, and areas of responsibility including:

***Arts & Culture Millage
Bishop Airport Authority
Economic Development Corporation
Flint & Genesee Group
Genesee County Land Bank
Genesee County Metropolitan Planning Commission
Mass Transit Authority***

To the extent not covered in the responsibilities for one of the other Standing Committees, the Community & Economic Development Committee will be responsible for recommendations regarding:

-Items submitted by the Planning Department.

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-Communications from the U.S. Department of Housing & Urban Development.

-Miscellaneous activities relating to assigned Departments.

ii. FINANCE (FIN)

The Finance Committee focuses on large dollar activities that directly impact the current County Budget, as well as to plan for future budgets. The Finance Committee processes modifications in current year budget line items in excess of \$10,000 and personnel activities when they affect the budget.

FIN serves as the Parent Committee for Departments, Agencies, and areas of responsibility including:

Equalization
Fiscal Services Office
Retirement Commission
Treasurer
VEBA
GCERS

The Finance Committee will be responsible for recommendations regarding:

-Annual Budget process.

-Formation of new departments.

-Adjustment in compensation.

-The creation of new positions.

-Reclassification of existing budgeted positions

-Department line item transfers greater than \$10,000.

-Grants requiring matches.

-Capital equipment procurement over \$10,000 where a General Fund appropriation is required.

GENESEE COUNTY BOARD OF COUNTY COMMISSIONERS RULES AND PROCEDURES

- Payment of bills (including travel claims).
- The County being the primary debtor on a borrowing.
- Bonds issued by the County.
- Miscellaneous activities relating to the Fiscal Services Office.

iii. GOVERNMENTAL OPERATIONS (Gov Ops)

The Governmental Operations Committee processes contracts for assigned departments, grant applications and acceptances for assigned departments that do not require a match, and other general operations of the County.

Gov Ops serves as the Parent Committee for Departments, Agencies, and areas of responsibility including:

***Adult Probation
Animal Control
Board Office
County Clerk/ Register's Office
Circuit Court
Chief Public Defender
Community Corrections
District Court
Emergency Management
Friend of the Court
GVRC
Human Resources
Probate Court
Prosecutor's Office
Office of the Sheriff***

To the extent not covered in Finance Committee responsibilities, Governmental Operations Committee will be responsible for recommendations regarding:

- Issues involving taxes other than the County tax rates.
- Grant applications and acceptances for assigned departments (not

GENESEE COUNTY BOARD OF COUNTY COMMISSIONERS RULES AND PROCEDURES

requiring a County match).

- Governance issues (i.e. Bylaws, procedures, policies, etc.)
- Miscellaneous activities relating to assigned Departments.

iv. HUMAN SERVICES (HSC)

The Human Services Committee processes items relating to Health, Human Services, and Emergency Medical Services.

HSC serves as the Parent Committee for Departments, Agencies, and areas of responsibility including:

***Genesee County Community Action Resource Department
Genesee Health System
Genesee Health Plan
Health Department
MSU Extension
Medical Control Authority
Medical Examiner
Senior Services
Veterans***

To the extent not covered in the responsibilities for one of the other Committees, the Human Services Committee will be responsible for recommendations regarding:

- Contracts and agreements for assigned Departments.
- Grant applications and acceptances for assigned departments (not requiring a County match).
- Miscellaneous activities relating to assigned Departments.

v. PUBLIC WORKS (PW)

The Public Works Committee processes all budgeted capital outlay over \$10,000.00, requiring a procurement contract for building and grounds

GENESEE COUNTY BOARD OF COUNTY COMMISSIONERS RULES AND PROCEDURES

activity, drain and sewer activities and County property issues.

PW serves as the Parent Committee for Departments, Agencies, and areas of responsibility including:

***Facilities &
Operations
Drain Commissioner
Genesee County Road Commission
Genesee County Water & Waste
Geographic information Systems
Information Technology
Motor Pool
Parks & Recreation
Surveyor***

To the extent not covered in the responsibilities for one of the other Committees, the Public Works Committee will be responsible for recommendations regarding:

- Acquisition or disposition of real property.
- Road Commission issues.
- Building safety issues.
- Miscellaneous activities relating to assigned Departments.

5.3 Special Committees

The Board of Commissioners may, by resolution, create Special Committees with a definite assignment and, when so created, such committees shall hold over until their assigned project is completed, unless sooner discharged by a majority vote of the Board of Commissioners.

The Chairperson shall have the power to appoint a Chairperson and members to a Special Committee.

Between meetings of the Board, such Special Committees above described, may be created and appointed by the Chairperson of the Board with the approval of the Chairperson of the Finance Committee and the Chairperson of the Governmental Operations Committee.

5.4 Subcommittees

The Chairperson of any Standing Committee may designate, a Subcommittee

GENESEE COUNTY BOARD OF COUNTY COMMISSIONERS RULES AND PROCEDURES

of one or more members of that Committee to carry out any assignments within the scope of the basic function of that Committee. The member or members of such Subcommittee shall report to the full Committee. Subcommittees shall act by a vote of a majority of the members appointed to the Subcommittee.

RULE 6: PROCEDURES

6.1 Submission

Action Items, seeking inclusion on the Board or Committee Agenda, should be submitted in a timely manner to ensure their approval in the workflow process in time for the desired committee meeting.

Each Department is responsible for verifying that their requested Action Item has received all approvals necessary to be included on the agenda.

Care should be taken in choosing the proper category for any Action Item. Category determines the workflow. If the wrong category is chosen, your request will be rejected.

i. DEADLINE

Deadline for submission of Action Items to the workflow is **12:00 p.m. Wednesday two weeks prior to the desired Committee meeting.**

ii. COVER MEMORANDA

Action Items must include a cover memorandum, addressed to the Chairperson of the Committee, stating what action is needed from the Committee or requested from the Board as well as copies of any documents for which approval is sought.

The cover memorandum must include the following information:

- A single requested action item per memorandum.
- A detailed description of the proposal.
- For travel requests: the purpose of the trip, the dates of the trip, the location of the trip, and the name of any class, seminar, or event that will be attended during the trip.
- The cost to the County.

GENESEE COUNTY BOARD OF COUNTY COMMISSIONERS RULES AND PROCEDURES

- The funding source, including fund numbers and names, for payment of any costs to the County.
- If employee related: a single request for each job classification requested (multiple requests for same classification may be on a single request). If there is a budget amendment needed to effectuate this change, a completed Budget Entry Form would also need to be included.
- Budget Entry Forms should be used in accepting grants and amending budgets (forms are available on the Fiscal Services and Board of Commissioner's websites).

iii. ELECTRONIC SUBMISSION

All Action Items submitted to the Board Office shall be submitted electronically via the approved software.

6.2 Board Approval Not Required

The following items do not require Board or Committee approval:

- Purchases for items that have an annual value under \$30,000.00 made in accordance with Sections 3-104 and 3-105 of the Genesee County Purchasing Regulations.
- Line-item transfers authorized by the County Chief Financial Officer, not involving payroll, fringe, travel workshop, or capital equipment and not exceeding \$10,000.
- Specific travel requests that conform to the County Travel Policy.

6.3 Signature Authority

Unless granted by Resolution or by law, no individual County employee has actual, implied, or apparent signature authority to bind Genesee County to any agreement, memorandum, or contract.

Upon Board approval, the requesting Department is responsible for the collection of necessary signatures.

6.4 Waiver through Committee and Add Ons

If an item is to go directly to the Board, or to a non-Parent Committee, thereby bypassing the Parent Committee, it should be provided to the Board's Director of Administration for inclusion on the appropriate Agenda as early as possible before the meeting after proper approval has been obtained.

GENESEE COUNTY BOARD OF COUNTY COMMISSIONERS RULES AND PROCEDURES

Unless added to the agenda pursuant to Rule 4.3(iii), if a waiver or add on is deemed necessary, the Department must:

- i. Obtain approval from the Chairperson of the Committee to be bypassed.
- ii. Obtain approval from the Chairperson of the Committee to which the item will be referred, or from the Board Chairperson if the item is to be presented directly to the full Board.
- iii. Notify the Board's Director of Administration that permission to waive/add-on has been granted by the relevant Chairperson(s).

RULE 7: BUDGET ADOPTION

7.1 Budget Goals

The Finance Committee shall, at the first Finance Committee meeting in March, review and update goals and priorities for the upcoming fiscal year budget. The updated goals and priorities will be utilized by the County Chief Financial Officer and individual Departments in developing the draft upcoming fiscal year budget.

7.2 Revenue Estimating Committee

The Finance Committee shall hold a special meeting at the first Finance Committee meeting in May for a special Revenue Estimating Committee meeting. At this meeting, the County Chief Financial Officer and the Equalization Director shall provide to the Finance Committee and the Finance Committee shall affirm, an estimated accounting of expected revenues for the upcoming fiscal year.

7.3 Draft Budget Presented

The County Chief Financial Officer shall present a draft fiscal year budget to the Finance Committee at the second Finance Committee meeting in June.

7.4 Public Hearing

The Board of County Commissioners shall publish and hold a public hearing on the proposed draft budget at their last regular meeting in July to collect public input regarding the proposed budget.

7.5 Departmental Hearings

Following acceptance of the proposed draft budget, the Finance Committee shall schedule departmental budget hearings as needed. Departments will be guided by the adopted goals and priorities of the Board.

7.6 Final Draft Budget

GENESEE COUNTY BOARD OF COUNTY COMMISSIONERS RULES AND PROCEDURES

The County Chief Financial Officer shall incorporate the recommended changes considered during the departmental budget hearings in developing a final budget to be presented to the Finance Committee at their second meeting in August.

7.7 Budget Adoption

The Board shall hold a public hearing on, and shall adopt, the proposed fiscal year budget no later than the second meeting of the Board in September.

RULE 8: APPOINTIVE PERSONNEL

8.1 Appointment

Whenever the laws of this State, by mandate or permission, direct or authorize the Board of Commissioners to appoint a person to perform a statutory duty where no term is prescribed for the appointment, such term shall be at the pleasure of the Board of Commissioners.

8.2 Past County Service

Unless a different vote is required by law, the Board shall not appoint anyone who previously, within the last 5 calendar years, worked for the Board of Commissioners or for the particular entity to which the appointment is contemplated, unless approved by a 2/3 vote of the Board.

8.3 Voting on Appointments

Unless a different vote is required by law, or these bylaws, officials in Board appointable positions may be appointed or their appointments terminated, by a majority vote of the members of the Board elected and serving.

RULE 9: AMENDMENT OR SUSPENSION

9.1 Amendment

These Rules and Procedures may be amended at any regular meeting of the Board, by a 2/3 vote of the members elected and serving on the Board, provided that either an oral notice has been given at a preceding meeting occurring within sixty (60) days, or a written notice has been forwarded to each member not less than five (5) days preceding the offer of the amendment. Annually, these rules may be reviewed as part of the Organizational Meeting and amended, at that meeting, as necessary.

9.2 Suspension

These Rules and Procedures may be temporarily suspended at any time by a 2/3 vote of the members elected and serving on the Board to facilitate the accomplishment of any legal objective of the Board.



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2586

Agenda Date: 10/22/2025

Agenda #: 12.

Annual evaluations of Genesee County Director of Administration and Genesee County Corporation Counsel*

**Pursuant to the annual direct report evaluation policy adopted by the Genesee County Board of Commissioners on 10.15.25*

PROPOSED PROCESS

Consistent with the Board of Commissioners' policy of annually evaluating each of its direct reports (adopted on 10.15.25), the Governmental Operations Committee proposes that each Commissioner individually complete and return to the Chair and Vice Chair of the Governmental Operations Committee evaluation instruments for the positions of Genesee County Director of Administration and Genesee County Corporation Counsel. Each of these evaluation instruments - one specific to each position - will be proposed separately for adoption by the full Board of Commissioners.

Each Commissioner will have thirty calendar days to complete his or her evaluation instruments (see proposed timeline below). Upon the completion and return of each completed evaluation instrument to the Chair and Vice Chair of the Governmental Operations Committee, the evaluation results for each position will be aggregated and shared with each of the nine Commissioners. Evaluations submitted after the thirty-day deadline will not be included in the aggregate document(s).

In compliance with the Open Meetings Acts and any other relevant statutes or County policies, the full Board of Commissioners will meet in December 2025 to review and discuss the aggregate results of each evaluation.

PROPOSED TIMELINE

10.22.25: Governmental Operations Committee to review and vote on evaluation process/timeline and evaluation instruments

10.29.25: Full Board of Commissioners to review and vote on evaluation process/timeline and

evaluation instruments

10.30.25: The adopted process/timeline and instruments will be sent by the Governmental Operations Committee Chair to the Board of Commissioners with a 30-calendar-day deadline for completion and return to the Chair and Vice Chair of Governmental Operations

10.30.25 - 11.30.25: Individual Commissioners will complete their evaluations and submit them to the Chair and Vice Chair of the Governmental Operations Committee

12.03.25: The Chair and Vice Chair of the Governmental Operations Committee will compile all completed evaluations for each position (Director of Administration and Corporation Counsel) into two aggregated documents (one for the Director of Administration and one for the Corporation Counsel) and share these with all nine Commissioners

12.03.25: The Board of Commissioners will schedule time during a regular meeting, or schedule a special meeting (or meetings), to review evaluation results for both positions, consistent with the Open Meetings Act and any other relevant statutes or County policies

Date(s) TBD: The Board of Commissioners will meet to review and discuss evaluation results for both positions, consistent with the Open Meetings Act or any other relevant statutes or County policies

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF
COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

WHEREAS, this Board of County Commissioners of Genesee County, Michigan ("Board"), has adopted an Annual Evaluation of Direct Reports Policy ("Evaluation Policy"); and

WHEREAS, this Board wishes to implement said Evaluation Policy for its direct report positions of Corporation Counsel and Director of Administration.

NOW, THEREFORE, BE IT RESOLVED, that this Board authorizes adopting the process and timeline for said 2025 annual evaluations as proposed and recommended by the Governmental Operations Committee at its October 22, 2025 meeting.

BE IT FURTHER RESOLVED, that the Governmental Operations Committee Chairperson is directed to distribute the Evaluation Instruments for the positions of Corporation Counsel and Director of Administration to each member of this Board by October 30, 2025.

BE IT FURTHER RESOLVED, that each member of this Board is directed to complete the Evaluation Instruments for said positions and submit them to the Governmental Operations Committee Chairperson and Vice Chairperson by November 30, 2025.

BE IT FURTHER RESOLVED, that the Governmental Operations Committee Chairperson and Vice Chairperson are directed to compile the information from all completed Evaluation Instruments into two aggregated documents and distribute these documents to each member of this Board by December 3, 2025.

BE IT FURTHER RESOLVED, that either this Board, or the Governmental Operations Committee with input from all members of this Board at the Committee's December 3, 2025 meeting, shall schedule a time during a regular meeting of this Board, or a special meeting of this Board, to review the evaluation results for both positions consistent with the Open Meetings Act and any other relevant statutes or County policies.



01.003: Annual Evaluation of Direct Reports

Effective: 10/15/2025 – RES-2025-2419

Purpose:

It shall be the policy of the Genesee County Board of County Commissioners to annually evaluate the performance of all Genesee County employees who serve as its direct reports.

Authority and Responsibility:

The Governmental Operations Committee will develop/revise an evaluation instrument for each direct report, annually, and propose its adoption by the full Board of County Commissioners.

Application:

This policy will be applied annually.

Policy:

1. Annually, the Governmental Operations Committee will propose to the full Board of County Commissioners the development or revision of evaluation instruments for each direct report.
2. After the adoption of the evaluation instrument, the Board of County Commissioners shall vote separately on a proposed process and timeline for completing the evaluation of its direct report(s).
3. All evaluations of direct reports by the Board of County Commissioners will be conducted in compliance with the Open Meetings Act and other relevant legal requirements.



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2587

Agenda Date: 10/22/2025

Agenda #: 13.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

WHEREAS, this Board of County Commissioners of Genesee County, Michigan ("Board"), has adopted an Annual Evaluation of Direct Reports Policy ("Evaluation Policy"); and

WHEREAS, this Board wishes to implement said Evaluation Policy for its direct report position of Director of Administration.

NOW, THEREFORE, BE IT RESOLVED, that this Board authorizes adopting the attached Evaluation Instrument for the position of Director of Administration for the 2025 annual evaluation to be conducted in accordance with the process and timeline established by Resolution 2025-2586.

Attachment

EVALUATION INSTRUMENT

**Position: Director of Administration -
Genesee County**

Duties/Responsibilities	Performance Exceeds Expectations (2 Points)
I. Performs complex, confidential and highly responsible directives of the Genesee County Board of Commissioners.	
II. Performs administrative and liaison duties for members of the Board of Commissioners, its chairperson and committees.	
III. Interprets Board of Commissioner policy for county officers, department directors, employees and the public ensuring its application in all decisions and in speaking for the Board of Commissioners.	
IV. Supervises assigned staff.	
V. Work is performed with considerable independence under the general direction of the Board of Commissioners and is reviewed through conversation, conferences, analysis of reports and evaluation of results achieved.	
VI. Performs related duties as required.	
VII. Reports to and serves at the pleasure of the Board of Commissioners.	

VIII. Prepares agenda and attends all meetings of the Board of Commissioners to advise, counsel and present pertinent data or information to aid in initiating and establishing policy and making decisions to guide management.

IX. Develops and oversees preparation of internal and external Board communications effectively communicating Board policy.

X. Represents the Board of Commissioners, at their request, with local, state and federal governmental units on issues affecting Genesee County and works on other intergovernmental relations matters as directed.

XI. Initiates internal and external studies to improve the administrative organization and procedures in order to contain or reduce costs and make effective use of County resources.

XII. Develops and recommends long-range plans for the county to address a wide variety of municipal needs that ensures and improves the efficiencies and effectiveness of County government with a focus towards improving financial stability.

XIII. Reviews, researches and evaluates all matters, including proposed resolutions, legislation, actions, policies, etc, requiring Board attention or action and presents findings and recommendations to the Board.

XIV. Develops recommendations for new programs, revisions and policy modifications for consideration by Board of Commissioners.

XV. Coordinates and directs, on behalf of the Board, the annual budget process and presentation, as defined in the Board of Commissioner's Bylaws, with the appropriate committees and the Chief Financial Officer.

XVI. Represents the interests of the County and serves as an advocate for local government.

XVII. Shall be responsible for reviewing, disciplining and discharging Board appointed officials as directed by the Board of Commissioners.

XVIII. Consults with and directs administrative staff and department heads in carrying out Board of Commissioner's policy and meeting program objectives.

XIX. Serves the Board as its agent in administrative matters.

XX. Administers media/public communications program; prepares press releases; develops and maintains positive media relations with print and broadcast media.

XXI. Performs special assignments as directed by the Board of Commissioners.

XXII. Consistently upholds and practices high standards of professional conduct, including: integrity, good judgment, confidentiality, fair and respectful treatment of each County Commissioner and others, high ethical standards, and possesses the acumen appropriate for a high-level role in a diverse political environment.

SCORING RESULTS

GRAND TOTAL EVALUATION POINTS POSSIBLE: 44

GRAND TOTAL EVALUATION POINTS EARNED: #

PERCENTAGE OF POINTS POSSIBLE ATTAINED: xx%

**OVERALL NARRATIVE COMMENTS AND
FEEDBACK** (place comments below)



Evaluation Submitted By:
Date Submitted:

Evaluation Scoring

Performance Meets Expectations (1 Point)	Performance Below Expectations (0 Points)	Below Expectations and Requires Significant Improvement (0 Points)

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Narrative Feedback/Comments

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Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2588

Agenda Date: 10/22/2025

Agenda #: 14.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

WHEREAS, this Board of County Commissioners of Genesee County, Michigan ("Board"), has adopted an Annual Evaluation of Direct Reports Policy ("Evaluation Policy"); and

WHEREAS, this Board wishes to implement said Evaluation Policy for its direct report position of Corporation Counsel.

NOW, THEREFORE, BE IT RESOLVED, that this Board authorizes adopting the attached Evaluation Instrument for the position of Corporation Counsel for the 2025 annual evaluation to be conducted in accordance with the process and timeline established by Resolution 2025-2586.

Attachment

EVALUATION INSTRUMENT

Position: Corporation Counsel - Genesee County

Duties/Responsibilities	Performance Exceeds Expectations (2 Points)
I. Under general direction of the Board of County Commissioners and daily supervision of the Director of Administration, oversees and manages all civil legal affairs of the County, its departments, agencies, committees, and all elected and appointed officials.	
II. Negotiates, drafts, and reviews all legal contracts, leases, and miscellaneous documents.	
III. Researches and issues formal opinions on legal matters.	
IV. Drafts county ordinances, various rules and regulations, and policies.	
V. Performs related work as requested and required by law.	
VI. Provides legal advice with respect to civil matters to the Board of County Commissioners, county departments, agencies, committees, and all elected officials.	
VII. Identifies, develops, recommends, and interprets, for the Board of County Commissioners, policies, and procedures to reduce the County's legal liability.	

VIII. Drafts legal opinions, research and analyzes legal issues on behalf of the Board of County Commissioners, departments, agencies, committees, and all elected officials.

IX. Assists with development of policies for all county departments, agencies, committees, and all elected officials.

X. Coordinates outside legal representation and/or represents the County directly in civil and regulatory proceedings including reviewing the status of work and authorizing payment of invoices for any legal services rendered by external firms or individuals.

XI. Prepares, or directs the preparation of legal documents, ordinances, resolutions, policies, and contracts.

XII. Provides direct supervision for subordinate professional and support staff in accordance with established County policies and procedures including oversight of hiring, termination, providing appropriate training, policy and procedure administration, review and evaluation of work product and performance, and administering disciplinary actions.

XIII. Directly responsible for administering the approved annual budget, budget amendment requests, and annual budget preparation.

XIV. Demonstrates knowledge of federal, state, and relevant local statutes, rules, regulations, and case law governing the rights and obligations of local government.

XV. Demonstrates the ability to interact appropriately and effectively with County elected officials, departments, agencies, committees, officers of the court, and members of the public from widely diverse social and cultural backgrounds.

XVI. Demonstrates the ability to work independently, collaboratively, and respectfully in a complex, multicultural work environment that values diversity, equity, and inclusion.

XVII. Negotiates, drafts, and reviews contracts, leases and miscellaneous legal documents for the county, its departments, agencies, committees, and all elected and appointed officials to protect the County's prerogatives and to insure legality of such documents.

XVIII. Consistently upholds and practices high standards of professional conduct, including: integrity, good judgment, confidentiality, fair and respectful treatment of each County Commissioner and others, high ethical standards, and possesses the acumen appropriate for a high-level role in a diverse political environment.

SCORING RESULTS

GRAND TOTAL EVALUATION POINTS POSSIBLE: 36

GRAND TOTAL EVALUATION POINTS EARNED: #

PERCENTAGE OF POINTS POSSIBLE ATTAINED: xx%

OVERALL NARRATIVE COMMENTS AND FEEDBACK (place comments below)

Evaluation submitted by:

Date submitted:

Evaluation Scoring

Performance Meets Expectations (1 Point)	Performance is Below Expectations (0 Points)	Performance is Both Below Expectations and Requires Significant Improvement (0 Points)

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Narrative Comments

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