



GENESEE COUNTY  
— MICHIGAN —

## Genesee County Human Services Committee Agenda

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Wednesday, December 4, 2024      5:30 PM      Harris Auditorium, 1101 Beach St.

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- I.    **CALL TO ORDER**
- II.   **ROLL CALL**
- III.   **APPROVAL OF MINUTES**

[RES-2024-1534](#) Approval of Meeting Minutes - November 13, 2024

- IV.   **PUBLIC COMMENT TO COMMITTEE**
- V.   **COMMUNICATIONS**
- VI.   **OLD BUSINESS**
- VII.   **NEW BUSINESS**

- 1.   [RES-2024-1407](#) Approval of an agreement between Genesee County and Valley Area Agency on Aging, in the amount of \$852,936.00, to provide for home delivered meals for seniors; the term of this agreement is from October 1, 2024 through September 30, 2025
- 2.   [RES-2024-1408](#) Approval of an agreement between Genesee County and Valley Area Agency on Aging, allowing for a decrease in funding as the result of grant changes
- 3.   [RES-2024-1430](#) Approval of an agreement between Genesee County and Voices for Children, in the amount of \$29,194.00, to provide Community Consortium facilitation; the term of this agreement is from January 1, 2025 through December 31, 2025; the cost of this agreement is fully grant funded

4. [\*\*RES-2024-1493\*\*](#) Approval of annual funding from the Michigan Department of Health and Human Services (MDHHS) for various local public health programs in the total amount of \$427,340.00
5. [\*\*RES-2024-1495\*\*](#) Approval to accept annual funding for Local Health Department Cooperative Agreement (CO) 2025 from the Michigan Department of Health and Human Services, in the amount of \$9,247,576.00, for various local public health programs
6. [\*\*RES-2024-1496\*\*](#) Approval of a Letter of Agreement (LOA) between the Genesee County and Region 10 Prepaid Inpatient Health Plan (PIHP), in the amount of \$34,108.42, to implement tobacco compliance services utilizing Designated Youth Tobacco Use Representatives; the budget for this agreement is attached
7. [\*\*RES-2024-1498\*\*](#) Approval of an agreement between Genesee County and Mott Children's Health Center, in the amount of \$66,511.00, to provide for the Kindergarten Oral Health Assessment (KOHA) Program; the costs for this agreement is fully grant funded, will be paid from account 2211-607.02-801.000
8. [\*\*RES-2024-1503\*\*](#) Approval of an agreement between Genesee County and Saginaw County Community Action Committee to establish Genesee County as the lead agent to order, warehouse, allocate, and deliver USDA Foods
9. [\*\*RES-2024-1521\*\*](#) Approval of an agreement between Genesee County and Genesee Health Plan, in an amount not to exceed \$5,000,000.00, to provide health care services to uninsured Genesee County residents; this is a millage funded agreement

**VIII. OTHER BUSINESS****IX. ADJOURNMENT**



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

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**File #:** RES-2024-1534

**Agenda Date:** 12/4/2024

**Agenda #:**

Approval of Meeting Minutes - November 13, 2024



**Genesee County  
Human Services Committee  
Meeting Minutes**

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**Wednesday, November 13, 2024**

**5:30 PM**

**1101 Beach St., Room 301**

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**I. CALL TO ORDER**

Commissioner Ellenburg called the meeting to order at 6:48 PM.

**II. ROLL CALL**

**Present:** Charles Winfrey, Shaun Shumaker, Delrico J. Loyd, Ellen Ellenburg, Beverly Brown, Dale K. Weighill, James Avery and Martin L. Cousineau

**Absent:** Michelle Davis

**III. APPROVAL OF MINUTES**

**RES-2024-1424** Approval of Meeting Minutes - October 16, 2024

**RESULT:** APPROVED  
**MOVED:** Beverly Brown  
**SECONDER:** Ellen Ellenburg

**Aye:** Chairperson Winfrey, Vice Chair Shumaker, Commissioner Loyd, Commissioner Ellenburg, Commissioner Brown, Commissioner Weighill, Commissioner Avery and Commissioner Cousineau

**Absent:** Commissioner Davis

**IV. PUBLIC COMMENT TO COMMITTEE**

**V. COMMUNICATIONS**

**VI. OLD BUSINESS**

**VII. NEW BUSINESS**

1. **RES-2024-1321** Approval of a request to increase a purchase order to Abbott Laboratories for the fiscal year ending 2025, in the amount of \$9,000.00 for a revised total of \$156,000.00, to provide for additional infant supplies; the cost of this increase will be paid from account 2801-698.06-763.000

**RESULT:** REFERRED  
**MOVER:** Dale K. Weighill  
**SECONDER:** Ellen Ellenburg

**Aye:** Chairperson Winfrey, Vice Chair Shumaker, Commissioner Loyd, Commissioner Ellenburg, Commissioner Brown, Commissioner Weighill, Commissioner Avery and Commissioner Cousineau

**Absent:** Commissioner Davis

2. **RES-2024-1322** Approval of an agreement between Genesee County and the Genesee Intermediate School District, in the amount of \$598,356.00, for the Great Start Readiness Program; the term of this agreement is October 1, 2024 through September 30, 2025; the cost of this agreement is fully grant funded and recorded in account 2727-698.01-558.000

**RESULT:** REFERRED  
**MOVER:** Beverly Brown  
**SECONDER:** Ellen Ellenburg

**Aye:** Chairperson Winfrey, Vice Chair Shumaker, Commissioner Loyd, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery and Commissioner Cousineau

**Absent:** Commissioner Davis

**Abstain:** Commissioner Weighill

3. **RES-2024-1330** Approval of an agreement between Genesee County and Global Clinical LLC, in the amount of \$119,690.00, to provide behavioral health services for Genesee County's Healthy Start Initiative; the term of this agreement is November 1, 2024 through October 31, 2025; the cost of this agreement is fully grant funded and will be paid from 2211-607.01-801.000

**RESULT:** REFERRED  
**MOVER:** Shaun Shumaker  
**SECONDER:** Beverly Brown

**Aye:** Chairperson Winfrey, Vice Chair Shumaker, Commissioner Loyd, Commissioner Ellenburg, Commissioner Brown, Commissioner Weighill, Commissioner Avery and Commissioner Cousineau

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	<b>Absent:</b> Commissioner Davis
4. <u>RES-2024-1385</u>	Approval of the Genesee County Health Department Plan of Organization
	<b>RESULT:</b> REFERRED
	<b>MOVER:</b> Beverly Brown
	<b>SECONDER:</b> Shaun Shumaker
	<b>Aye:</b> Chairperson Winfrey, Vice Chair Shumaker, Commissioner Loyd, Commissioner Ellenburg, Commissioner Brown, Commissioner Weighill, Commissioner Avery and Commissioner Cousineau
	<b>Absent:</b> Commissioner Davis
5. <u>RES-2024-1391</u>	Approval of modification #3 of an agreement between Genesee County and the Oakland Livingston Human Services Agency, in the amount of \$12,123,967.00, to provide staffing for Genesee County's Head Start Program; the term of this amendment is from October 1, 2024 through September 30, 2025; the cost of this agreement is fully grant funded
	<b>RESULT:</b> REFERRED
	<b>MOVER:</b> James Avery
	<b>SECONDER:</b> Shaun Shumaker
	<b>Aye:</b> Chairperson Winfrey, Vice Chair Shumaker, Commissioner Loyd, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery and Commissioner Cousineau
	<b>Absent:</b> Commissioner Davis
	<b>Abstain:</b> Commissioner Weighill

**VIII. OTHER BUSINESS****IX. ADJOURNMENT**

The meeting was adjourned at 7:01 PM.



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

**File #:** RES-2024-1407

**Agenda Date:** 12/4/2024

**Agenda #:** 1.

**To:** Charles Winfrey, Human Services Committee Chairperson

**From:** Pamela Coleman, GCCARD Director

**RE:** Approval to accept and expend a contract between the Valley Area Agency on Aging and the Genesee County Community Action Resource Department for Fiscal Year 2025

### **BOARD ACTION REQUESTED:**

The Genesee County Community Action Resource Department (GCCARD) requests authorization to accept and expend the 2025 Fiscal Year (FY) contract between the Valley Area Agency on Aging (VAAA) and the GCCARD Nutrition Services program, with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

### **BACKGROUND:**

GCCARD Nutrition Services has received the FY25 contract from VAAA, through the Aging and Adult Services Agency (AASA), to service eligible Genesee County seniors (65+) through the Home Delivered Program and the Congregate Meal Program for the period of, October 1, 2024, through September 30, 2025.

### **DISCUSSION:**

Funds provided to GCCARD by VAAA, through AASA, shall be used for the purpose of providing Home Delivered Meals to homebound seniors and connect seniors residing in senior living complexes or senior centers to social and rehabilitative services through the Congregate Meal Program. The funding for this year is \$715,232 for Home Delivered Meals and \$137,704 for the Congregate Meal Program. This funds the VAAA portion of the Senior Nutrition Program at a total of \$852,936 with supplemental funding provided by the Genesee County Senior Millage.

### **IMPACT ON HUMAN RESOURCES:**

There will be no impact on Human Resources.

### **IMPACT ON BUDGET:**

Funds are to be deposited as follows: \$715,232 into fund number 2731-697.15-634.009 for Home Delivered Meals, and \$137,704 into fund number 2731-697.16-634.009 for Congregate Meals.

### **IMPACT ON FACILITIES:**

There will be no impact on Facilities and Operations.

### **IMPACT ON TECHNOLOGY:**

There will be no impact on Information Technology.

**CONFORMITY TO COUNTY PRIORITIES:**

This memorandum conforms to Genesee County's priority of Healthy, Livable & Safe Communities as GCCARD partners with senior centers and living communities to provide nutritious meals and connect seniors to local resources while we strive for Community Growth with our longstanding collaborative relationship with VAAA.

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 the Genesee County Community Action Resource Department (GCCARD) to authorize accepting the FY25 contract between Genesee County and the Valley Area Agency on Aging (VAAA) to fund the Home Delivered Meals and Congregate Meals programs in the amount of \$852,936.00 from VAAA and the Bureau of Aging, Community Living, and Supports (ACLS BUREAU), for the period commencing October 1, 2024, through September 30, 2025, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the December 4, 2024 meeting of the Human Services Committee of this Board), the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

SIGNATURE PAGE  
for

**OLDER AMERICANS ACT CONTRACT**  
Between

**VALLEY AREA AGENCY ON AGING**  
And

AGENCY NAME:

**Genesee County Community Action Resource  
Department**

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This Older Americans Act Contract covers fiscal year 2025. This contract covers the period of October 1, 2024 through September 30, 2025.

This Older Americans Act Contract becomes valid upon approval by the VALLEY AREA AGENCY ON AGING PRESIDENT/CEO.

This Older Americans Act Contract Signature Page **MUST** be filled and signed by the AUTHORIZED AGENCY REPRESENTATIVE and the VAAA PRESIDENT/CEO.

**The Signatories below acknowledge that they have reviewed the entire contract including all budgets, assurances and appendices/addendums which may apply and that the Signatories commit to all provisions and requirements as outlined in the contract.**

**Signature Section:**

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Authorized Signature Contracting Agency

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Date

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Title

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VAAA President/CEO

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Date

**OLDER AMERICANS ACT CONTRACT DOCUMENTS REFERENCED BY THE SIGNATURE PAGE**

**Acceptance Signatures**

- Notification of Contract Award; page 2
- Contract; page 17

**Assurances**

- Civil Rights Act of 1964; page 18

**Addendums:**

- Addendum A – Business Associate Agreement; page 21

# VALLEY AREA AGENCY ON AGING

## NOTIFICATION OF CONTRACT AWARD

**\$ 852,936**

### TYPE OF CONTRACT OR ACTION

- New
- Renewal
- Revision/Supplement to contract
- Reinstatement of suspended project
- Reinstatement of terminated project
- Not Applicable

### FISCAL YEAR FROM WHICH FUNDS AWARDED

FY 2025

### SUBCONTRACTOR

NAME: Genesee County Community Action Resource Department  
 ADDRESS: 2727 Lippincott Blvd.  
Flint MI 48507  
 PHONE: (810) 235-3567

SERVICE AREA  Genesee County  Lapeer County  Shiawassee County

## PROJECT IDENTIFICATION NUMBER

**GCCARD - 2025**

### PROJECT YEAR OF THIS CONTRACT

FY - 2025

### INCORPORATION STATUS

Public

TAX ID # 38-6004849

### APPROVED PROJECT PERIOD

FROM: 10/1/2024 TO: 9/30/2025

### SUBGRANTEE

NAME: Valley Area Agency on Aging  
 ADDRESS: 225 E Fifth Street, Suite 200  
Flint MI 48502  
 PHONE: (810) 239-7671

### CONTRACT SUMMARY

	Service Category	Amount	Clients	Units
1	Congregate Meals (includes <i>estimated</i> NSIP)	\$137,704	482	17,631
2	Home Delivered Meals (includes <i>estimated</i> NSIP)	\$715,232	786	114,437

### COMPUTATION OF CONTRACT

Services		Congregate Meals	Home Delivered Meals		
VAAA Share		\$137,704	\$715,232		
NSIP ( <i>estimated</i> )					
Required Local Match	Cash	60,108	16,258		
	In-Kind	34,426	178,808		
Estimated Program Income					
Total		\$232,238	\$910,298		
Other Resources		0	0		

IN ADDITION TO THE CONDITIONS CONTAINED ON THE FIRST PAGE OF THIS AGREEMENT,  
 FOLLOWING CONDITIONS SHALL APPLY TO THIS CONTRACT:

1. Unless revised, the amount in "VAAA Share", "COMPUTATION OF CONTRACT," will constitute a ceiling for the Area Agency on Aging participation in the approved cost.
2. The AAA share of APPROVED COST is earned only when the cost is accrued and the non-federal share of the cost has been contributed. The receipt of AAA funds (either through advance or reimbursement) does not constitute earning of these funds.

3. If the actual cost is less than the amount in "Total," "COMPUTATION OF CONTRACT," the AAA and non-federal shares will be:

AAA Federal/State: 80% Local: 20%

4. Assuming satisfactory progress, adequate justification, and the availability of funds, the AAA share will meet:

\$ 852,936

5. Funds herein awarded will remain available during the length of the project period unless State/Federal funding to AAA is modified.

6. Other conditions: **Program Income must be used to supplement the nutrition programs. GCCARD shall report all program income to VAAA and how the income was used to Supplement the nutrition programs.**

# VALLEY AREA AGENCY ON AGING

## CONTRACT

THIS CONTRACT, entered into on this 1<sup>st</sup> day of October, 2024 by the **Valley Area Agency on Aging** (herein after referred to as “VAAA”, located in Flint Michigan

And

### **Genesee County Community Resource Department**

(hereinafter referred to as “SUBCONTRACTOR”)

STATES AND WITNESSES THAT:

WHEREAS, VAAA has entered into a contract with the Bureau of Aging, Community Living, and Supports(ACLS BUREAU) of the State of Michigan for a grant for the planning and development of regional services to the aging within the counties of Genesee, Lapeer and Shiawassee, pursuant to Title III of the Older Americans Act of 1965, and Amendments of 1970, 1973, 1975 and 1978; and

WHEREAS, VAAA has accepted the Application for Project Contract Subcontractor to provide services to the aging in the target area(s) of:

GCCARD -2025 Submitted by the  
Genesee, Lapeer & Shiawassee County.

NOW, THEREFORE, the parties hereto mutually agree as follows:

### **1. SCOPE OF SERVICES**

Subcontractor agrees to perform in a manner satisfactory to the Valley Area Agency on Aging those services set forth in, including client eligibility, and abide by the specifications of, the Operational Guidelines & Standards. (Attachment A).

The Subcontractor will serve a minimum of:

<i>Service</i>	<i>Unduplicated Clients</i>	<i>Units of Service</i>
Congregate Meals	482	17,631
Home Delivered Meals	786	114,437

<i>Service</i>	<i>Low-Income Seniors</i>	<i>Minority Seniors</i>	<i>Frail/Disabled Seniors</i>
Congregate Meals	80	101	160
Home Delivered Meals	130	165	261

### **2. TIME OF PERFORMANCE**

A Subcontractor agrees to begin provision of services on 10/01/2024 and to continue to provide services until 09/30/2025.

B The Project Period for which the Subcontractor shall be eligible to receive funds from VAAA is from 10/01/2024 to 09/30/2025.

### **3. PROBATION, SUSPENSION, OR TERMINATION**

#### **A Probation**

1 When a subcontractor has failed to comply with the terms of a contract, VAAA may place the subcontractor operations on probation, in whole or in part.

- 2 VAAA may commence probation upon the Subcontractor's receipt of written notice of violations cited by VAAA.
- 3 The notice of probation shall contain reasons for probation, any corrective action required of the Subcontractor, the effective date, and must note the right of the Subcontractor to appeal the decision.
- 4 During the probationary period, the Subcontractor will receive reimbursement for expenses incurred as part of the contract.
- 5 If, during the probationary time frame, the Subcontractor does not comply with the corrective actions, suspension or termination may be elected.

## B Contract Suspension

- 1 When a Subcontractor has failed to comply with the terms of the contract, VAAA may suspend support for the Subcontractor operations, in whole or in part. Support for any part shall automatically be terminated when it has been suspended for more than ninety (90) days.
- 2 To suspend Subcontractor operations, VAAA must notify the Subcontractor in writing of the action being taken, the reason(s) for such action, the effective date, and the conditions of the suspension. This notice must be given at least ten (10) days prior to the effective date of the suspension and must note the right of the subcontractor to appeal such decision.
- 3 Under extreme conditions (danger to older persons or improper use of funds), immediate notice of suspension may be given.
- 4 New obligations incurred by the Subcontractor during the suspension period will not be allowed unless VAAA expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Subcontractor could not reasonably avoid during the suspension period will be allowed if they result from obligations properly incurred by the Subcontractor before the effective date of the suspension and not in anticipation of suspension or termination.
- 5 In suspending contract operations, VAAA shall determine the amount of unearned funds the Subcontractor has on hand, anticipated length of suspension, the extent of operations suspended, and the amount of the fund balance on hand to determine whether VAAA should require the balance to be returned.
- 6 VAAA may reinstate the suspended contract operations if it determines conditions warrant such action. Such reinstatement shall be made by issuance of a new statement of award.
- 7 VAAA financial participation in reinstated contract operations may resume immediately upon reinstatement, but not for any costs incurred for those contract operations while they were suspended. The obligational authority unearned at the time of suspension may again become available for earning at previously-established matching ratio, unless VAAA reduces the amount of the contract.

## C Contract Termination

- 1 For adequate cause, VAAA may terminate support for a contract prior to the end of an approved Project Period. Examples of cause for which the area agency may wish to terminate support are:
  - a. Availability of funds;
  - b. Subcontractor violates conditions under which the contract was approved;
  - c. Program performance is inadequate, as documented through the monitoring of visits;
  - d. Other resources are unavailable;
  - e. Assessment findings are inadequate for two (2) semi-annual assessments; and

- f. Suspension for more than three (3) consecutive months.
- 2 To terminate funding of a contract, VAAA must notify the Subcontractor in writing at least thirty (30) days prior to the effective date of termination and the reasons for such action. This notice must specify any reports to be completed, the right of the Subcontractor to appeal, and the procedures to be followed for the appeal.
- 3 Under extreme conditions, immediate termination may be completed (e.g., gross negligence, misappropriation of funds, etc., are considered extreme conditions.)
- 4 When financial support of a contract terminates on completion of the approved project period or earlier, the Subcontractor shall complete and submit a final project and financial report to VAAA by the date established by VAAA pursuant to the Subcontractor.
- 5 When a contract is terminated or completed, equipment and supplies purchased with budget funds must be disposed of, in accordance with procedures prescribed by 45 CFT, Part 74, Subpart O (74.139). Any funds realized from the sale of such equipment or supplies is an adjustment to the projected cost.
- 6 The Subcontractor may terminate the contract upon thirty (30) days written notice to VAAA at any time prior to the completion of the contract for adequate cause.
  - a. When the contract is concluded or terminated, the Subcontractor shall provide VAAA, within thirty (30) days after the conclusion or termination, with all financial, performance, and other reports required as a condition of the contract. VAAA shall make payments to the Subcontractor for allowable reimbursable costs not covered by the previous payments. The Subcontractor shall immediately refund to VAAA any payments or funds advanced to the Subcontractor in excess of allowable reimbursable expenditures.
  - b. The Subcontractor shall notify VAAA in writing if its intent to pursue a claim against VAAA for breach of any terms of the contract. No suit may be commenced by the Subcontractor for breach of the contract prior to the expiration of sixty (60) days from the date of such notification. Within this sixty (60) day period, the Subcontractor, at the request of VAAA, must meet with the Director of VAAA for the purpose of attempting resolution of the dispute.

#### **D Opportunity for Hearings**

In the event of contract probation, suspension, or termination, the Subcontractor may utilize the VAAA appeal hearing process. If the VAAA appeal hearing process has been completed, with the decision rendered in writing, Subcontractor may appeal the VAAA decision to ACLS BUREAU within thirty (30) days of receiving the written notification.

- 1 **Appeal Procedure.** Any party having the right to appeal shall submit a written request to appeal to the Director, Bureau of Aging, Community Living, and Supports(ACLS BUREAU), within 10 calendar days of receiving the written notice of adverse action by a grantee or arbitration. An appellant who receives an adverse ruling by an area agency policy board may appeal to arbitration or appeal directly to the state commission. Such appeal applications must certify that the appealing body has the endorsement of the governing body of the officially recognized entity. Included in the request will be a statement of the basis of the appeal in sufficient detail to permit an appropriate analysis. Failure to submit sufficient and relevant information or data could result in a decision by the Commission which is adverse to the appellant. The Director of ACLS BUREAU may recommend denial of a request under any of the following circumstances:
  - a. The request was not submitted within the time allowed.
  - b. The request was withdrawn by the appellant through written notice.
  - c. The Bureau of Aging, Community Living, and Supports(ACLS BUREAU) has determined that it lacks jurisdiction over the issue.
  - d. The appellant does not have the right to appeal.

Written notice shall be given to the appellant, by the Director of ACLS BUREAU, stating the reasons for denial

of the request, within 14 calendar days of the receipt of the appeal.

- 2 Upon receiving a recommendation from the Director to grant an appeal hearing, the Chairperson of the Michigan Commission on Services to the Aging shall appoint a panel to hear the appeal. The panel shall consist of no less than three (3) and no more than five (5) members. Panel members shall be selected from one or a combination of the following categories [see Rule 309(5)].
  - a. Commission members who are disinterested parties.
  - b. State Advisory Council members who are disinterested parties as defined in the Older Americans Act, P.A. 180, Section 4(2).
- 3 A hearing shall be scheduled no later than 30 calendar days after the request was received by the Bureau of Aging, Community Living, and Supports(ACLS BUREAU). A notice of hearing shall be mailed to the parties not less than 14 calendar days before the hearing date. This notice shall include:
  - a. Date, time and place of hearing.
  - b. Statement of issue being heard.
  - c. Request for submission of relevant information deemed necessary by the Commission.
  - d. Rules of conduct for the hearing.
  - e. Rights of the party.
- 4 The Michigan Commission on Services to the Aging may dismiss an appeal under any of the following circumstances:
  - a. The request is withdrawn by the appellant through written notice before a final decision is issued.
  - b. The appellant fails to appear, or to be represented, at the scheduled hearing without a request for delay or postponement.

Written notice will be given by the Director to the appellant stating the reasons for dismissal.

- 5 During the hearing procedures, the parties shall be given an opportunity to present oral and written arguments on pertinent issues, to bring witnesses, to present evidence, and to question any testimony or evidence including cross-examination of witnesses.
- 6 Upon completion of the hearing, the Hearings Panel will develop a written finding of facts and recommendations to be presented to the Michigan Commission on Services to the Aging (MCSA) at its next regularly-scheduled meeting. The MCSA will make the final decision regarding the appeal. A decision will be rendered within 60 days of completion of the hearing.
- 7 Written notice of the decision will be provided to all parties, by the Director, within seven (7) calendar days of Commission action regarding the decision.
- 8 Decisions made by the Commission on Services to the Aging, in accordance with this procedure, shall be the final agency decision.
- 9 Appeals Beyond Commission Action. The appellant may elect to file suit in a Circuit Court if the requested relief has not been granted through the above administrative appeal process [Rule 615(b).]

#### **4. CONTRACT AMENDMENTS**

- A This contract contains all terms and conditions agreed upon by the parties; no other understanding, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or bind any of the parties hereto.
- B Material changes which substantially affect the character of this contract shall be subject to approval of the Valley Area Agency on Aging. Such substantive changes shall include:

- 1 Significant changes in the project objectives, including projections of clients or units;
- 2 Any addition of a new service category or deletion of an existing service category;
- 3 A change in the cost-sharing ratio or a change in the type of match;
- 4 A change in the project period and budget year dates;
- 5 A budget transfer of more than twenty (20) percent or \$1,000, whichever is greater, from any single approved service category;
- 6 Supplemental awards; and/or
- 7 Other changes, as specified by VAAA policy.

C If, for any cause, alterations or changes take place in the rules, regulations, laws, or policies to which VAAA must comply, or if there is any termination or reduction in the allocation funds provided to VAAA, the VAAA shall have the right to terminate or reduce the amount paid to the Subcontractor. Termination or reduction in the amount to be paid shall take effect immediately upon receipt of written notice to the Subcontractor, unless a different effective date is specified in the notice. A copy of policy, law, rule and regulation changes shall be provided to the Subcontractor upon request.

D Minor administration revisions made for the purpose of facilitating implementation of the project shall not require approval of the VAAA; however, Subcontractor agrees to submit such proposed revisions to VAAA with necessary justification and documentation. Requests for budget line item transfers within a service category, or a budget transfer of less than twenty (20) percent, or \$1,000, whichever is greater, in a service category should be viewed as administrative revisions, and VAAA shall be notified.

## **5. REPORTS AND INFORMATION**

A Fiscal Records. Subcontractor agrees to keep all necessary accounting records, journals, lodgers, etc., as may be required for the accurate accounting of all monies received and disbursed by it, as well as all matching local and in-kind funds received by it. It is understood and agreed by the Subcontractor that these records may be inspected and audited at any time VAAA deems necessary, in accordance with federal laws and regulations.

B Program Records. Subcontractor agrees to keep accurate records of all services performed in accordance with the requirements of VAAA and to use such forms and systems as VAAA may specify for the accurate and efficient performance and accounting of services and the assimilation of essential data and to make available to VAAA such records and reports as may be required by VAAA.

C Examination and Maintenance of Records. The Subcontractor shall permit VAAA, ACLS BUREAU, AoA, the Department of Health and Human Services, the Comptroller General of the United States, or any of their authorized agents access to any books, documents, papers or other records of the Subcontractor which are pertinent to the contract, in order to make audit examination, excerpts or transcripts so long as such is in conformity with the Privacy Act of 1974.

- 1 Access shall also be granted to the facilities being utilized at any reasonable time to observe the operation of the program. The Subcontractor shall retain all books, records, or other documents relevant to the contract for three (3) years after final payment, at Subcontractor's cost, and federal auditors and any persons duly authorized by VAAA shall have full access to and the right to examine and audit any of the material during this period. If an audit is initiated prior to the expiration of the three (3) year period and extends past that period, all documents shall be maintained until the audit is completed. VAAA shall provide findings and recommendations of audits to the Subcontractor.

2 VAAA shall adjust future payments or final payment if the findings of the audit indicate overpayment to the Subcontractor in the period prior to the audit. If payments are due and owing VAAA, the Subcontractor shall immediately refund all amounts which may be due VAAA. If a contract is terminated, and after final payment and audit, the Subcontractor received overpayment, the Subcontractor shall immediately refund all amounts due VAAA.

D Subcontractor agrees to deliver to VAAA reports which shall include, but not be limited to:

- 1 A project **monthly report**, completed and delivered to VAAA staff by the tenth (10<sup>th</sup>) calendar day of each month, which shall contain output measure data and other monthly information requested for the preceding calendar month. The specific information to be given and format to be used shall be determined by VAAA staff. VAAA staff shall have the right to modify the specific information requirements and/or format as long as such modifications are reasonably within the scope of the project and the contracted cost base and as long as the Subcontractor is notified one (1) month in advance of the due date of the reports.
- 2 A project **quarterly report**, completed and delivered to VAAA staff within ten (10) days following the last day of each quarter. The specific information to be given and format to be used shall be determined by VAAA staff. VAAA staff shall have the right to modify the specific information requirements and/or format as long as such modifications are reasonably within the scope of the project and the contracted cost base and as long as the Subcontractor is notified one (1) month in advance of the due date of the reports.
- 3 A **cash request**, constructed and delivered to VAAA staff by the tenth (10<sup>th</sup>) calendar day of each month.
- 4 A quarterly **financial report**, constructed and delivered to VAAA staff by the tenth (10<sup>th</sup>) calendar day following the last day of each quarter.
- 5 The following information, at a minimum, shall be available for the assessment reports prepared by VAAA staff:
  - a. A description of significant project activities, problems and results during the preceding quarter.
  - b. A description of the extent of the involvement of senior citizens in the administration and operation of the project and efforts undertaken to promote the project and increase senior citizen participation.
  - c. A description of any significant changes in the Subcontractor's organization, operating procedures, or coordination with other agencies that resulted from the project.
  - d. A statistical description of participation/beneficiary characteristics, including age, sex and race.
- 6 Any additional reports as deemed necessary by VAAA shall be made and submitted by Subcontractor upon request.

## **6. CONFIDENTIALITY**

- A The use or disclosure of information concerning services, applicants, or recipients obtained in connection with the performance of this contract shall be restricted to purposes directly connected with the program implemented by this contract, as required by 1321.19(1) of the Privacy Act of 1974. The Subcontractor shall report client information to VAAA, and VAAA shall have access to the files, as necessary, to monitor and administer programs so long as access is in conformity with the Privacy Act of 1974.
- B Information about or obtained from an individual and in possession of the Subcontractor providing services to such an individual shall not be disclosed without the individual's informed written consent. Referrals to other agencies providing services must also have the individual's informed written consent.

## **7. WORKER'S COMPENSATION INSURANCE**

A The Subcontractor will provide worker's compensation insurance where the same is required, and shall accept full responsibility for payment of unemployment compensation premiums for worker's compensation and social security, as well as all income tax deductions and any other taxes on payroll deductions required by law for the employees who are performing services specified by this Agreement.

## **8. INSURANCE COVERAGE**

A Each program shall have sufficient insurance to indemnify loss of federal, state, and local resources due to casualty, fraud or employee theft. All buildings, equipment, supplies, and other property purchased in whole or in part with funds awarded by the Older Americans Act are to be covered with sufficient insurance to reimburse the program for the fair market value of the asset at the time of loss. The Subcontractor shall list VAAA to receive the certificate of insurance showing the limits of liability, policy dates and insurance carriers and any coverage changes directly from the insurance company. Please note: Failure to provide certificate will result in a reduction in payment to reimburse VAAA for General Liability and Worker's Compensation premiums. Failure to maintain continual insurance coverage for the term of the contract may be grounds for immediate termination of the contract.

The following insurances are REQUIRED:

- a. Worker's compensation
- b. Fidelity bonding (for persons handling cash)
- c. Auto Liability Insurance (for agency owned vehicles or those persons who use privately owned vehicles for agency business)
- d. Insurance to protect the contracted service provider from claims against or contracted service provider drivers and/or passengers,
- e. Public Officials Self-Insured Retention (minimum coverage amount: \$350,000 required with VAAA listed to receive insurance certificate and coverage changes directly from the insurance company)
- f. Personal Liability Insurance
- g. General liability VAAA listed to receive insurance certificate and coverage changes directly from the insurance company)

The following insurances are recommended for each contracted service provider:

- Insurance for Board members and officers,
- Umbrella liability; and
- Special multi-peril.

Subcontractors utilizing assignees or subcontractors to perform work must first obtain prior written approval from VAAA as required by Section 16(J) of this Agreement. Additional insurance waivers are needed if Subcontractor utilizes assignees or subcontractors. Subcontractors must ensure that assignees or subcontractors have the appropriate licensures, insurances and/or certificates. Failure to comply with any of these provisions may result in the termination of the contract.

## **9. ARBITRATION**

A Covered Claims/Exclusive Procedure. Any and all disputes, controversies or claims arising out of or in connection with or relating to this Agreement or any breach or alleged breach thereof, and any claim that VAAA or SUBCONTRACTOR violated any state or federal statute, Michigan common law doctrine, or committed any tort with respect to this Agreement, shall be made in writing and mailed to the VAAA or SUBCONTRACTOR. However, this agreement to arbitrate does not apply to those matters subject to the hearing process outlined in Section 3 of this Agreement.

B Notice. Either party must provide notice to the other party within a reasonable period of time, but in no event

later than six (6) months from the date it should reasonably have been aware of the circumstances giving rise to the dispute, controversy, or claim. If the dispute involves a federal statutory claim, notice shall be given within the applicable statutory period of limitations. Notice shall be sent by certified mail to the address listed for each party on the first page of this Agreement, unless prior notice is provided, in writing, to submit such notices to a different address.

**C Mediation.** After notice to arbitrate is served, the parties agree to meet and make reasonable effort to resolve any such disputes, controversies, or claims informally. Such efforts must include mediation before either party may demand to schedule an arbitration hearing. If, despite reasonable effort by the parties, VAAA or SUBCONTRACTOR are unable to resolve the disputes, controversies, or claims, upon the request of the party involved, they may be submitted to and settled by arbitration in the State of Michigan in accordance with this provision.

**D Representation, Discovery, and Subpoena Rights.** Each party may be represented by an attorney or another representative of their choice. Each party may conduct pre-hearing discovery in the time and manner provided by the then-applicable Michigan Court Rules. Each party may subpoena witnesses and documents relevant to the dispute.

**E Designation of Witnesses.** The parties must exchange lists of witnesses, including any experts, and copies of all exhibits intended to be used at the arbitration hearing at least thirty (30) days before the arbitration hearing, or at a time to which the parties otherwise agree.

**F Procedure.** The parties shall mutually select a neutral arbitrator who is licensed to practice law in the State of Michigan. If the parties cannot reach an agreement, the arbitrator will be selected by the Genesee County Circuit Court. The arbitration hearing shall take place in or near Flint, Michigan. The arbitrator's decision will be final and conclusive. The arbitration will be held in accordance with the procedures adopted by the arbitrator. The arbitrator shall apply any applicable state or federal laws.

The arbitrator shall have no power to add to, subtract from, or alter the policies and procedures of the Employer, or other terms of the employment relationship, and shall render a written decision, within sixty (60) days after the conclusion of the arbitration hearing, setting forth findings of fact and conclusions of law only as to the claims or disputes at issue.

**G Record Of Proceedings; Post-Hearing Brief.** Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of proceedings. Either party, upon request at the close of the hearing, may file a post-hearing brief, with the filing date being set by the arbitrator.

**H Damages, Fees and Costs.** This arbitration procedure does not waive or limit any statutory damages to which a party claims they are entitled. The parties shall share the costs of the arbitrator. Each party will post appropriate security for its portion of the arbitrator's fee, in an amount and manner determined by the arbitrator, ten (10) days before the first day of the hearing. Each party shall pay for its own costs and attorney's fees. However, if any party prevails on a statutory claim that entitles the prevailing party to attorney's fees, the arbitrator may award reasonable fees to the prevailing party.

**I Award.** An arbitrator's award pursuant to this agreement shall be final and conclusive upon the parties. The arbitrator's decision may be confirmed, vacated, or appealed, only as provided in the Michigan Uniform Arbitration Act.

**J Severability.** The invalidity of all or part of any Paragraph or Section of this Agreement shall not invalidate the remainder of this Agreement, or the remainder of any Paragraph or Section not invalidated, unless the elimination of such Paragraph or Section substantially defeats the intent and purpose of the parties.

**K Law of Michigan.** This Agreement shall be governed by and construed under the laws of Michigan.

## **10 EQUIPMENT PURCHASES AND TITLE**

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- A The Subcontractor agrees to conform to applicable provisions of Title III, Part B, of the Older Americans Act and Title 45 of the Code of Federal Regulations, Part 74, Administration of Grants, August 2, 1978 (Subpart O Property) in the acquisition, transfer, replacement, or disposition of real property, equipment, or supplies. Per Title 45 of the Code of Federal Regulations, Part 74, Administration of Grants, August 2, 1978, Subpart O, for items of equipment having a unit acquisition cost of \$1,000 or more, the granting agency shall have the right to require transfer of the equipment (including title) to the federal government. All equipment and literature used for the above funded programs shall be marked "Paid for with funding from Valley Area Agency on Aging (VAAA) and the Offices of Services to the Aging (ACLS BUREAU)".

## **11. LIMITS OF LIABILITY**

- A 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 and management decisions, to be carried out by the Subcontractor in the performance of this Contract, shall be the responsibility of the Subcontractor, and not the responsibility of the VAAA or ACLS BUREAU, if the liability, loss or damage is caused by, or arises out of, the action or failure to act on the part of the Subcontractor or anyone directly or indirectly employed by the Subcontractor, provided, however, that nothing herein shall be construed as a waiver of any governmental immunity by the Subcontractor or its employees as provided by statute or court decisions.
- B All liability of 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 VAAA and ACLS BUREAU in the performance of this Contract shall be the responsibility of the VAAA and ACLS BUREAU and not the responsibility of the Subcontractor if the liability, loss or damage is caused by, or arises out of, the action or failure to act on the part of any VAAA and ACLS BUREAU employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity.
- C In the event that liability to third parties, loss or damage arises as a result of activities conducted jointly by the Subcontractor and the VAAA and ACLS BUREAU in fulfillment of their responsibilities, under this Contract, such liability, loss or damage shall be borne by the Subcontractor and the VAAA and ACLS BUREAU 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 State of Michigan, its agencies, the VAAA and ACLS BUREAU or their employees, or the Subcontractor or its employees as provided by statute or court decisions.

## **12 COMPENSATION AND METHOD OF PAYMENT**

### **A Compensation**

- 1 VAAA agrees to pay the Subcontractor up to the amount of \$ 852,936  
\$ 137,704 (One Hundred Thirty-Seven Thousand Seven Hundred Four Dollars – for Congregate Meals)  
\$ 715,232 (Seven Hundred Fifteen Thousand Two Hundred Thirty-Two Dollars – for Home Delivered Meals)

full and complete compensation, for the Subcontractor's costs and expenses incurred, as applicable, to provision of services under this contract, for the period of 10/01/2024 through 09/30/2025

- 2 Subcontractor agrees that VAAA may initiate fiscal audit and review at the end of the first three (3) month period of the term of this contract and at the end of each subsequent three (3) month period to determine actual project cost and effectiveness of services provided under this contract by Subcontractor. In the event such audit and review indicates irregularities, inequities, or failure to perform in accordance with this contract, this contract will become subject to renegotiation within ten (10) days after completion of audit and review.

- 3 VAAA will have the right to withhold funds or to void this contract in its entirety should Subcontractor be unable or unwilling to correct such irregularities, inequities or performance failures, as revealed by the audit and review upon its giving thirty (30) days written notice of its intention to do so.
- 4 It is further expressly understood and agreed that no sums paid by VAAA to Subcontractor under this contract will be used in any manner or to purchase any services or to satisfy any debts not specifically incurred as a result of services performed under this contract within the period this contract is in effect.
- 5 Donations and other income generated by the delivery of services shall be considered program income. Funds generated under program income are to be retained by the Subcontractor and used in accordance with the additive alternative. Under this alternative, all program income accrued by a Subcontractor is to be used for allowable costs of the project or program through which it was generated to increase or expand the services offered during the contractual period.
- 6 VAAA may suspend or terminate payment, in whole or in part, for cause by giving written notice to Subcontractor by registered mail, return receipt requested, at least ten (10) calendar days in advance of such suspension, specifying the reason or reasons therefore.
  - a. It is further understood and agreed that the Subcontractor shall receive compensation, as herein provided, for all work satisfactorily completed prior to the expiration date of the contract.
  - b. Cause for non-compensation may include any of the following:
    - 1 Ineffective or improper use of funds;
    - 2 Failure to comply with provisions or covenants or obligations of this contract;
    - 3 Submittal of reports to VAAA which are incorrect or incomplete in any material respect or failure to submit timely reports, as required under this contract; or
    - 4 If, for any reason, the carrying out of this contract is rendered improbable or nonfeasible, as determined by VAAA or the Bureau of Aging, Community Living, and Supports(ACLS BUREAU).

#### **B Method of Payment**

- 1 Complete, correct monthly cash request received by VAAA staff by the due date, the Subcontractor will be reimbursed for the amount of monies requested or the number of units served in the program operation during the preceding month. This will be done no later than thirty (30) days after the receipt of reports and sooner, if at all possible. The Valley Area Agency on Aging fiscal year begins October 1st and ends September 30<sup>th</sup>. Therefore, to receive payment for a current year's services, **ALL BILLING MUST BE SUBMITTED BY NOVEMBER 1st FOLLOWING THE END OF THE FISCAL YEAR, NO EXCEPTIONS.**
- 2 Where the Subcontractor has satisfied VAAA staff that it is financially unable to perform its obligations under the contract on a reimbursement basis, VAAA may permit such a Subcontractor to be compensated through the following advance payment method: Within ten (10) days after execution of the contract, the Subcontractor shall submit to VAAA staff a detailed forecast of expenses expected to occur in the first month. After the initial advance, all other payments will be made on reimbursement basis. Every expenditure transacted with said advance funds shall be documented in the same manner as is required by VAAA staff for release or disbursement of reimbursement funds. Such documentation shall be delivered to VAAA staff before any further requisition for advance funds shall be considered.
- 3 No money under this contract shall be disbursed except upon receipt of the monthly cash request and specifications of performance which shall include such information and documentation thereof as VAAA staff shall require and shall specifically satisfy those requirements set out in this contract and with regard to accounting and fiscal matters to the extent they may be applicable.

- 4 VAAA shall make all payments payable to the Subcontractor for deposit only to such bank account as the Subcontractor shall designate to VAAA staff prior to the payment of any sums to the Subcontractor under this contract.
- 5 VAAA shall maintain accurate and current records of the payments made and the sources of such payments.
- 6 The Subcontractor and VAAA shall be responsible for fiscal planning to detect over or underspending for implementation of reprogramming funds. Accurate fiscal reporting should coincide with the budget developed. The budget should be well planned so it can be used as a guide for spending.
- 7 Any funds received in excess of expenditures under the contract must be rebudgeted by the program, with VAAA approval. Such funds may be used either to expand the number of units of service to be provided or to enhance the provider's ability to operate under the contract. Final reimbursement for any fiscal year may be reduced to ensure compliance with this requirement. This provision is to support the intent of the Older Americans Act and the Michigan Nonprofit Corporation Act to have grant funds and program income be used for expansion of service operations. A nonprofit organization may earn profit under such a contract. However, revenue in excess of expenditures must be used by the organization to maintain or expand the service program.
- 8 Reprogramming will be considered by VAAA when underspending is at least ten (10) percent below the planned expenditures for the period.

**C Maximum Compensation**

- 1 It is expressly understood and agreed that in no event will the total amount be paid to Subcontractor by VAAA for all services to be performed under this contract budget exceed the maximum sum of \$ 852,936
- 2 The amount paid to Subcontractor by VAAA shall not exceed eighty percent (80%) of the total contract, which shall not include resources designated in the budget as "Other Resources."

**13 AVAILABILITY OF FUNDS**

VAAA's payment of funds for purposes of this contract is subject to and conditional upon the availability of funds for such purposes, being federal and/or state funds. VAAA may terminate this contract immediately upon written notice to the Subcontractor at any time prior to the completion of the terms of this contract if funding becomes available.

**14 SEVERABILITY OF PROVISIONS**

If any provision of this contract is held invalid, the remainder of this contract shall be unaffected thereby, if such remainder would then continue to conform to the terms and requirements of applicable laws.

**15 NOTICES**

Notices and communications under this contract shall be sent by First Class mail to VAAA, addressed to:

Valley Area Agency on Aging  
225 E Fifth Street, Suite 200  
Flint MI 48502

**16 ASSURANCES**

These assurances are required by the Bureau of Aging, Community Living, and Supports(ACLS BUREAU) to be a part of any and all Area Agency on Aging contracts.

**A Environment**

- 1 Site meets minimum standards of local building, fire and health departments.
- 2 Site is reasonably accessible to public transportation, if available.
- 3 Site is accessible and relatively free of both physical and psychological barriers.
- 4 Site has adequate space and equipment for the proposed program.
- 5 Facility is properly licensed, if a license is required, for the services offered by the site.
- 6 Subcontractor agrees to comply with the intent and purpose of Section 504 of the Rehabilitation Act of 1973 and the Federal Regulations (45CFT, Part 84), issued pursuant thereto. Subcontractor further agrees to comply with the Michigan Commission on Aging barrier-free policies and instructions issued pursuant by ACLS BUREAU.

**B Sponsor Goals**

- 1 The program and activities of the Subcontractor serve to lessen isolation of the elderly and to maintain their independence in the community.
- 2 Subcontractor shall utilize a standard client intake procedure approved by VAAA for all services established and maintained.
- 3 Subcontractor shall not use a means test to deny or limit services to older persons, unless specifically required by state law or federal legislation.
- 4 Subcontractor shall assume the responsibility for affording the opportunity to older persons to contribute all or part of the costs of services provided. Each older recipient shall determine, without coercion, what he or she is able to contribute toward the cost of the services.
  - a No older person shall be denied a service because of failure to contribute all or part of the cost of such services. Suggested contribution schedules shall in no case be used to determine the eligibility of Title III funded services.
  - b Subcontractor shall accept client contributions in such a way as to protect the privacy of each older person with respect to his/her contribution.
  - c The procedure utilized in the collection of contributions shall provide for the safe handling and accurate accounting of all funds. Subcontractor shall provide VAAA with a written statement on the procedure used.
- 5 Subcontractor shall have a grievance procedure established to address complaints of individual recipients.
- 6 The Subcontractor has a commitment to identify participant needs and establish linkages for delivery of needed services.
- 7 The Subcontractor will demonstrate effective planning for progressive program maintenance through its own resources.
- 8 Subcontractor must publicize services to all potential referral sources. Subcontractor shall ensure that referral agencies are provided with the minimum eligibility criteria per service to satisfactorily refer clients.

**C Staffing**

- 1 The Subcontractor is willing to employ staff who reflect the makeup of the primary service population.
- 2 The Subcontractor will not discriminate in its employment policies as to race, age, or sex, but will, as appropriate, reach out to employ people age 60+.
- 3 The Subcontractor will provide supervision for the proposed program, specify supervisory responsibilities, and the amount of time to be allocated to such responsibilities.
- 4 The Subcontractor's personnel policies are compatible with those of the local government and, where applicable, of the state, as well as federal government. Contractors which are local public agencies and have some or all of the responsibilities for planning, coordination, administration, and evaluation, shall apply the Merit System Standards (45 CFR, Part 70). These Contractors shall also comply with E.O. 11246, the Copeland Act, the Davis-Bacon Act, and/or the Contract Work Hours and Safety Standards Act.
- 5 Bilingual personnel must be available in areas where non-English or limited English-speaking persons constitute five percent (5%) of the senior population or number 1,000 seniors, whichever is less. Each program shall provide, or have access to, multi-lingual staff in order to interpret for persons with Limited English Proficiency (LEP) at no cost to the client, and shall translate written documents to reflect LEP as part of its overall language assistance program.

**D Training**

- 1 The Subcontractor will include its staff in appropriate orientation and training programs as given by VAAA.
- 2 The Subcontractor is willing to include staff of VAAA in its own orientation and training programs.

**E Evaluation**

- 1 The Subcontractor will assist VAAA in reporting and/or research requirements.
- 2 The Subcontractor will use those official forms required by VAAA to provide data on the proposed programs. Such data may include records of service provided, monies received from participants, attendance, etc.
- 3 The Subcontractor shall assist VAAA in conducting assessments of contract compliance and program progress.
- 4 The Subcontractor will allow inspection and audit of records to the supported program, in accordance with Federal and State regulations.
- 5 The Subcontractor shall conduct quality service reviews to ensure, at minimum, services are being delivered as ordered and to ensure participant satisfaction with the quality of services. Such reviews will be conducted on a semi- annual basis, at minimum. The subcontractor shall forward a report containing the results of said reviews to VAAA on a semi-annual basis.

**F Inter-Agency Relations**

- 1 The Subcontractor will not be in conflict with the stated goals and policies of VAAA.
- 2 The Subcontractor will maintain effective liaison with VAAA to ensure maximum benefits of the program to those aged with the greatest social economic need.
- 3 Subcontractor shall cooperate in the AAA's efforts to coordinate services among service providers.
- 4 The Subcontractor will permit designated staff of VAAA to participate ex-officio in Advisory Councils, community groups, and committees created for and specifically relating to the proposed program.

## **G Public Relations**

- 1 The Subcontractor is willing to participate in program promotion through the various news and public information media and to utilize means of publicity most effective in reaching those in greatest economic and social need.
- 2 Any book, reports, pamphlets, papers, articles, films, slides, or other materials, based on activities specified herein shall contain an acknowledgement of support of funds through the Valley Area Agency on Aging, with the following statement, or one of similar substance: "This service is funded by the Valley Area Agency on Aging, under authority of Title III of the Older Americans Act and in compliance with Title VI of the Civil Rights Act."
- 3 VAAA, ACLS BUREAU and HHS reserve the option to receive, free of charge, up to three (3) copies of any publication published as part of the contract.
- 4 Where activities under the contract result in a book or other copyrighted material, the author is free to obtain a copyright, however, HHS, ACLS BUREAU and VAAA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, all such materials.

## **H Disclosure of Information**

Subcontractor shall submit to VAAA all information that discloses names of persons with an ownership or controlling interest in the Subcontractor, part business transactions, and certain other disclosing entities. Further, the Subcontractor shall disclose whether any persons with an ownership or controlling interest in the Subcontractor have been convicted of a criminal offense, related to their involvement in any programs under Titles III, XVII, XIX, or XX of the Social Security Act since the inception of these programs. VAAA may immediately terminate this contract if the Subcontractor does not comply with these requirements.

## **I Compliance with Civil Rights, Other Laws**

- 1 Each party to this Contract covenants that it will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges or employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, 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 nondiscrimination assurances from any subcontractor who may be used to carry out duties described in this Contract. Breach of this covenant shall be regarded as a material breach of this Contract.
- 2 Further, the Subcontractor shall comply with all other federal, state, or local laws, regulations, and standards, and any amendments hereto, as they may apply to the performance of the contract.
- 3 The Subcontractor shall not refuse to provide services for the reasons mentioned above.
- 4 Elderly members of the Native American tribes and organizations in the greatest economic or social need within the Subcontractor's service area will receive funded services equivalent to the services to be received by non-Native American elderly residents.
- 5 The Subcontractor shall ensure that no person over the age of 60 is denied participation in services on the grounds of race, color, or national origin, and shall otherwise ensure compliance with Title VI of the Civil Rights Act of 1964.
- 6 The Subcontractor shall clearly post signs at locations where services are delivered, in English and other languages, as may be appropriate, indicating non-discrimination in hiring, employment practices, and provision of services.

- 7 Subcontractor certifies that it is not suspended or debarred nor are its principals suspended or debarred from Federal Procurement or Non-procurement Programs.

J Subcontracts

- 1 The Subcontractor shall not assign the contract or enter into subcontracts to the contract with additional parties without obtaining prior written approval of VAAA.
- 2 Assignees or subcontractors shall be subject to all conditions and provisions of the contract.
- 3 The Subcontractor shall be responsible for the performance of all employees, agents, assignees and subcontractors; however, VAAA shall be able to monitor and assess.

**Genesee County Community Resource Department**

*Provider Agency*

The Provider Agency which receives funds from the Michigan Department of Community Health, provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts, or other Federal financial assistance from the Department of Health and Human Services.

THE PROVIDER AGENCY HEREBY AGREES THAT IT WILL COMPLY WITH:

- 1 Title VI of the Civil Rights Act of 1964 (Pub. L.88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.
- 2 Section 504 of the Rehabilitation Act of 1973 (Pub.L.93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.
- 3 Title IX of the Educational Amendments of 1972 (Pub.L.92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services, (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.
- 4 The Age Discrimination Act of 1975 (Pub.L.94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.

The Provider Agency agrees that compliance with this assurance constitutes a condition of continued receipt of Federal Financial assistance, and that it is binding upon the Provider Agency, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Provider Agency by the Department, this assurance shall obligate the Provider Agency, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Provider Agency for the period during which it retains ownership or possession of the property. The Provider Agency further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person or persons whose signature(s) appear(s) on the signature page is/are authorized to sign this assurance, and commit the Provider Agency to the above provisions.

HHS-690(05/97)

Form

## Attachment A

### Business Associate Agreement

#### Recital of Defined Terms

“Business Associate” shall mean “VAAA,” as identified in the initial page of this Contract.

“Privacy Rule” shall mean the standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

“Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from on behalf of the Department.

“Required by Law” shall have the same meaning as the term “required by law” in 45 CFR 164.501.

“The Department” shall mean “Subcontractor,” as identified in the initial page of this Contract.

**Whereas**, Business Associate may have access, in the course of administering this Contract, to records that contain individually identifiable protected health information (“PHI”) as defined by §164.501 of the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 through 164.

**Whereas**, The Department, in order to meet its obligations to comply with the privacy and security regulations promulgated under Title II, Subtitle F, §§ 261-264 of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the administrative regulations issued by the Department of Health and Human Services (“DHHS”) as found in 45 C.F.R. Parts 160 through 164 (hereafter the Privacy Rule) seeks reasonable assurances from Business Associate that Business Associate will implement and/or maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the integrity and confidentiality of all protected health information it receives or possesses from the Department.

**Whereas**, Business Associate, in order to meet the Department’s HIPAA and Privacy Rule requirements, agrees to and will provide such reasonable assurances and further asserts that it has or will implement and/or maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the integrity and confidentiality of all protected health information that it receives or possesses from the Department.

**Whereas**, Business Associate further agrees to and will protect all protected health information against reasonably anticipated threats or hazards to the security or integrity of the information and unauthorized uses or disclosures of the information.

**NOW, THEREFORE**, the parties agree as follows:

- 1 BUSINESS ASSOCIATE does hereby assure the Department that BUSINESS ASSOCIATE will appropriately safeguard protected health information made available to or obtained by BUSINESS ASSOCIATE.
- 2 In implementation of such assurance and without limiting the obligations of BUSINESS ASSOCIATE otherwise set forth in this Agreement or imposed by applicable law, BUSINESS ASSOCIATE hereby agrees to comply with applicable requirements of law relating to protected health information and with respect to any task or other activity that BUSINESS ASSOCIATE performs on behalf of the Department to the extent the Department would be required to comply with such requirements.
- 3 The agreement of BUSINESS ASSOCIATE set forth in items 1 and 2 above, and the additional provisions relating to permitted and required uses and disclosures thereof that shall be from time to time provided to BUSINESS ASSOCIATE by the Department in accordance with applicable law constitute a contract between the Department and BUSINESS ASSOCIATE establishing the permitted and required uses and disclosures of such protected health information by BUSINESS ASSOCIATE.

4 In amplification and not in limitation of the provisions of this Agreement, including this Section of this Agreement, BUSINESS ASSOCIATE agrees that it will:

- a Not use or further disclose such information other than as permitted or required by this Agreement.
- b Not, except as necessary for the proper management and administration of the BUSINESS ASSOCIATE and for the performance of BUSINESS ASSOCIATE'S duties under this Agreement use, reproduce, disclose, or provide to third parties any confidential documents or information relating to the Department or patients of the Department, without the prior written consent or authorization of the Department or of the Department's patients. If BUSINESS ASSOCIATE uses such information for the purposes set forth above, it will do so only if the disclosure is required by law or if BUSINESS ASSOCIATE obtains reasonable assurances from the person(s) to whom the information is disclosed that the information disclosed will be held in confidence and will be used for further disclosed only as required by law or for the purpose for which BUSINESS ASSOCIATE disclosed it to the person(s). BUSINESS ASSOCIATE shall also ensure that the person(s) to whom BUSINESS ASSOCIATE so discloses information notifies the Department of any instances of breach of confidentiality of which such person is aware.

5 BUSINESS ASSOCIATE shall ensure that its personnel, employees, affiliates and agents maintain the confidentiality of patient health information and business information of the Department. BUSINESS ASSOCIATE shall secure confidentiality agreements from its personnel on forms approved by the Department and shall provide such agreements to the Department upon request.

6 BUSINESS ASSOCIATE shall not use or further disclose the information in a manner that would violate the requirements of applicable law if done by the Department.

- a Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Health Department, as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by the Department or the minimum necessary policies and procedures of the Department.

7 BUSINESS ASSOCIATE shall use appropriate safeguards to prevent use or disclosure of such information other than as provided for by this Agreement.

8 BUSINESS ASSOCIATE shall report to the Department any use or disclosure of such information not provided for by this Agreement of which BUSINESS ASSOCIATE becomes aware.

9 BUSINESS ASSOCIATE shall ensure that any subcontractors or agents to whom BUSINESS ASSOCIATE provides protected health information received from the Department agree to the same restrictions and conditions that apply to BUSINESS ASSOCIATE with respect to such information. BUSINESS ASSOCIATE shall provide copies of such agreements to the Department upon request.

10 BUSINESS ASSOCIATE shall make available protected health information in accordance with applicable law.

11 BUSINESS ASSOCIATE shall provide individuals who are the subject of protected health information received from the Department their rights as made applicable to business associates of covered entities.

12 BUSINESS ASSOCIATE shall maintain standard records pursuant to this agreement and to provide such records and other necessary information to the Department as may be requested or required in writing and as permitted by law. BUSINESS ASSOCIATE agrees that all records kept in connection with this Agreement are subject to review and audit by the Department upon reasonable notice and written request by the Department.

13 Make BUSINESS ASSOCIATE'S internal practices, books, and records relating to the use and disclosure of protected health information received from the Department available to the Secretary of DHHS for purposes of determining the Department's compliance with applicable law (in all events, BUSINESS ASSOCIATE shall immediately notify the Department upon receipt by BUSINESS ASSOCIATE of any such request and shall provide the Department copies of any such materials.)

14 Upon termination of this Agreement by either party for any reason, BUSINESS ASSOCIATE shall return or destroy all protected health information received from the Department that BUSINESS ASSOCIATE still maintains in any form and all copies thereof, shall retain no copies of such information, and shall remain obligated not to use, disclose, or provide such information to third parties unless and until otherwise required to do so by law.

15 BUSINESS ASSOCIATE shall incorporate any amendments or corrections to protected health information when notified pursuant to applicable law.

16 BUSINESS ASSOCIATE agrees to indemnify, defend, and hold harmless the Department, its Board of Directors, officers, agents, employees, and personnel (“Indemnified Party”) from and against any and all claims, demands, suits, losses, causes of action, or liability that the Indemnified Party may sustain as a result of the BUSINESS ASSOCIATE’S breach of its duties or the indemnifying party’s errors or omissions within the terms of this Agreement or vicarious liability of the Department for any act or conduct of the BUSINESS ASSOCIATE adjudged to constitute fraud, misrepresentation, or violation of any law, including violation of any statute or regulation applicable to the conduct of the BUSINESS ASSOCIATE provided pursuant to this Agreement. This indemnification shall include reasonable expenses, including attorney’s fees incurred by defending such claims and damages incurred by reason of the indemnifying party’s failure to comply with applicable laws, ordinances, and regulations or for damages caused by the indemnifying party.

17 Without limiting the rights and remedies of the Department elsewhere set forth in this Agreement or available under applicable law, the Department may terminate this Agreement without penalty or recourse to the Department if the Department determines that BUSINESS ASSOCIATE has violated a material term of the provisions of this Agreement.

18 BUSINESS ASSOCIATE agrees that this Agreement may be amended from time to time by the Department if and to the extent required by the provisions of 42 U.S.C. 1171 *et seq.* enacted by the HIPAA and regulations promulgated thereunder in order to assure that this Agreement is consistent therewith.

19 In the event of an inconsistency between the provisions of this Agreement and the mandatory provisions of HIPAA and the Privacy Rule, as amended, HIPAA and the Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA and the Privacy Rule, but are none the less permitted by HIPAA and the Privacy Rule, the provisions of this Agreement shall control.

**DESCRIPTION: Budget Amendment adjusting lines for NEW FY25 VAAA Award**

GL #	DESCRIPTION	Increase/(Decrease)
2731-697.15-634.009	SENIOR CITIZENS FOOD	(\$427,828.63)
2731-697.15-672.001	MISC REVENUE AND DONATIONS	(\$88.92)
2731-697.15-674.031	IN KIND CONTRIBUTION	\$178,808.00
2731-697.15-702.000	SALARIES & WAGES	(\$189,260.10)
2731-697.15-709.000	SOCIAL SECURITY	(\$7,069.06)
2731-697.15-713.000	OVERTIME	\$525.78
2731-697.15-718.000	MEDICAL INSURANCE	(\$6,735.48)
2731-697.15-723.000	POST-RETIREMENT BENEFIT	\$5,071.39
2731-697.15-725.000	OPTICAL INSURANCE	\$5,013.67
2731-697.15-726.000	DENTAL INSURANCE	(\$476.91)
2731-697.15-727.000	LIFE HEALTH INSURANCE	(\$879.89)
2731-697.15-728.000	RETIREMENT	(\$9,160.68)
2731-697.15-729.000	WORKERS COMPENSATION	(\$258.55)
2731-697.15-730.000	UNEMPLOYMENT	\$4,648.69
2731-697.15-752.000	SUPPLIES OTHER	(\$5,009.40)
2731-697.15-762.000	SUPPLIES FOOD	(\$111,974.12)
2731-697.15-765.000	SUPPLIES KITCHEN	(\$80,967.20)
2731-697.15-801.002	SERVICE CONTRACTS FEDERAL	\$5,586.57
2731-697.15-850.000	TELEPHONE	(\$492.46)
2731-697.15-851.000	POSTAGE	\$33.16
2731-697.15-913.003	TRAVEL REGULAR FEDERAL	\$10,950.35
2731-697.15-913.008	TRAVEL WORKSHOP FEDERAL	(\$13,703.59)
2731-697.15-915.000	MEMBERSHIPS	(\$2,490.60)
2731-697.15-931.000	REPAIRS EQUIPMENT FEDERAL	(\$759.21)
2731-697.15-955.040	IN KIND CONTRIBUTION	\$178,808.00
2731-697.15-932.001	REPAIRS VEHICLE FEDERAL	(\$266.59)
2731-697.15-958.011	CENTRAL SERVICES ALLOCATION	(\$2,185.09)
2731-697.15-957.006	INTRAFUND EXPENSE	(\$28,058.23)

REV	EXP	
(\$249,109.55)	(\$249,109.55)	\$0.00

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Exp.

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**DESCRIPTION: Budget Amendment adjusting lines for NEW FY25 VAAA Award**

GL #	DESCRIPTION	Increase/(Decrease)
2731-697.16-634.009	SENIOR CITIZENS FOOD	(\$95,753.54)
2731-697.16-672.001	MISC REVENUE AND DONATIONS	(\$88.92)
2731-697.16-674.029	LOCAL CONTRIBUTION	\$0.41
2731-697.16-674.031	IN KIND CONTRIBUTION	\$34,426.00
<hr/>		
2731-697.16-702.000	SALARIES & WAGES	(\$43,767.00)
2731-697.16-709.000	SOCIAL SECURITY	(\$1,850.94)
2731-697.16-713.000	OVERTIME	\$929.46
2731-697.16-718.000	MEDICAL INSURANCE	\$2,549.08
2731-697.16-723.000	POST-RETIREMENT BENEFIT	\$187.75
2731-697.16-725.000	OPTICAL INSURANCE	\$16.86
2731-697.16-726.000	DENTAL INSURANCE	\$212.19
2731-697.16-727.000	LIFE HEALTH INSURANCE	(\$112.06)
2731-697.16-728.000	RETIREMENT	\$234.99
2731-697.16-729.000	WORKERS COMPENSATION	(\$1,065.47)
2731-697.16-730.000	UNEMPLOYMENT	(\$52.16)
2731-697.16-752.000	SUPPLIES OTHER	(\$2,000.00)
2731-697.16-762.000	SUPPLIES FOOD	(\$48,000.00)
2731-697.16-765.000	SUPPLIES KITCHEN	(\$583.88)
2731-697.15-801.000	SERVICE CONTRACTS	\$7,833.33
2731-697.16-801.002	SERVICE CONTRACTS FEDERAL	(\$1,062.12)
2731-697.16-913.008	TRAVEL WORKSHOP FEDERAL	(\$3,937.88)
2731-697.16-955.040	IN KIND CONTRIBUTION	\$34,426.00
2731-697.16-957.006	INTRAFUND EXPENSE	(\$5,374.20)

REV	EXP	
(\$61,416.05)	(\$61,416.05)	\$0.00

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EXP

10/29/2024

REVENUE AND EXPENDITURE REPORT  
 PERIOD ENDING 10/31/2024  
 % Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2024-25	2024-25	ACTIVITY FOR MONTH 10/31/24			
			BUDGET after pending Budget Amendments in process	INCR (DECR)				
<b>Fund 2731 - SENIOR FOODS</b>								
<b>Dept 697.03 - CHILD CARE FOOD SERVICE</b>								
Account Type: Revenue								
2731-697.03-504.001	FEDERAL PARTICIPATION-CACFP	14,226.87	14,226.87	0.00				
<b>Total Revenue:</b>		<b>14,226.87</b>	<b>14,226.87</b>	<b>0.00</b>				
Account Type: Expenditure								
2731-697.03-702.000	SALARIES & WAGES	7,630.51	7,630.51	42.70				
2731-697.03-709.000	SOCIAL SECURITY	578.85	578.85	3.55				
2731-697.03-713.000	OVERTIME	0.00	0.00	3.90				
2731-697.03-718.000	MEDICAL INSURANCE	142.30	142.30	13.25				
2731-697.03-723.000	POST-RETIREMENT BENEFIT	108.66	108.66	0.99				
2731-697.03-725.000	OPTICAL INSURANCE	1.13	1.13	0.11				
2731-697.03-726.000	DENTAL INSURANCE	10.37	10.37	0.97				
2731-697.03-727.000	LIFE HEALTH INSURANCE	33.67	33.67	0.64				
2731-697.03-728.000	RETIREMENT	184.64	184.64	4.85				
2731-697.03-729.000	WORKERS COMPENSATION	147.28	147.28	1.13				
2731-697.03-730.000	UNEMPLOYMENT	15.13	15.13	0.34				
2731-697.03-801.000	SERVICE CONTRACTS	4,183.87	4,183.87	0.00				
2731-697.03-958.014	CSA	240.00	240.00	20.00				
<b>Total Expenditure:</b>		<b>13,276.41</b>	<b>13,276.41</b>	<b>92.43</b>				
Account Type: Transfers-Out								
2731-697.03-957.006	INTRAFUND EXPENSE	950.46	950.46	0.00				

<b>Total Transfers-Out:</b>	<b>950.46</b>	<b>950.46</b>	<b>0.00</b>
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Net - Dept 697.03 - CHILD CARE FOOD SERVICE	0.00	<b>0.00</b>	(92.43)
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**Dept 697.14 - WAIVER-DPOS**

Account Type: Revenue

2731-697.14-634.009	SENIOR CITIZENS FOOD	80,195.07	80,195.07	0.00
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<b>Total Revenue:</b>	<b>80,195.07</b>	<b>80,195.07</b>	<b>0.00</b>
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Account Type: Expenditure

2731-697.14-762.000	SUPPLIES FOOD	52,312.71	52,312.71	0.00
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2731-697.14-765.000	SUPPLIES KITCHEN	18,000.00	18,000.00	0.00
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2731-697.14-958.014	CSA	1,403.00	1,403.00	116.92
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<b>Total Expenditure:</b>	<b>71,715.71</b>	<b>71,715.71</b>	<b>116.92</b>
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Account Type: Transfers-Out

2731-697.14-957.006	INTRAFUND EXPENSE	8,479.36	8,479.36	0.00
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<b>Total Transfers-Out:</b>	<b>8,479.36</b>	<b>8,479.36</b>	<b>0.00</b>
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Net - Dept 697.14 - WAIVER-DPOS	0.00	<b>0.00</b>	(116.92)
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**Dept 697.15 - MOBILE MEALS GLS SR FOODS****Delivered Meals**

Account Type: Revenue

2731-697.15-634.009	SENIOR CITIZENS FOOD	1,143,060.63	1,143,060.63	0.00
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2731-697.15-672.001	MISC REVENUE AND DONATIONS	88.92	88.92	0.00
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2731-697.15-674.029	LOCAL CONTRIBUTION	16,258.00	16,258.00	1,400.00
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2731-697.15-674.031	IN KIND CONTRIBUTION			
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<b>Total Revenue:</b>	<b>1,159,407.55</b>	<b>1,159,407.55</b>	<b>1,400.00</b>
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Account Type: Expenditure

2731-697.15-702.000	SALARIES & WAGES	416,900.27	416,900.27	4,296.75
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2731-697.15-704.000	SALARY TEMPORARY	0.00	0.00	195.82
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2731-697.15-709.000	SOCIAL SECURITY	31,626.14	31,626.14	350.18
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2731-697.15-713.000	OVERTIME	9,447.20	9,447.20	118.19
2731-697.15-718.000	MEDICAL INSURANCE	7,774.84	7,774.84	362.32
2731-697.15-723.000	POST-RETIREMENT BENEFIT	5,936.93	5,936.93	59.69
2731-697.15-725.000	OPTICAL INSURANCE	61.94	61.94	3.92
2731-697.15-726.000	DENTAL INSURANCE	566.36	566.36	38.33
2731-697.15-727.000	LIFE HEALTH INSURANCE	1,839.40	1,839.40	45.26
2731-697.15-728.000	RETIREMENT	10,088.09	10,088.09	238.26
2731-697.15-729.000	WORKERS COMPENSATION	8,046.78	8,046.78	209.27
2731-697.15-730.000	UNEMPLOYMENT	826.83	826.83	23.55
2731-697.15-752.000	SUPPLIES OTHER	10,009.40	8,009.40	0.00
2731-697.15-759.002	GAS & OIL VEHICLES FEDERAL	21,218.75	21,218.75	0.00
2731-697.15-762.000	SUPPLIES FOOD	381,974.12	381,974.12	(946.73)
2731-697.15-765.000	SUPPLIES KITCHEN	130,967.20	130,967.20	0.00
2731-697.15-801.000	SERVICE CONTRACTS	0.00	7,000.00	
2731-697.15-801.002	SERVICE CONTRACTS FEDERAL	2,246.76	0.00	0.00
2731-697.15-835.001	HEALTH SERVICES EMPLOYEES	1,268.29	1,268.29	0.00
2731-697.15-850.000	TELEPHONE	1,792.46	1,792.46	0.00
2731-697.15-850.001	CELL PHONES	429.62	429.62	0.00
2731-697.15-851.000	POSTAGE	216.84	216.84	0.00
2731-697.15-855.000	FACILITY COSTS	22,907.51	22,907.51	0.00
2731-697.15-913.003	TRAVEL REGULAR FEDERAL	2,673.08	2,673.08	973.14
2731-697.15-913.008	TRAVEL WORKSHOP FEDERAL	13,703.59	10,950.35	973.17
2731-697.15-915.000	MEMBERSHIPS	3,110.60	3,110.60	0.00
2731-697.15-931.000	REPAIRS EQUIPMENT FEDERAL	2,759.21	2,759.21	0.00
2731-697.15-955.040	IN KIND CONTRIBUTION	0.00	0.00	0.00
2731-697.15-932.001	REPAIRS VEHICLE FEDERAL	266.59	266.59	0.00
2731-697.15-957.004	CONVENIENCE COPIER CHARGES	372.43	372.43	0.00
2731-697.15-958.011	CENTRAL SERVICES ALLOCATION	2,185.09	2,185.09	0.00
2731-697.15-958.014	CSA	13,133.00	13,133.00	1,094.42
<b>Total Expenditure:</b>		<b>1,104,349.32</b>	<b>1,104,349.32</b>	<b>8,035.54</b>

Account Type: Transfers-Out

2731-697.15-957.006	INTRAFUND EXPENSE	55,058.23	55,058.23	0.00
<b>Total Transfers-Out:</b>		<b>55,058.23</b>	<b>55,058.23</b>	<b>0.00</b>

Net - Dept 697.15 - MOBILE MEALS GLS SR FOODS	0.00	0.00	(6,635.54)
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<b>Dept 697.16 - GCCARD GLS SENIOR FOODS</b>	<b>Congregate</b>
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Account Type: Revenue

2731-697.16-634.009	SENIOR CITIZENS FOOD	233,457.54	233,457.54	0.00
2731-697.16-672.001	MISC REVENUE AND DONATIONS	88.92	88.92	0.00
2731-697.16-674.029	LOCAL CONTRIBUTION	60,107.59	60,107.59	6,701.23
2731-697.16-674.031	IN KIND CONTRIBUTION			
<b>Total Revenue:</b>		<b>293,654.05</b>	<b>293,654.05</b>	<b>6,701.23</b>

Account Type: Expenditure

2731-697.16-702.000	SALARIES & WAGES	97,916.94	97,916.94	1,670.77
2731-697.16-704.000	SALARY TEMPORARY			
2731-697.16-709.000	SOCIAL SECURITY	7,428.00	7,428.00	131.98
2731-697.16-713.000	OVERTIME	2,792.30	2,792.30	74.42
2731-697.16-718.000	MEDICAL INSURANCE	1,826.07	1,826.07	207.67
2731-697.16-723.000	POST-RETIREMENT BENEFIT	1,394.40	1,394.40	37.30
2731-697.16-725.000	OPTICAL INSURANCE	14.55	14.55	2.61
2731-697.16-726.000	DENTAL INSURANCE	133.02	133.02	26.35
2731-697.16-727.000	LIFE HEALTH INSURANCE	432.02	432.02	30.53
2731-697.16-728.000	RETIREMENT	2,369.38	2,369.38	149.29
2731-697.16-729.000	WORKERS COMPENSATION	1,889.94	1,889.94	52.63
2731-697.16-730.000	UNEMPLOYMENT	194.20	194.20	9.69
<b>2731-697.16-752.000</b>	<b>SUPPLIES OTHER</b>	<b>9,099.50</b>	<b>7,099.50</b>	<b>0.00</b>
2731-697.16-754.000	SUPPLIES OFFICE	600.00	600.00	0.00
2731-697.16-759.002	GAS & OIL VEHICLES FEDERAL	4,372.32	4,372.32	0.00
2731-697.16-762.000	SUPPLIES FOOD	126,460.14	126,460.14	0.00
2731-697.16-765.000	SUPPLIES KITCHEN	11,268.25	11,268.25	0.00
<b>2731-697.15-801.000</b>	<b>SERVICE CONTRACTS</b>	<b>0.00</b>	<b>7,000.00</b>	
<b>2731-697.16-801.002</b>	<b>SERVICE CONTRACTS FEDERAL</b>	<b>1,062.12</b>	<b>0.00</b>	<b>0.00</b>
2731-697.16-850.000	TELEPHONE	544.84	544.84	0.00
2731-697.16-855.000	FACILITY COSTS	324.91	324.91	0.00

2731-697.16-913.008	TRAVEL WORKSHOP FEDERAL	7,194.50	<b>3,256.62</b>	0.00
2731-697.16-915.000	MEMBERSHIPS	368.69	368.69	0.00
2731-697.16-931.000	REPAIRS EQUIPMENT FEDERAL	383.41	383.41	0.00
2731-697.16-955.040	IN KIND CONTRIBUTION	0.00	0.00	
2731-697.16-957.004	CONVENIENCE COPIER CHARGES	99.35	99.35	0.00
2731-697.16-958.014	CSA	3,091.00	3,091.00	257.58
<b>Total Expenditure:</b>		<b>281,259.85</b>	<b>281,259.85</b>	<b>2,650.82</b>

Account Type: Transfers-Out

2731-697.16-957.006	INTRAFUND EXPENSE	12,394.20	12,394.20	0.00
<b>Total Transfers-Out:</b>		<b>12,394.20</b>	<b>12,394.20</b>	<b>0.00</b>

Net - Dept 697.16 - GCCARD GLS SENIOR FOODS	0.00	0.00	4,050.41
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Fund 2731 - SENIOR FOODS:

TOTAL REVENUES	1,547,483.54	<b>1,547,483.54</b>	8,101.23
TOTAL EXPENDITURES	1,547,483.54	<b>1,547,483.54</b>	10,895.71
NET OF REVENUES & EXPENDITURES	0.00	<b>0.00</b>	(2,794.48)

YTD BALANCE  
10/31/2024

ENCUMBERED UNENCUMBERED % BDGT

unchangable

NORM (ABNORM) YEAR-TO-DATE BALANCE REMAIN

New Award from VAAA

DIFF

0.00	0.00	14,226.87	100.00%
<b>0.00</b>	<b>0.00</b>	<b>14,226.87</b>	<b>100.00%</b>

42.70	0.00	7,587.81	99.44%
3.55	0.00	575.30	99.39%
3.90	0.00	(3.90)	#DIV/0!
13.25	0.00	129.05	90.69%
0.99	0.00	107.67	99.09%
0.11	0.00	1.02	90.27%
0.97	0.00	9.40	90.65%
0.64	0.00	33.03	98.10%
4.85	0.00	179.79	97.37%
1.13	0.00	146.15	99.23%
0.34	0.00	14.79	97.75%
0.00	4,183.87	0.00	0.00%
20.00	0.00	220.00	91.67%
<b>92.43</b>	<b>4,183.87</b>	<b>9,000.11</b>	<b>67.79%</b>

0.00	0.00	950.46	100.00%
<b>0.00</b>	<b>0.00</b>	<b>950.46</b>	<b>100.00%</b>

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0.00 0.00 950.46 100.00%

(92.43) (4,183.87) 4,276.30

FOLL

0.00 0.00 80,195.07 100.00%

0.00 0.00 80,195.07 100.00%

0.00 52,312.71 0.00 0.00%

0.00 18,000.00 0.00 0.00%

116.92 0.00 1,286.08 91.67%

116.92 70,312.71 1,286.08 1.79%

0.00 0.00 8,479.36 100.00%

0.00 0.00 8,479.36 100.00%

(116.92) (70,312.71) 70,429.63

last year

\$ 243,369.57

\$ 54,127.84

\$ 297,497.41

\$ 23,428.70

\$ 9,972.98

\$ 1,039.36

\$ 11,008.32

\$ 5,075.61

\$ 89.45

\$ 959.51

\$ 927.41

\$ 7,345.73

\$ 5,446.02

0.00 0.00 1,143,060.63 100.00%

0.00 0.00 88.92 100.00%

1,400.00 0.00 14,858.00 91.39%

1,400.00 0.00 1,158,007.55 99.88%

\$ 715,232.00 \$ (427,828.63)

\$ - \$ (88.92)

\$ 16,258.00 \$ -

\$ 178,808.00 \$ 178,808.00

\$ (249,109.55)

4,296.75 0.00 412,603.52 98.97% \$ 227,640.17 \$ (189,260.10)

195.82 0.00 (195.82) #DIV/0! \$ - \$ -

350.18 0.00 31,275.96 98.89% \$ 24,557.08 \$ (7,069.06)

118.19	0.00	9,329.01	98.75%	\$ 9,972.98	\$ 525.78
362.32	0.00	7,412.52	95.34%	\$ 1,039.36	\$ (6,735.48)
59.69	0.00	5,877.24	98.99%	\$ 11,008.32	\$ 5,071.39
3.92	0.00	58.02	93.67%	\$ 5,075.61	\$ 5,013.67
38.33	0.00	528.03	93.23%	\$ 89.45	\$ (476.91)
45.26	0.00	1,794.14	97.54%	\$ 959.51	\$ (879.89)
238.26	0.00	9,849.83	97.64%	\$ 927.41	\$ (9,160.68)
209.27	0.00	7,837.51	97.40%	\$ 7,788.23	\$ (258.55)
23.55	0.00	803.28	97.15%	\$ 5,475.52	\$ 4,648.69
0.00	2,800.00	5,209.40	65.04%	\$ 5,000.00	\$ (5,009.40)
0.00	0.00	21,218.75	100.00%	\$ 21,218.75	\$ -
(946.73)	381,974.12	946.73	0.25%	\$ 270,000.00	\$ (111,974.12)
0.00	130,967.20	0.00	0.00%	\$ 50,000.00	\$ (80,967.20)
		7,000.00	100.00%		\$ -
0.00	7,833.33	(7,833.33)	#DIV/0!	\$ 7,833.33	\$ 5,586.57
0.00	0.00	1,268.29	100.00%	\$ 1,268.29	\$ -
0.00	0.00	1,792.46	100.00%	\$ 1,300.00	\$ (492.46)
0.00	0.00	429.62	100.00%	\$ 429.62	\$ -
0.00	250.00	(33.16)	-15.29%	\$ 250.00	\$ 33.16
0.00	0.00	22,907.51	100.00%	\$ 22,907.51	\$ -
973.14	0.00	1,699.94	63.59%	\$ 13,623.43	\$ 10,950.35
973.17	0.00	9,977.18	91.11%	\$ -	\$ (13,703.59)
0.00	1,750.00	1,360.60	43.74%	\$ 620.00	\$ (2,490.60)
0.00	0.00	2,759.21	100.00%	\$ 2,000.00	\$ (759.21)
0.00	0.00	0.00	#DIV/0!	\$ 178,808.00	\$ 178,808.00
0.00	0.00	266.59	100.00%	\$ -	\$ (266.59)
0.00	0.00	372.43	100.00%	\$ 372.43	\$ -
0.00	0.00	2,185.09	100.00%	\$ -	\$ (2,185.09)
1,094.42	0.00	12,038.58	91.67%	\$ 13,133.00	\$ -
<b>8,035.54</b>	<b>525,574.65</b>	<b>570,739.13</b>	<b>51.68%</b>	<b>\$ 883,298.00</b>	
0.00	0.00	55,058.23	100.00%	\$ 27,000.00	\$ (28,058.23)
<b>0.00</b>	<b>0.00</b>	<b>55,058.23</b>	<b>100.00%</b>	<b>\$ 27,000.00</b>	

(6,635.54)	(525,574.65)	532,210.19	0.00	
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0.00	0.00	233,457.54	100.00%	\$ 137,704.00	\$ (95,753.54)
0.00	0.00	88.92	100.00%	\$ (88.92)	\$ -
6,701.23	0.00	53,406.36	88.85%	\$ 60,108.00	\$ 0.41
				\$ 34,426.00	\$ 34,426.00
<b>6,701.23</b>	<b>0.00</b>	<b>286,952.82</b>	<b>97.72%</b>	<b>\$ 232,238.00</b>	<b>\$ (61,416.05)</b>
last year					
1,670.77	0.00	96,246.17	98.29%	54,149.94	\$ (43,767.00) 54,149.94
				0.00	\$ - 15,051.67
131.98	0.00	7,296.02	98.22%	5,577.06	\$ (1,850.94) 5,577.06
74.42	0.00	2,717.88	97.33%	3,721.76	\$ 929.46 3,721.76
207.67	0.00	1,618.40	88.63%	4,375.15	\$ 2,549.08 4,375.15
37.30	0.00	1,357.10	97.33%	1,582.15	\$ 187.75 1,582.15
2.61	0.00	11.94	82.06%	31.41	\$ 16.86 31.41
26.35	0.00	106.67	80.19%	345.21	\$ 212.19 345.21
30.53	0.00	401.49	92.93%	319.96	\$ (112.06) 319.96
149.29	0.00	2,220.09	93.70%	2,604.37	\$ 234.99 2,604.37
52.63	0.00	1,837.31	97.22%	824.47	\$ (1,065.47) 824.47
9.69	0.00	184.51	95.01%	142.04	\$ (52.16) 142.04
0.00	1,400.00	5,699.50	80.28%	7,099.50	\$ (2,000.00)
0.00	600.00	0.00	0.00%	600.00	\$ -
0.00	0.00	4,372.32	100.00%	4,372.32	\$ -
0.00	126,460.14	0.00	0.00%	78,460.14	\$ (48,000.00)
0.00	11,268.25	0.00	0.00%	10,684.37	\$ (583.88)
		7,000.00	100.00%	7,833.33	\$ 7,833.33
0.00	7,833.33	(7,833.33)	#DIV/0!	0.00	\$ (1,062.12)
0.00	0.00	544.84	100.00%	544.84	\$ -
0.00	0.00	324.91	100.00%	324.91	\$ -

0.00	0.00	3,256.62	100.00%	3,256.62	\$	(3,937.88)
0.00	0.00	368.69	100.00%	368.69	\$	-
0.00	0.00	383.41	100.00%	383.41	\$	-
		0.00	#DIV/0!	\$	<b>34,426.00</b>	\$ 34,426.00
0.00	0.00	99.35	100.00%	\$	99.35	\$ -
257.58	0.00	2,833.42	91.67%	\$	<b>3,091.00</b>	\$ -
<b>2,650.82</b>	<b>147,561.72</b>	<b>131,047.31</b>	<b>46.59%</b>	<b>\$</b>	<b>225,218.00</b>	

0.00	0.00	12,394.20	100.00%	\$	<b>7,020.00</b>	\$ (5,374.20)
<b>0.00</b>	<b>0.00</b>	<b>12,394.20</b>	<b>100.00%</b>	<b>\$</b>	<b>7,020.00</b>	

4,050.41	<b>(147,561.72)</b>	<b>143,511.31</b>		<b>0.00</b>
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8,101.23	0.00	<b>1,539,382.31</b>	99.48%
10,895.71	747,632.95	<b>788,954.88</b>	50.98%
<b>(2,794.48)</b>	<b>(747,632.95)</b>	<b>750,427.43</b>	

### VALLEY AREA AGENCY ON AGING

#### **IFICATION OF CONTRACT AWARD**

2,936

#### **OF CONTRACT OR ACTION**

W

newal

vision/Supplement to contract

instatement of suspended project

instatement of terminated project

Not Applicable

#### **SCAL YEAR FROM WHICH FUNDS AWARDED**

FY 2025

#### **SUBCONTRACTOR**

Genesee County Community Action  
Resource Department

RESS: 2727 Lippincott Blvd.

Flint MI 48507

TE: (810) 235-3567

**ICE AREA**  Genesee County  Lapeer County  Shiawassee County

#### **TRACT SUMMARY**

rvise Category

ngregate Meals (includes estimated NSIP)

ome Delivered Meals (includes estimated NSIP)

#### **PROJECT IDENTIFICATION NUMBER**

GOCARD - 2025

#### **PROJECT YEAR OF THIS CONTRACT**

FY - 2025

#### **INCORPORATION STATUS**

Public

TAX ID # 38-6004849

#### **APPROVED PROJECT PERIOD**

FROM: 10/1/2024 TO: 9/30/2025

#### **SUBGRANTEE**

Valley Area Agency on Aging

ADDRESS: 225 E Fifth Street, Suite 200

Flint MI 48502

PHONE: (810) 239-7671

#### **PUTATION OF CONTRACT**

es

A Share

(estimated)

red Local Match

ated Program Income

Resources

	Amount	Clients	Units
<u>ngregate Meals (includes <u>estimated</u> NSIP)</u>	<u>\$137,704</u>	<u>482</u>	<u>17,631</u>
<u>ome Delivered Meals (includes <u>estimated</u> NSIP)</u>	<u>\$715,232</u>	<u>786</u>	<u>114,437</u>

#### **CONTRIBUTION OF CONTRACT**

Cash

In-Kind

Program Income

Resources

	Congregate Meals	Home Delivered Meals			
<u>A Share</u>	<u>\$137,704</u>	<u>\$715,232</u>			
<u>(estimated)</u>					
<u>red Local Match</u>	<u>60,108</u>	<u>16,258</u>			
<u>Program Income</u>	<u>34,426</u>	<u>178,808</u>			
	<u>\$232,238</u>	<u>\$910,298</u>			
<u>Resources</u>	<u>0</u>	<u>0</u>			

**DITION TO THE CONDITIONS CONTAINED ON THE FIRST PAGE OF THIS AGREEMENT,**

3

4

5

6

OWING CONDITIONS SHALL APPLY TO THIS CONTRACT:

- Unless revised, the amount in "VAAA Share", "COMPUTATION OF CONTRACT," will constitute a ceiling for the Area Agency on Aging participation in the approved cost.
- The AAA share of APPROVED COST is earned only when the cost is accrued and the non-federal share of the cost has been contributed. The receipt of AAA funds (either through advance or reimbursement) does not constitute earning of these funds.

1

Goes to VAAA					
82%	\$ 64,130.47	23%	\$ 14,750.01	\$ 258,119.58	
18%				\$ 54,127.84	
	4905.98	23%	\$ 1,128.38	\$ 24,557.08	
				\$ 9,972.98	
				\$ 1,039.36	
				\$ 11,008.32	
				\$ 5,075.61	
				\$ 89.45	
				\$ 959.51	
				\$ 927.41	
	1923.91	23%	\$ 442.50	\$ 7,788.23	
	128.26	23%	\$ 29.50	\$ 5,475.52	

		Budget	Pending B.A. (if any)	Total Budget	New B.A. Change	New Budget (after B.A.)
2731-697.15-634.009	SENIOR CITIZE	1,143,060.63	\$ -	\$ 1,143,060.63	\$ (427,828.63)	\$ 715,232.00
2731-697.15-672.001	MISC REVENUE	88.92	\$ -	\$ 88.92	\$ (88.92)	\$ -
2731-697.15-674.029	LOCAL CONTR	16,258.00	\$ -	\$ 16,258.00	\$ -	\$ 16,258.00
2731-697.15-674.031	IN KIND CONTF	0.00	\$ -	\$ -	\$ 178,808.00	\$ 178,808.00
2731-697.15-702.000	SALARIES & W.	416,900.27	\$ -	\$ 416,900.27	\$ (189,260.10)	\$ 227,640.17
2731-697.15-704.000	SALARY TEMP(	0.00	\$ -	\$ -	\$ -	\$ -
2731-697.15-709.000	SOCIAL SECUF	31,626.14	\$ -	\$ 31,626.14	\$ (7,069.06)	\$ 24,557.08

2731-697.15-713.000	OVERTIME	9,447.20	\$	-	\$	<b>9,447.20</b>	\$	525.78	\$	<b>9,972.98</b>
2731-697.15-718.000	MEDICAL INSU	7,774.84	\$	-	\$	<b>7,774.84</b>	\$	(6,735.48)	\$	<b>1,039.36</b>
2731-697.15-723.000	POST-RETIREM	5,936.93	\$	-	\$	<b>5,936.93</b>	\$	5,071.39	\$	<b>11,008.32</b>
2731-697.15-725.000	OPTICAL INSUF	61.94	\$	-	\$	<b>61.94</b>	\$	5,013.67	\$	<b>5,075.61</b>
2731-697.15-726.000	DENTAL INSUR	566.36	\$	-	\$	<b>566.36</b>	\$	(476.91)	\$	<b>89.45</b>
2731-697.15-727.000	LIFE HEALTH II	1,839.40	\$	-	\$	<b>1,839.40</b>	\$	(879.89)	\$	<b>959.51</b>
2731-697.15-728.000	RETIREMENT	10,088.09	\$	-	\$	<b>10,088.09</b>	\$	(9,160.68)	\$	<b>927.41</b>
2731-697.15-729.000	WORKERS COI	8,046.78	\$	-	\$	<b>8,046.78</b>	\$	(258.55)	\$	<b>7,788.23</b>
2731-697.15-730.000	UNEMPLOYMEI	826.83	\$	-	\$	<b>826.83</b>	\$	4,648.69	\$	<b>5,475.52</b>
2731-697.15-752.000	SUPPLIES OTH	10,009.40	\$	(2,000.00)	\$	<b>8,009.40</b>	\$	(5,009.40)	\$	<b>3,000.00</b>
2731-697.15-759.002	GAS & OIL VEH	21,218.75	\$	-	\$	<b>21,218.75</b>	\$	-	\$	<b>21,218.75</b>
2731-697.15-762.000	SUPPLIES FOO	381,974.12	\$	-	\$	<b>381,974.12</b>	\$	(111,974.12)	\$	<b>270,000.00</b>
2731-697.15-765.000	SUPPLIES KITC	130,967.20	\$	-	\$	<b>130,967.20</b>	\$	(80,967.20)	\$	<b>50,000.00</b>
2731-697.15-801.000	SERVICE CONT	0.00	\$	<b>7,000.00</b>	\$	<b>7,000.00</b>	\$	-	\$	<b>7,000.00</b>
2731-697.15-801.002	SERVICE CONT	2,246.76	\$	(2,246.76)	\$	-	\$	5,586.57	\$	<b>5,586.57</b>
2731-697.15-835.001	HEALTH SERVI	1,268.29	\$	-	\$	<b>1,268.29</b>	\$	-	\$	<b>1,268.29</b>
2731-697.15-850.000	TELEPHONE	1,792.46	\$	-	\$	<b>1,792.46</b>	\$	(492.46)	\$	<b>1,300.00</b>
2731-697.15-850.001	CELL PHONES	429.62	\$	-	\$	<b>429.62</b>	\$	-	\$	<b>429.62</b>
2731-697.15-851.000	POSTAGE	216.84	\$	-	\$	<b>216.84</b>	\$	33.16	\$	<b>250.00</b>
2731-697.15-855.000	FACILITY COST	22,907.51	\$	-	\$	<b>22,907.51</b>	\$	-	\$	<b>22,907.51</b>
2731-697.15-913.003	TRAVEL REGUI	2,673.08	\$	-	\$	<b>2,673.08</b>	\$	10,950.35	\$	<b>13,623.43</b>
2731-697.15-913.008	TRAVEL WORK	13,703.59	\$	(2,753.24)	\$	<b>10,950.35</b>	\$	(13,703.59)	\$	<b>(2,753.24)</b>
2731-697.15-915.000	MEMBERSHIPS	3,110.60	\$	-	\$	<b>3,110.60</b>	\$	(2,490.60)	\$	<b>620.00</b>
2731-697.15-931.000	REPAIRS EQUI	2,759.21	\$	-	\$	<b>2,759.21</b>	\$	(759.21)	\$	<b>2,000.00</b>
2731-697.15-955.040	IN KIND CONTF	0.00	\$	-	\$	-	\$	178,808.00	\$	<b>178,808.00</b>
2731-697.15-932.001	REPAIRS VEHIC	266.59	\$	-	\$	<b>266.59</b>	\$	(266.59)	\$	-
2731-697.15-957.004	CONVENIENCE	372.43	\$	-	\$	<b>372.43</b>	\$	-	\$	<b>372.43</b>
2731-697.15-958.011	CENTRAL SERV	2,185.09	\$	-	\$	<b>2,185.09</b>	\$	(2,185.09)	\$	-
2731-697.15-958.014	CSA	13,133.00	\$	-	\$	<b>13,133.00</b>	\$	-	\$	<b>13,133.00</b>
2731-697.15-957.006	INTRAFUND EX	55,058.23	\$	-	\$	<b>55,058.23</b>	\$	(28,058.23)	\$	<b>27,000.00</b>

Budget		Pending B.A. (if any)		Total Budget		New B.A.Change		New Budget (after B.A.)	
2731-697.16-634.009	SENIOR CITIZ	233,457.54	\$ -	\$ 233,457.54	\$ (95,753.54)	\$ 137,704.00			
2731-697.16-672.001	MISC REVENUE	88.92	\$ -	\$ 88.92	\$ (88.92)	\$ -			
2731-697.16-674.029	LOCAL CONTR	60,107.59	\$ -	\$ 60,107.59	\$ 0.41	\$ 60,108.00			
2731-697.16-674.031	IN KIND CONTF	0.00	\$ -	\$ -	\$ 34,426.00	\$ 34,426.00			
2731-697.16-702.000	SALARIES & W.	97,916.94	\$ -	\$ 97,916.94	\$ (43,767.00)	\$ 54,149.94			
2731-697.16-704.000	SALARY TEMP(	0.00	\$ -	\$ -	\$ -	\$ -			
2731-697.16-709.000	SOCIAL SECUF	7,428.00	\$ -	\$ 7,428.00	\$ (1,850.94)	\$ 5,577.06			
2731-697.16-713.000	OVERTIME	2,792.30	\$ -	\$ 2,792.30	\$ 929.46	\$ 3,721.76			
2731-697.16-718.000	MEDICAL INSU(	1,826.07	\$ -	\$ 1,826.07	\$ 2,549.08	\$ 4,375.15			
2731-697.16-723.000	POST-RETIREM	1,394.40	\$ -	\$ 1,394.40	\$ 187.75	\$ 1,582.15			
2731-697.16-725.000	OPTICAL INSUF	14.55	\$ -	\$ 14.55	\$ 16.86	\$ 31.41			
2731-697.16-726.000	DENTAL INSUR	133.02	\$ -	\$ 133.02	\$ 212.19	\$ 345.21			
2731-697.16-727.000	LIFE HEALTH II	432.02	\$ -	\$ 432.02	\$ (112.06)	\$ 319.96			
2731-697.16-728.000	RETIREMENT	2,369.38	\$ -	\$ 2,369.38	\$ 234.99	\$ 2,604.37			
2731-697.16-729.000	WORKERS COI	1,889.94	\$ -	\$ 1,889.94	\$ (1,065.47)	\$ 824.47			
2731-697.16-730.000	UNEMPLOYMEI	194.20	\$ -	\$ 194.20	\$ (52.16)	\$ 142.04			
2731-697.16-752.000	SUPPLIES OTH	9,099.50	\$ (2,000.00)	\$ 7,099.50	\$ (2,000.00)	\$ 5,099.50			
2731-697.16-754.000	SUPPLIES OFF	600.00	\$ -	\$ 600.00	\$ -	\$ 600.00			
2731-697.16-759.002	GAS & OIL VEH	4,372.32	\$ -	\$ 4,372.32	\$ -	\$ 4,372.32			
2731-697.16-762.000	SUPPLIES FOO	126,460.14	\$ -	\$ 126,460.14	\$ (48,000.00)	\$ 78,460.14			
2731-697.16-765.000	SUPPLIES KITC	11,268.25	\$ -	\$ 11,268.25	\$ (583.88)	\$ 10,684.37			
2731-697.15-801.000	SERVICE CONT	0.00	\$ 7,000.00	\$ 7,000.00	\$ 7,833.33	\$ 14,833.33			
2731-697.16-801.002	SERVICE CONT	1,062.12	\$ (1,062.12)	\$ -	\$ (1,062.12)	\$ (1,062.12)			
2731-697.16-850.000	TELEPHONE	544.84	\$ -	\$ 544.84	\$ -	\$ 544.84			
2731-697.16-855.000	FACILITY COST	324.91	\$ -	\$ 324.91	\$ -	\$ 324.91			

2731-697.16-913.008	TRAVEL WORK	7,194.50	\$ (3,937.88)	\$ 3,256.62	\$ (3,937.88)	\$ (681.26)
2731-697.16-915.000	MEMBERSHIPS	368.69	\$ -	\$ 368.69	\$ -	\$ 368.69
2731-697.16-931.000	REPAIRS EQUI	383.41	\$ -	\$ 383.41	\$ -	\$ 383.41
2731-697.16-955.040	IN KIND CONTF	0.00	\$ -	\$ -	\$ 34,426.00	\$ 34,426.00
2731-697.16-957.004	CONVENIENCE	99.35	\$ -	\$ 99.35	\$ -	\$ 99.35
2731-697.16-958.014	CSA	3,091.00	\$ -	\$ 3,091.00	\$ -	\$ 3,091.00

2731-697.16-957.006	INTRAFUND EX	12,394.20	\$ -	\$ 12,394.20	\$ (5,374.20)	\$ 7,020.00
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8. If the actual cost is less than the amount in "Total," "COMPUTATION OF CONTRACT," the AAA and non-federal shares will be:

AAA Federal/State: 80% Local: 20%

4. Assuming satisfactory progress, adequate justification, and the availability of funds, the AAA share will meet:

\$ 852,936

i. Funds herein awarded will remain available during the length of the project period unless State/Federal funding to AAA is modified.

Other conditions: Program Income must be used to supplement the nutrition programs. GCCARD shall report all program income to VAAA and how the income was used to Supplement the nutrition programs.

**Spent +  
Encumbered    Remaining**

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\$	-	\$	715,232.00
\$	-	\$	-
\$	1,400.00	\$	14,858.00
\$	-	\$	178,808.00

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\$	4,296.75	\$	223,343.42
\$	195.82	\$	(195.82)
\$	350.18	\$	24,206.90

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\$ 118.19	\$ 9,854.79
\$ 362.32	\$ 677.04
\$ 59.69	\$ 10,948.63
\$ 3.92	\$ 5,071.69
\$ 38.33	\$ 51.12
\$ 45.26	\$ 914.25
\$ 238.26	\$ 689.15
\$ 209.27	\$ 7,578.96
\$ 23.55	\$ 5,451.97
\$ 2,800.00	\$ 200.00
\$ -	\$ 21,218.75
\$ 381,027.39	\$ (111,027.39)
\$ 130,967.20	\$ (80,967.20)
\$ -	\$ 7,000.00
\$ 7,833.33	\$ (2,246.76)
\$ -	\$ 1,268.29
\$ -	\$ 1,300.00
\$ -	\$ 429.62
\$ 250.00	\$ -
\$ -	\$ 22,907.51
\$ 973.14	\$ 12,650.29
\$ 973.17	\$ (3,726.41)
\$ 1,750.00	\$ (1,130.00)
\$ -	\$ 2,000.00
\$ -	\$ 178,808.00
\$ -	\$ -
\$ -	\$ 372.43
\$ -	\$ -
\$ 1,094.42	\$ 12,038.58

\$ - \$ 27,000.00

**Spent +  
Encumbered      Remaining**

\$	-	\$	137,704.00
\$	-	\$	-
\$	6,701.23	\$	53,406.77
\$	-	\$	34,426.00

\$	1,670.77	\$	52,479.17
\$	-	\$	-
\$	131.98	\$	5,445.08
\$	74.42	\$	3,647.34
\$	207.67	\$	4,167.48
\$	37.30	\$	1,544.85
\$	2.61	\$	28.80
\$	26.35	\$	318.86
\$	30.53	\$	289.43
\$	149.29	\$	2,455.08
\$	52.63	\$	771.84
\$	9.69	\$	132.35
\$	1,400.00	\$	3,699.50
\$	600.00	\$	-
\$	-	\$	4,372.32
\$	126,460.14	\$	(48,000.00)
\$	11,268.25	\$	(583.88)
\$	-	\$	14,833.33
\$	7,833.33	\$	(8,895.45)
\$	-	\$	544.84
\$	-	\$	324.91

\$	-	\$	(681.26)
\$	-	\$	368.69
\$	-	\$	383.41
\$	-	\$	34,426.00
\$	-	\$	99.35
\$	257.58	\$	2,833.42

\$      -      \$      7,020.00

GCCARD  
 SENIOR NUTRITION  
 MOBILE MEAL DRIVERS  
 WAGE INCREASE BUDGET

DRIVER	NOW	ROUTE	Hours 10/27-6/7
Bump, David	Foster, Matthew	19	1013.4
Cobb, Joi		1-OC	938.15
Open(Coleman)	Roland, Oliver	6	946.1
Fauss, Marie		4	505.6
Jones, Debra		7	250.4
Knott, Donkesha		8	521.3
Lowe, Heather		15	974
Mcghee Oliver		17	1133.85
Miller, TerriJean		2-OC	849.5
Taylor, Donna (Est)		13	29.5
Root, Ricky		4-OC	1122.6
Sanders, Sheila		5	1091.6
Thames, Robert		18	482.7
Wicker, Jera		14	998
Bishop, Krysten (Est)	Trice, Willie	10	53.7
Maranovich, David (New)		12	
Steve Huey (11)	Tubb, LaShundra	11	
Bowers, Tony	Cox, Michelle	15	

Steve Huey (11)	
Ben Williams (12)	
Douglas, Barbie	Ensure
Hambrick, Terry	Congregate
Crosby, Eunice	Congregate
Hervey, Steph	Congregate

Proj Hours YE	CURRENT RATE	PROP PAY	ADDTL AMT	NEW AMT	21%		0.0765	0.03
					FICA	WC .03		
1549.91	12.36	15	2.64	4091.75	313.02	122.75		
1434.82	12.36	15	2.64	3787.92	289.78	113.64		
1446.98	12.36	15	2.64	3820.02	292.23	114.60		
773.27	12.36	15	2.64	2041.43	156.17	61.24		
1085.07	12.36	15	2.64	2864.58	219.14	85.94		
1505.98	12.36	15	2.64	3975.78	304.15	119.27		
1489.65	12.36	15	2.64	3932.67	300.85	117.98		
1734.12	12.36	15	2.64	4578.09	350.22	137.34		
1299.24	12.36	15	2.64	3429.98	262.39	102.90		
1432.79	12.36	15	2.64	3782.57	289.37	113.48		
1716.92	12.36	15	2.64	4532.66	346.75	135.98		
1669.51	12.36	15	2.64	4407.50	337.17	132.22		
1394.47	12.36	15	2.64	3681.39	281.63	110.44		
1526.35	12.36	15	2.64	4029.57	308.26	120.89		
1432.79	12.36	15	2.64	3782.57	289.37	113.48		
1400	12.36	15	2.64	3696.00	282.74	110.88		
1400	12.36	15	2.64	3696.00	282.74	110.88		
1968		15						
				64130.47	4905.98	1923.91		

<b>Clients</b>	
<b>2731 VAAA</b>	163 23.0878%
<b>2733 Millage</b>	543 76.9122%
	<hr/> 706

0.002 UNEMP.002	TOTAL INCR	<b>Salary ANNUALIZED</b>	0.0765 FICA	0.03 WC .03	0.002 UNEMP.002
8.18	4535.71	\$ 23,248.59			
7.58	4198.91	\$ 21,522.26			
7.64	4234.49	\$ 21,704.65			
4.08	2262.93	\$ 11,599.06			
5.73	3175.38	\$ 16,276.00			
7.95	4407.15	\$ 22,589.67			
7.87	4359.36	\$ 22,344.71			
9.16	5074.81	\$ 26,011.85			
6.86	3802.13	\$ 19,488.53			
7.57	4192.97	\$ 21,491.85			
9.07	5024.46	\$ 25,753.76			
8.81	4885.71	\$ 25,042.59			
7.36	4080.82	\$ 20,917.00			
8.06	4466.78	\$ 22,895.29			
7.57	4192.97	\$ 21,491.85			
7.39	4097.02	\$ 21,000.00			
7.39	4097.02	\$ 21,000.00			
		\$ 29,520.00			
128.26	71088.62				
		\$ 393,897.66			



GENESEE COUNTY  
— MICHIGAN —

## **LEGISTAR SUBMISSION CHECKLIST\***

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

### **DOES THE PROJECT NEED A CONTRACT?**

**1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)**

Yes:  (Go to Question 2)

No:  (Go to Question 4)

**2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?**

Yes:  This project requires a contract, skip to the contracts section.

No:  (Go to Question 3)

**3) Has the vendor presented a document for the county to sign?**

Yes:

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No:

- Use a **Purchase Order** You do not need to complete the remainder of this form.

**4) Is this a request for services, an IT submission, or construction work?**

Yes:  This project requires a contract, skip to the contracts section.

No:  Contact Corporate Counsel office prior to submitting into Legistar.

## **CONTRACTS**

\* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. \* If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

**1) Is this a new contract or a renewal/extension?**

- Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- New Contract: Go to Question 2.

**2) How is the contract funded?**

- a. Budgeted or General Funds: \_\_\_\_\_ (Go to Question 3)
- b. Grant Funded: \_\_\_\_\_ (Go to Question 4)
- c. Millage Funded: \_\_\_\_\_ (Go to Question 5)

**3) What is the vendor providing?**

- a. Services:
  - Use the **Professional Service Contract Template** \_\_\_\_\_
- b. Construction/Physical Building Altercation/Remodel
  - If the contractor has not provided a proposed contract use the **Construction Contract Template** \_\_\_\_\_ If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

\* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. \*

**4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient**

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

**5) Is this a new contract/agreement?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

- a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?
  - If **yes**, use the template/previous agreement.
  - If **no**, contact Corporate Counsel regarding template/previous agreement.

**6) Is a contract that is not a County prepared contract being submitted for review?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

- a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

\* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.

**DESCRIPTION: Budget Amendment adjusting lines for NEW FY25 VAAA Award**

GL #	DESCRIPTION	Increase/(Decrease)
2731-697.15-634.009	SENIOR CITIZENS FOOD	(\$427,828.63)
2731-697.15-672.001	MISC REVENUE AND DONATIONS	(\$88.92)
2731-697.15-674.031	IN KIND CONTRIBUTION	\$178,808.00
2731-697.15-702.000	SALARIES & WAGES	(\$189,260.10)
2731-697.15-709.000	SOCIAL SECURITY	(\$7,069.06)
2731-697.15-713.000	OVERTIME	\$525.78
2731-697.15-718.000	MEDICAL INSURANCE	(\$6,735.48)
2731-697.15-723.000	POST-RETIREMENT BENEFIT	\$5,071.39
2731-697.15-725.000	OPTICAL INSURANCE	\$5,013.67
2731-697.15-726.000	DENTAL INSURANCE	(\$476.91)
2731-697.15-727.000	LIFE HEALTH INSURANCE	(\$879.89)
2731-697.15-728.000	RETIREMENT	(\$9,160.68)
2731-697.15-729.000	WORKERS COMPENSATION	(\$258.55)
2731-697.15-730.000	UNEMPLOYMENT	\$4,648.69
2731-697.15-752.000	SUPPLIES OTHER	(\$5,009.40)
2731-697.15-762.000	SUPPLIES FOOD	(\$111,974.12)
2731-697.15-765.000	SUPPLIES KITCHEN	(\$80,967.20)
2731-697.15-801.002	SERVICE CONTRACTS FEDERAL	\$5,586.57
2731-697.15-850.000	TELEPHONE	(\$492.46)
2731-697.15-851.000	POSTAGE	\$33.16
2731-697.15-913.003	TRAVEL REGULAR FEDERAL	\$10,950.35
2731-697.15-913.008	TRAVEL WORKSHOP FEDERAL	(\$13,703.59)
2731-697.15-915.000	MEMBERSHIPS	(\$2,490.60)
2731-697.15-931.000	REPAIRS EQUIPMENT FEDERAL	(\$759.21)
2731-697.15-955.040	IN KIND CONTRIBUTION	\$178,808.00
2731-697.15-932.001	REPAIRS VEHICLE FEDERAL	(\$266.59)
2731-697.15-958.011	CENTRAL SERVICES ALLOCATION	(\$2,185.09)
2731-697.15-957.006	INTRAFUND EXPENSE	(\$28,058.23)



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

File #: RES-2024-1408

Agenda Date: 12/4/2024

Agenda #: 2.

**To:** Charles Winfrey, Human Services Committee Chairperson

**From:** Pamela Coleman, GCCARD Director

**RE:** Authorization of a Request to Accept Round 2 Contract Amendment between the Valley Area Agency on Aging and the Genesee County Community Action Resource Department for Fiscal Year 2024

### **BOARD ACTION REQUESTED:**

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to accept the FY24 Round 2 contract amendment between the Valley Area Agency on Aging (VAAA) and the GCCARD Nutrition Services Program, with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

### **BACKGROUND:**

GCCARD has received notice from VAAA through the Aging and Adult Services Agency (AASA) of a Round 2 contract amendment which decreases funding for the FY24 Home Delivered and Congregate Meal Programs.

### **DISCUSSION:**

This request is for acceptance of the FY24 Round 2 amendment between VAAA and GCCARD. Through the Round 2 contract amendment, Home Delivered Meal Program funding will decrease from \$1,294,453.00 to \$1,123,171.00 and Congregate Meal Program funding will decrease from \$344,122.00 to \$320,654.00.

### **IMPACT ON HUMAN RESOURCES:**

There will be no impact on Human Resources.

### **IMPACT ON BUDGET:**

GCCARD will work closely with Fiscal Services to close out the FY24 contract award with VAAA as per the Round 2 amendment.

### **IMPACT ON FACILITIES:**

There will be no impact on Facilities and Operations.

### **IMPACT ON TECHNOLOGY:**

There will be no impact on Information Technology.

**CONFORMITY TO COUNTY PRIORITIES:**

This memorandum conforms to Genesee County's priority of Healthy, Livable, and Safe Communities and Long Term Financial Stability by ensuring that partnerships with local organizations to provide nutritious meals to seniors across Genesee County remain fruitful and programs are run efficiently and transparently.

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 the Genesee County Community Action Resource Department (GCCARD) to authorize entering into a Round 2 amendment to the contract between Genesee County and Valley Area Agency on Aging, said amendment detailing a decrease in funding for the Home Delivered and Congregate Meal Programs for Fiscal Year 2024, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the December 4, 2024 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract amendment on behalf of Genesee County.



GENESEE COUNTY  
— MICHIGAN —

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# VALLEY AREA AGENCY ON AGING

## NOTIFICATION OF CONTRACT AWARD

**\$ 1,448,825 – Round 2**

### TYPE OF CONTRACT OR ACTION

New  
 Renewal  
 Revision/Supplement to contract  
 Reinstatement of suspended project  
 Reinstatement of terminated project  
 Not Applicable

### FISCAL YEAR FROM WHICH FUNDS AWARDED

**FY 2024**

### SUBCONTRACTOR

NAME: Genesee County Community Action  
 Resource Department

ADDRESS: 2727 Lippincott Blvd.  
 Flint MI 48507

PHONE: (810) 235-3567

SERVICE AREA  Genesee County  Lapeer County  Shiawassee County

## PROJECT IDENTIFICATION NUMBER

**GCCARD - 2024**

### PROJECT YEAR OF THIS CONTRACT

**FY - 2024**

### INCORPORATION STATUS

**Public**

**TAX ID # 38-6004849**

### APPROVED PROJECT PERIOD

**FROM: 10/1/2023 TO: 9/30/2024**

### SUBGRANTEE

NAME: Valley Area Agency on Aging

ADDRESS: 225 E Fifth Street, Suite 200  
 Flint MI 48502

PHONE: (810) 239-7671

### CONTRACT SUMMARY

Service Category	
<b>1</b>	<b>Congregate Meals (includes <i>estimated</i> NSIP)</b>
<b>2</b>	<b>Home Delivered Meals (includes <i>estimated</i> NSIP)</b>

Amount	Clients	Units
<b>\$320,654</b>	<b>1,026</b>	<b>41,056</b>
<b>\$1,128,171</b>	<b>959</b>	<b>180,503</b>

### COMPUTATION OF CONTRACT

Services	Congregate Meals	Home Delivered Meals			
VAAA Share	<b>\$290,205</b>	<b>\$875,137</b>			
NSIP ( <i>estimated</i> )	<b>\$30,449</b>	<b>\$253,034</b>			
Required Local Match	Cash <b>86,841</b>	<b>23,580</b>			
	In-Kind <b>69,743</b>	<b>217,014</b>			
Estimated Program Income					
Total	<b>\$477,238</b>	<b>\$1,368,765</b>			
Other Resources	0	0			

IN ADDITION TO THE CONDITIONS CONTAINED ON THE FIRST PAGE OF THIS AGREEMENT,  
 FOLLOWING CONDITIONS SHALL APPLY TO THIS CONTRACT:

1. Unless revised, the amount in "VAAA Share", "COMPUTATION OF CONTRACT," will constitute a ceiling for the Area Agency on Aging participation in the approved cost.
2. The AAA share of APPROVED COST is earned only when the cost is accrued and the non-federal share of the cost has been contributed. The receipt of AAA funds (either through advance or reimbursement) does not constitute earning of these funds.

3. If the actual cost is less than the amount in "Total," "COMPUTATION OF CONTRACT," the AAA and non-federal shares will be:

AAA Federal/State: 80% Local: 20%

4. Assuming satisfactory progress, adequate justification, and the availability of funds, the AAA share will meet:

**\$ 1,448,825**

5. Funds herein awarded will remain available during the length of the project period unless State/Federal funding to AAA is modified.
6. Other conditions: Program Income must be used to supplement the nutrition programs. GCCARD shall report all program income to VAAA and how the income was used to Supplement the nutrition programs.

# VALLEY AREA AGENCY ON AGING

## CONTRACT

THIS CONTRACT, entered into on this 1<sup>st</sup> day of October, 2023 by the **Valley Area Agency on Aging** (herein after referred to as "VAAA", located in Flint Michigan

And

**Genesee County Community Resource Department**  
(hereinafter referred to as "SUBCONTRACTOR")

STATES AND WITNESSES THAT:

WHEREAS, VAAA has entered into a contract with the Bureau of Aging, Community Living, and Supports(ACLS BUREAU) of the State of Michigan for a grant for the planning and development of regional services to the aging within the counties of Genesee, Lapeer and Shiawassee, pursuant to Title III of the Older Americans Act of 1965, and Amendments of 1970, 1973, 1975 and 1978; and

WHEREAS, VAAA has accepted the Application for Project Contract Subcontractor to provide services to the aging in the target area(s) of:

GCCARD -2024

Submitted by the  
Genesee, Lapeer & Shiawassee County.

NOW, THEREFORE, the parties hereto mutually agree as follows:

### **1. SCOPE OF SERVICES**

Subcontractor agrees to perform in a manner satisfactory to the Valley Area Agency on Aging those services set forth in, including client eligibility, and abide by the specifications of, the Operational Guidelines & Standards. (Attachment A).

The Subcontractor will serve a minimum of:

<i>Service</i>	<i>Unduplicated Clients</i>	<i>Units of Service</i>
Congregate Meals	1,069	42,781
Home Delivered Meals	1,100	207,108

<i>Service</i>	<i>Low-Income Seniors</i>	<i>Minority Seniors</i>	<i>Frail/Disabled Seniors</i>
Congregate Meals	177	224	355
Home Delivered Meals	183	231	365

### **2. TIME OF PERFORMANCE**

A Subcontractor agrees to begin provision of services on 10/01/2023 and to continue to provide services until 09/30/2024

B The Project Period for which the Subcontractor shall be eligible to receive funds from VAAA is from 10/01/2023 to 09/30/2024

### **3. PROBATION, SUSPENSION, OR TERMINATION**

#### **A Probation**

- 1 When a subcontractor has failed to comply with the terms of a contract, VAAA may place the subcontractor operations on probation, in whole or in part.

- 2 VAAA may commence probation upon the Subcontractor's receipt of written notice of violations cited by VAAA.
- 3 The notice of probation shall contain reasons for probation, any corrective action required of the Subcontractor, the effective date, and must note the right of the Subcontractor to appeal the decision.
- 4 During the probationary period, the Subcontractor will receive reimbursement for expenses incurred as part of the contract.
- 5 If, during the probationary time frame, the Subcontractor does not comply with the corrective actions, suspension or termination may be elected.

**B Contract Suspension**

- 1 When a Subcontractor has failed to comply with the terms of the contract, VAAA may suspend support for the Subcontractor operations, in whole or in part. Support for any part shall automatically be terminated when it has been suspended for more than ninety (90) days.
- 2 To suspend Subcontractor operations, VAAA must notify the Subcontractor in writing of the action being taken, the reason(s) for such action, the effective date, and the conditions of the suspension. This notice must be given at least ten (10) days prior to the effective date of the suspension and must note the right of the subcontractor to appeal such decision.
- 3 Under extreme conditions (danger to older persons or improper use of funds), immediate notice of suspension may be given.
- 4 New obligations incurred by the Subcontractor during the suspension period will not be allowed unless VAAA expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Subcontractor could not reasonably avoid during the suspension period will be allowed if they result from obligations properly incurred by the Subcontractor before the effective date of the suspension and not in anticipation of suspension or termination.
- 5 In suspending contract operations, VAAA shall determine the amount of unearned funds the Subcontractor has on hand, anticipated length of suspension, the extent of operations suspended, and the amount of the fund balance on hand to determine whether VAAA should require the balance to be returned.
- 6 VAAA may reinstate the suspended contract operations if it determines conditions warrant such action. Such reinstatement shall be made by issuance of a new statement of award.
- 7 VAAA financial participation in reinstated contract operations may resume immediately upon reinstatement, but not for any costs incurred for those contract operations while they were suspended. The obligational authority unearned at the time of suspension may again become available for earning at previously-established matching ratio, unless VAAA reduces the amount of the contract.

**C Contract Termination**

- 1 For adequate cause, VAAA may terminate support for a contract prior to the end of an approved Project Period. Examples of cause for which the area agency may wish to terminate support are:
  - a. Availability of funds;
  - b. Subcontractor violates conditions under which the contract was approved;
  - c. Program performance is inadequate, as documented through the monitoring of visits;
  - d. Other resources are unavailable;
  - e. Assessment findings are inadequate for two (2) semi-annual assessments; and

- f. Suspension for more than three (3) consecutive months.
- 2 To terminate funding of a contract, VAAA must notify the Subcontractor in writing at least thirty (30) days prior to the effective date of termination and the reasons for such action. This notice must specify any reports to be completed, the right of the Subcontractor to appeal, and the procedures to be followed for the appeal.
- 3 Under extreme conditions, immediate termination may be completed (e.g., gross negligence, misappropriation of funds, etc., are considered extreme conditions.)
- 4 When financial support of a contract terminates on completion of the approved project period or earlier, the Subcontractor shall complete and submit a final project and financial report to VAAA by the date established by VAAA pursuant to the Subcontractor.
- 5 When a contract is terminated or completed, equipment and supplies purchased with budget funds must be disposed of, in accordance with procedures prescribed by 45 CFT, Part 74, Subpart O (74.139). Any funds realized from the sale of such equipment or supplies is an adjustment to the projected cost.
- 6 The Subcontractor may terminate the contract upon thirty (30) days written notice to VAAA at any time prior to the completion of the contract for adequate cause.
  - a. When the contract is concluded or terminated, the Subcontractor shall provide VAAA, within thirty (30) days after the conclusion or termination, with all financial, performance, and other reports required as a condition of the contract. VAAA shall make payments to the Subcontractor for allowable reimbursable costs not covered by the previous payments. The Subcontractor shall immediately refund to VAAA any payments or funds advanced to the Subcontractor in excess of allowable reimbursable expenditures.
  - b. The Subcontractor shall notify VAAA in writing if its intent to pursue a claim against VAAA for breach of any terms of the contract. No suit may be commenced by the Subcontractor for breach of the contract prior to the expiration of sixty (60) days from the date of such notification. Within this sixty (60) day period, the Subcontractor, at the request of VAAA, must meet with the Director of VAAA for the purpose of attempting resolution of the dispute.

#### **D Opportunity for Hearings**

In the event of contract probation, suspension, or termination, the Subcontractor may utilize the VAAA appeal hearing process. If the VAAA appeal hearing process has been completed, with the decision rendered in writing, Subcontractor may appeal the VAAA decision to ACLS BUREAU within thirty (30) days of receiving the written notification.

- 1 **Appeal Procedure.** Any party having the right to appeal shall submit a written request to appeal to the Director, Bureau of Aging, Community Living, and Supports(ACLS BUREAU), within 10 calendar days of receiving the written notice of adverse action by a grantee or arbitration. An appellant who receives an adverse ruling by an area agency policy board may appeal to arbitration or appeal directly to the state commission. Such appeal applications must certify that the appealing body has the endorsement of the governing body of the officially recognized entity. Included in the request will be a statement of the basis of the appeal in sufficient detail to permit an appropriate analysis. Failure to submit sufficient and relevant information or data could result in a decision by the Commission which is adverse to the appellant. The Director of ACLS BUREAU may recommend denial of a request under any of the following circumstances:
  - a. The request was not submitted within the time allowed.
  - b. The request was withdrawn by the appellant through written notice.
  - c. The Bureau of Aging, Community Living, and Supports(ACLS BUREAU) has determined that it lacks jurisdiction over the issue.
  - d. The appellant does not have the right to appeal.

Written notice shall be given to the appellant, by the Director of ACLS BUREAU, stating the reasons for denial

of the request, within 14 calendar days of the receipt of the appeal.

- 2 Upon receiving a recommendation from the Director to grant an appeal hearing, the Chairperson of the Michigan Commission on Services to the Aging shall appoint a panel to hear the appeal. The panel shall consist of no less than three (3) and no more than five (5) members. Panel members shall be selected from one or a combination of the following categories [see Rule 309(5)].
  - a. Commission members who are disinterested parties.
  - b. State Advisory Council members who are disinterested parties as defined in the Older Americans Act, P.A. 180, Section 4(2).
- 3 A hearing shall be scheduled no later than 30 calendar days after the request was received by the Bureau of Aging, Community Living, and Supports(ACLS BUREAU). A notice of hearing shall be mailed to the parties not less than 14 calendar days before the hearing date. This notice shall include:
  - a. Date, time and place of hearing.
  - b. Statement of issue being heard.
  - c. Request for submission of relevant information deemed necessary by the Commission.
  - d. Rules of conduct for the hearing.
  - e. Rights of the party.
- 4 The Michigan Commission on Services to the Aging may dismiss an appeal under any of the following circumstances:
  - a. The request is withdrawn by the appellant through written notice before a final decision is issued.
  - b. The appellant fails to appear, or to be represented, at the scheduled hearing without a request for delay or postponement.

Written notice will be given by the Director to the appellant stating the reasons for dismissal.

- 5 During the hearing procedures, the parties shall be given an opportunity to present oral and written arguments on pertinent issues, to bring witnesses, to present evidence, and to question any testimony or evidence including cross-examination of witnesses.
- 6 Upon completion of the hearing, the Hearings Panel will develop a written finding of facts and recommendations to be presented to the Michigan Commission on Services to the Aging (MCSA) at its next regularly-scheduled meeting. The MCSA will make the final decision regarding the appeal. A decision will be rendered within 60 days of completion of the hearing.
- 7 Written notice of the decision will be provided to all parties, by the Director, within seven (7) calendar days of Commission action regarding the decision.
- 8 Decisions made by the Commission on Services to the Aging, in accordance with this procedure, shall be the final agency decision.
- 9 Appeals Beyond Commission Action. The appellant may elect to file suit in a Circuit Court if the requested relief has not been granted through the above administrative appeal process [Rule 615(b).]

#### **4. CONTRACT AMENDMENTS**

- A This contract contains all terms and conditions agreed upon by the parties; no other understanding, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or bind any of the parties hereto.
- B Material changes which substantially affect the character of this contract shall be subject to approval of the Valley Area Agency on Aging. Such substantive changes shall include:

- 1 Significant changes in the project objectives, including projections of clients or units;
- 2 Any addition of a new service category or deletion of an existing service category;
- 3 A change in the cost-sharing ratio or a change in the type of match;
- 4 A change in the project period and budget year dates;
- 5 A budget transfer of more than twenty (20) percent or \$1,000, whichever is greater, from any single approved service category;
- 6 Supplemental awards; and/or
- 7 Other changes, as specified by VAAA policy.

C If, for any cause, alterations or changes take place in the rules, regulations, laws, or policies to which VAAA must comply, or if there is any termination or reduction in the allocation funds provided to VAAA, the VAAA shall have the right to terminate or reduce the amount paid to the Subcontractor. Termination or reduction in the amount to be paid shall take effect immediately upon receipt of written notice to the Subcontractor, unless a different effective date is specified in the notice. A copy of policy, law, rule and regulation changes shall be provided to the Subcontractor upon request.

D Minor administration revisions made for the purpose of facilitating implementation of the project shall not require approval of the VAAA; however, Subcontractor agrees to submit such proposed revisions to VAAA with necessary justification and documentation. Requests for budget line item transfers within a service category, or a budget transfer of less than twenty (20) percent, or \$1,000, whichever is greater, in a service category should be viewed as administrative revisions, and VAAA shall be notified.

## 5. **REPORTS AND INFORMATION**

A **Fiscal Records.** Subcontractor agrees to keep all necessary accounting records, journals, lodgers, etc., as may be required for the accurate accounting of all monies received and disbursed by it, as well as all matching local and in-kind funds received by it. It is understood and agreed by the Subcontractor that these records may be inspected and audited at any time VAAA deems necessary, in accordance with federal laws and regulations.

B **Program Records.** Subcontractor agrees to keep accurate records of all services performed in accordance with the requirements of VAAA and to use such forms and systems as VAAA may specify for the accurate and efficient performance and accounting of services and the assimilation of essential data and to make available to VAAA such records and reports as may be required by VAAA.

C **Examination and Maintenance of Records.** The Subcontractor shall permit VAAA, ACLS BUREAU, AoA, the Department of Health and Human Services, the Comptroller General of the United States, or any of their authorized agents access to any books, documents, papers or other records of the Subcontractor which are pertinent to the contract, in order to make audit examination, excerpts or transcripts so long as such is in conformity with the Privacy Act of 1974.

- 1 Access shall also be granted to the facilities being utilized at any reasonable time to observe the operation of the program. The Subcontractor shall retain all books, records, or other documents relevant to the contract for three (3) years after final payment, at Subcontractor's cost, and federal auditors and any persons duly authorized by VAAA shall have full access to and the right to examine and audit any of the material during this period. If an audit is initiated prior to the expiration of the three (3) year period and extends past that period, all documents shall be maintained until the audit is completed. VAAA shall provide findings and recommendations of audits to the Subcontractor.

- 2 VAAA shall adjust future payments or final payment if the findings of the audit indicate overpayment to the Subcontractor in the period prior to the audit. If payments are due and owing VAAA, the Subcontractor shall immediately refund all amounts which may be due VAAA. If a contract is terminated, and after final payment and audit, the Subcontractor received overpayment, the Subcontractor shall immediately refund all amounts due VAAA.
- D Subcontractor agrees to deliver to VAAA reports which shall include, but not be limited to:
  - 1 A project **monthly report**, completed and delivered to VAAA staff by the tenth (10<sup>th</sup>) calendar day of each month, which shall contain output measure data and other monthly information requested for the preceding calendar month. The specific information to be given and format to be used shall be determined by VAAA staff. VAAA staff shall have the right to modify the specific information requirements and/or format as long as such modifications are reasonably within the scope of the project and the contracted cost base and as long as the Subcontractor is notified one (1) month in advance of the due date of the reports.
  - 2 A project **quarterly report**, completed and delivered to VAAA staff within ten (10) days following the last day of each quarter. The specific information to be given and format to be used shall be determined by VAAA staff. VAAA staff shall have the right to modify the specific information requirements and/or format as long as such modifications are reasonably within the scope of the project and the contracted cost base and as long as the Subcontractor is notified one (1) month in advance of the due date of the reports.
  - 3 A **cash request**, constructed and delivered to VAAA staff by the tenth (10<sup>th</sup>) calendar day of each month.
  - 4 A quarterly **financial report**, constructed and delivered to VAAA staff by the tenth (10<sup>th</sup>) calendar day following the last day of each quarter.
  - 5 The following information, at a minimum, shall be available for the assessment reports prepared by VAAA staff:
    - a. A description of significant project activities, problems and results during the preceding quarter.
    - b. A description of the extent of the involvement of senior citizens in the administration and operation of the project and efforts undertaken to promote the project and increase senior citizen participation.
    - c. A description of any significant changes in the Subcontractor's organization, operating procedures, or coordination with other agencies that resulted from the project.
    - d. A statistical description of participation/beneficiary characteristics, including age, sex and race.
  - 6 Any additional reports as deemed necessary by VAAA shall be made and submitted by Subcontractor upon request.

## 6. **CONFIDENTIALITY**

- A The use or disclosure of information concerning services, applicants, or recipients obtained in connection with the performance of this contract shall be restricted to purposes directly connected with the program implemented by this contract, as required by 1321.19(1) of the Privacy Act of 1974. The Subcontractor shall report client information to VAAA, and VAAA shall have access to the files, as necessary, to monitor and administer programs so long as access is in conformity with the Privacy Act of 1974.
- B Information about or obtained from an individual and in possession of the Subcontractor providing services to such an individual shall not be disclosed without the individual's informed written consent. Referrals to other agencies providing services must also have the individual's informed written consent.

## 7. **WORKER'S COMPENSATION INSURANCE**

A The Subcontractor will provide worker's compensation insurance where the same is required, and shall accept full responsibility for payment of unemployment compensation premiums for worker's compensation and social security, as well as all income tax deductions and any other taxes on payroll deductions required by law for the employees who are performing services specified by this Agreement.

## 8. **INSURANCE COVERAGE**

A Each program shall have sufficient insurance to indemnify loss of federal, state, and local resources due to casualty, fraud or employee theft. All buildings, equipment, supplies, and other property purchased in whole or in part with funds awarded by the Older Americans Act are to be covered with sufficient insurance to reimburse the program for the fair market value of the asset at the time of loss. The Subcontractor shall list VAAA to receive the certificate of insurance showing the limits of liability, policy dates and insurance carriers and any coverage changes directly from the insurance company. Please note: Failure to provide certificate will result in a reduction in payment to reimburse VAAA for General Liability and Worker's Compensation premiums. Failure to maintain continual insurance coverage for the term of the contract may be grounds for immediate termination of the contract.

The following insurances are REQUIRED:

- a. Worker's compensation
- b. Fidelity bonding (for persons handling cash)
- c. Auto Liability Insurance (for agency owned vehicles or those persons who use privately owned vehicles for agency business)
- d. Insurance to protect the contracted service provider from claims against or contracted service provider drivers and/or passengers,
- e. Public Officials Self-Insured Retention (VAAA listed to receive insurance certificate and coverage changes directly from the insurance company)
- f. Personal Liability Insurance
- g. General liability (VAAA listed to receive insurance certificate and coverage changes directly from the insurance company)

The following insurances are recommended for each contracted service provider:

- Insurance for Board members and officers,
- Umbrella liability; and
- Special multi-peril.

Subcontractors utilizing assignees or subcontractors to perform work must first obtain prior written approval from VAAA as required by Section 16(J) of this Agreement. Additional insurance waivers are needed if Subcontractor utilizes assignees or subcontractors. Subcontractors must ensure that assignees or subcontractors have the appropriate licensures, insurances and/or certificates. Failure to comply with any of these provisions may result in the termination of the contract.

## 9. **ARBITRATION**

A Covered Claims/Exclusive Procedure. Any and all disputes, controversies or claims arising out of or in connection with or relating to this Agreement or any breach or alleged breach thereof, and any claim that VAAA or SUBCONTRACTOR violated any state or federal statute, Michigan common law doctrine, or committed any tort with respect to this Agreement, shall be made in writing and mailed to the VAAA or SUBCONTRACTOR. However, this agreement to arbitrate does not apply to those matters subject to the hearing process outlined in Section 3 of this Agreement.

B Notice. Either party must provide notice to the other party within a reasonable period of time, but in no event

later than six (6) months from the date it should reasonably have been aware of the circumstances giving rise to the dispute, controversy, or claim. If the dispute involves a federal statutory claim, notice shall be given within the applicable statutory period of limitations. Notice shall be sent by certified mail to the address listed for each party on the first page of this Agreement, unless prior notice is provided, in writing, to submit such notices to a different address.

**C Mediation.** After notice to arbitrate is served, the parties agree to meet and make reasonable effort to resolve any such disputes, controversies, or claims informally. Such efforts must include mediation before either party may demand to schedule an arbitration hearing. If, despite reasonable effort by the parties, VAAA or SUBCONTRACTOR are unable to resolve the disputes, controversies, or claims, upon the request of the party involved, they may be submitted to and settled by arbitration in the State of Michigan in accordance with this provision.

**D Representation, Discovery, and Subpoena Rights.** Each party may be represented by an attorney or another representative of their choice. Each party may conduct pre-hearing discovery in the time and manner provided by the then-applicable Michigan Court Rules. Each party may subpoena witnesses and documents relevant to the dispute.

**E Designation of Witnesses.** The parties must exchange lists of witnesses, including any experts, and copies of all exhibits intended to be used at the arbitration hearing at least thirty (30) days before the arbitration hearing, or at a time to which the parties otherwise agree.

**F Procedure.** The parties shall mutually select a neutral arbitrator who is licensed to practice law in the State of Michigan. If the parties cannot reach an agreement, the arbitrator will be selected by the Genesee County Circuit Court. The arbitration hearing shall take place in or near Flint, Michigan. The arbitrator's decision will be final and conclusive. The arbitration will be held in accordance with the procedures adopted by the arbitrator. The arbitrator shall apply any applicable state or federal laws.

The arbitrator shall have no power to add to, subtract from, or alter the policies and procedures of the Employer, or other terms of the employment relationship, and shall render a written decision, within sixty (60) days after the conclusion of the arbitration hearing, setting forth findings of fact and conclusions of law only as to the claims or disputes at issue.

**G Record Of Proceedings; Post-Hearing Brief.** Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of proceedings. Either party, upon request at the close of the hearing, may file a post-hearing brief, with the filing date being set by the arbitrator.

**H Damages, Fees and Costs.** This arbitration procedure does not waive or limit any statutory damages to which a party claims they are entitled. The parties shall share the costs of the arbitrator. Each party will post appropriate security for its portion of the arbitrator's fee, in an amount and manner determined by the arbitrator, ten (10) days before the first day of the hearing. Each party shall pay for its own costs and attorney's fees. However, if any party prevails on a statutory claim that entitles the prevailing party to attorney's fees, the arbitrator may award reasonable fees to the prevailing party.

**I Award.** An arbitrator's award pursuant to this agreement shall be final and conclusive upon the parties. The arbitrator's decision may be confirmed, vacated, or appealed, only as provided in the Michigan Uniform Arbitration Act.

**J Severability.** The invalidity of all or part of any Paragraph or Section of this Agreement shall not invalidate the remainder of this Agreement, or the remainder of any Paragraph or Section not invalidated, unless the elimination of such Paragraph or Section substantially defeats the intent and purpose of the parties.

**K Law of Michigan.** This Agreement shall be governed by and construed under the laws of Michigan.

## **10 EQUIPMENT PURCHASES AND TITLE**

A The Subcontractor agrees to conform to applicable provisions of Title III, Part B, of the Older Americans Act and Title 45 of the Code of Federal Regulations, Part 74, Administration of Grants, August 2, 1978 (Subpart O Property) in the acquisition, transfer, replacement, or disposition of real property, equipment, or supplies. Per Title 45 of the Code of Federal Regulations, Part 74, Administration of Grants, August 2, 1978, Subpart O, for items of equipment having a unit acquisition cost of \$1,000 or more, the granting agency shall have the right to require transfer of the equipment (including title) to the federal government. All equipment and literature used for the above funded programs shall be marked "Paid for with funding from Valley Area Agency on Aging (VAAA) and the Offices of Services to the Aging (ACLS BUREAU)".

## **11. LIMITS OF LIABILITY**

A 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 and management decisions, to be carried out by the Subcontractor in the performance of this Contract, shall be the responsibility of the Subcontractor, and not the responsibility of the VAAA or ACLS BUREAU, if the liability, loss or damage is caused by, or arises out of, the action or failure to act on the part of the Subcontractor or anyone directly or indirectly employed by the Subcontractor, provided, however, that nothing herein shall be construed as a waiver of any governmental immunity by the Subcontractor or its employees as provided by statute or court decisions.

B All liability of 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 VAAA and ACLS BUREAU in the performance of this Contract shall be the responsibility of the VAAA and ACLS BUREAU and not the responsibility of the Subcontractor if the liability, loss or damage is caused by, or arises out of, the action or failure to act on the part of any VAAA and ACLS BUREAU employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity.

C In the event that liability to third parties, loss or damage arises as a result of activities conducted jointly by the Subcontractor and the VAAA and ACLS BUREAU in fulfillment of their responsibilities, under this Contract, such liability, loss or damage shall be borne by the Subcontractor and the VAAA and ACLS BUREAU 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 State of Michigan, its agencies, the VAAA and ACLS BUREAU or their employees, or the Subcontractor or its employees as provided by statute or court decisions.

## **12 COMPENSATION AND METHOD OF PAYMENT**

### **A Compensation**

1 VAAA agrees to pay the Subcontractor up to the amount of \$ 1,628,551  
\$ 334,122 (Three Hundred Thirty-Four Thousand One Hundred Twenty-Two Dollars – for Congregate Meals  
\$ 1,294,429 (One Million Two Hundred Ninety-Four Thousand Four Hundred Twenty-Nine Dollars – for  
Home Delivered Meals)  
full and complete compensation, for the Subcontractor's costs and expenses incurred, as applicable, to  
provision of services under this contract, for the period of 10/01/2023 through 09/30/2024

2 Subcontractor agrees that VAAA may initiate fiscal audit and review at the end of the first three (3) month period of the term of this contract and at the end of each subsequent three (3) month period to determine actual project cost and effectiveness of services provided under this contract by Subcontractor. In the event such audit and review indicates irregularities, inequities, or failure to perform in accordance with this contract, this contract will become subject to renegotiation within ten (10) days after completion of audit and review.

- 3 VAAA will have the right to withhold funds or to void this contract in its entirety should Subcontractor be unable or unwilling to correct such irregularities, inequities or performance failures, as revealed by the audit and review upon its giving thirty (30) days written notice of its intention to do so.
- 4 It is further expressly understood and agreed that no sums paid by VAAA to Subcontractor under this contract will be used in any manner or to purchase any services or to satisfy any debts not specifically incurred as a result of services performed under this contract within the period this contract is in effect.
- 5 Donations and other income generated by the delivery of services shall be considered program income. Funds generated under program income are to be retained by the Subcontractor and used in accordance with the additive alternative. Under this alternative, all program income accrued by a Subcontractor is to be used for allowable costs of the project or program through which it was generated to increase or expand the services offered during the contractual period.
- 6 VAAA may suspend or terminate payment, in whole or in part, for cause by giving written notice to Subcontractor by registered mail, return receipt requested, at least ten (10) calendar days in advance of such suspension, specifying the reason or reasons therefore.
  - a. It is further understood and agreed that the Subcontractor shall receive compensation, as herein provided, for all work satisfactorily completed prior to the expiration date of the contract.
  - b. Cause for non-compensation may include any of the following:
    - 1 Ineffective or improper use of funds;
    - 2 Failure to comply with provisions or covenants or obligations of this contract;
    - 3 Submittal of reports to VAAA which are incorrect or incomplete in any material respect or failure to submit timely reports, as required under this contract; or
    - 4 If, for any reason, the carrying out of this contract is rendered improbable or nonfeasible, as determined by VAAA or the Bureau of Aging, Community Living, and Supports(ACLS BUREAU).

#### **B Method of Payment**

- 1 Complete, correct monthly cash request received by VAAA staff by the due date, the Subcontractor will be reimbursed for the amount of monies requested or the number of units served in the program operation during the preceding month. This will be done no later than thirty (30) days after the receipt of reports and sooner, if at all possible. The Valley Area Agency on Aging fiscal year begins October 1st and ends September 30<sup>th</sup>. Therefore, to receive payment for a current year's services, **ALL BILLING MUST BE SUBMITTED BY NOVEMBER 1st FOLLOWING THE END OF THE FISCAL YEAR, NO EXCEPTIONS.**
- 2 Where the Subcontractor has satisfied VAAA staff that it is financially unable to perform its obligations under the contract on a reimbursement basis, VAAA may permit such a Subcontractor to be compensated through the following advance payment method: Within ten (10) days after execution of the contract, the Subcontractor shall submit to VAAA staff a detailed forecast of expenses expected to occur in the first month. After the initial advance, all other payments will be made on reimbursement basis. Every expenditure transacted with said advance funds shall be documented in the same manner as is required by VAAA staff for release or disbursement of reimbursement funds. Such documentation shall be delivered to VAAA staff before any further requisition for advance funds shall be considered.
- 3 No money under this contract shall be disbursed except upon receipt of the monthly cash request and specifications of performance which shall include such information and documentation thereof as VAAA staff shall require and shall specifically satisfy those requirements set out in this contract and with regard to accounting and fiscal matters to the extent they may be applicable.

- 4 VAAA shall make all payments payable to the Subcontractor for deposit only to such bank account as the Subcontractor shall designate to VAAA staff prior to the payment of any sums to the Subcontractor under this contract.
- 5 VAAA shall maintain accurate and current records of the payments made and the sources of such payments.
- 6 The Subcontractor and VAAA shall be responsible for fiscal planning to detect over or underspending for implementation of reprogramming funds. Accurate fiscal reporting should coincide with the budget developed. The budget should be well planned so it can be used as a guide for spending.
- 7 Any funds received in excess of expenditures under the contract must be rebudgeted by the program, with VAAA approval. Such funds may be used either to expand the number of units of service to be provided or to enhance the provider's ability to operate under the contract. Final reimbursement for any fiscal year may be reduced to ensure compliance with this requirement. This provision is to support the intent of the Older Americans Act and the Michigan Nonprofit Corporation Act to have grant funds and program income be used for expansion of service operations. A nonprofit organization may earn profit under such a contract. However, revenue in excess of expenditures must be used by the organization to maintain or expand the service program.
- 8 Reprogramming will be considered by VAAA when underspending is at least ten (10) percent below the planned expenditures for the period.

**C Maximum Compensation**

- 1 It is expressly understood and agreed that in no event will the total amount be paid to Subcontractor by VAAA for all services to be performed under this contract budget exceed the maximum sum of \$ 1,628,551
- 2 The amount paid to Subcontractor by VAAA shall not exceed eighty percent (80%) of the total contract, which shall not include resources designated in the budget as "Other Resources."

**13 AVAILABILITY OF FUNDS**

VAAA's payment of funds for purposes of this contract is subject to and conditional upon the availability of funds for such purposes, being federal and/or state funds. VAAA may terminate this contract immediately upon written notice to the Subcontractor at any time prior to the completion of the terms of this contract if funding becomes available.

**14 SEVERABILITY OF PROVISIONS**

If any provision of this contract is held invalid, the remainder of this contract shall be unaffected thereby, if such remainder would then continue to conform to the terms and requirements of applicable laws.

**15 NOTICES**

Notices and communications under this contract shall be sent by First Class mail to VAAA, addressed to:

Valley Area Agency on Aging  
225 E Fifth Street, Suite 200  
Flint MI 48502

**16 ASSURANCES**

These assurances are required by the Bureau of Aging, Community Living, and Supports(ACLS BUREAU) to be a part of any and all Area Agency on Aging contracts.

**A Environment**

- 1 Site meets minimum standards of local building, fire and health departments.
- 2 Site is reasonably accessible to public transportation, if available.
- 3 Site is accessible and relatively free of both physical and psychological barriers.
- 4 Site has adequate space and equipment for the proposed program.
- 5 Facility is properly licensed, if a license is required, for the services offered by the site.
- 6 Subcontractor agrees to comply with the intent and purpose of Section 504 of the Rehabilitation Act of 1973 and the Federal Regulations (45CFR, Part 84), issued pursuant thereto. Subcontractor further agrees to comply with the Michigan Commission on Aging barrier-free policies and instructions issued pursuant by ACLS BUREAU.

**B Sponsor Goals**

- 1 The program and activities of the Subcontractor serve to lessen isolation of the elderly and to maintain their independence in the community.
- 2 Subcontractor shall utilize a standard client intake procedure approved by VAAA for all services established and maintained.
- 3 Subcontractor shall not use a means test to deny or limit services to older persons, unless specifically required by state law or federal legislation.
- 4 Subcontractor shall assume the responsibility for affording the opportunity to older persons to contribute all or part of the costs of services provided. Each older recipient shall determine, without coercion, what he or she is able to contribute toward the cost of the services.
  - a No older person shall be denied a service because of failure to contribute all or part of the cost of such services. Suggested contribution schedules shall in no case be used to determine the eligibility of Title III funded services.
  - b Subcontractor shall accept client contributions in such a way as to protect the privacy of each older person with respect to his/her contribution.
  - c The procedure utilized in the collection of contributions shall provide for the safe handling and accurate accounting of all funds. Subcontractor shall provide VAAA with a written statement on the procedure used.
- 5 Subcontractor shall have a grievance procedure established to address complaints of individual recipients.
- 6 The Subcontractor has a commitment to identify participant needs and establish linkages for delivery of needed services.
- 7 The Subcontractor will demonstrate effective planning for progressive program maintenance through its own resources.
- 8 Subcontractor must publicize services to all potential referral sources. Subcontractor shall ensure that referral agencies are provided with the minimum eligibility criteria per service to satisfactorily refer clients.

**C Staffing**

- 1 The Subcontractor is willing to employ staff who reflect the makeup of the primary service population.
- 2 The Subcontractor will not discriminate in its employment policies as to race, age, or sex, but will, as appropriate, reach out to employ people age 60+.
- 3 The Subcontractor will provide supervision for the proposed program, specify supervisory responsibilities, and the amount of time to be allocated to such responsibilities.
- 4 The Subcontractor's personnel policies are compatible with those of the local government and, where applicable, of the state, as well as federal government. Contractors which are local public agencies and have some or all of the responsibilities for planning, coordination, administration, and evaluation, shall apply the Merit System Standards (45 CFR, Part 70). These Contractors shall also comply with E.O. 11246, the Copeland Act, the Davis-Bacon Act, and/or the Contract Work Hours and Safety Standards Act.
- 5 Bilingual personnel must be available in areas where non-English or limited English-speaking persons constitute five percent (5%) of the senior population or number 1,000 seniors, whichever is less. Each program shall provide, or have access to, multi-lingual staff in order to interpret for persons with Limited English Proficiency (LEP) at no cost to the client, and shall translate written documents to reflect LEP as part of its overall language assistance program.

**D Training**

- 1 The Subcontractor will include its staff in appropriate orientation and training programs as given by VAAA.
- 2 The Subcontractor is willing to include staff of VAAA in its own orientation and training programs.

**E Evaluation**

- 1 The Subcontractor will assist VAAA in reporting and/or research requirements.
- 2 The Subcontractor will use those official forms required by VAAA to provide data on the proposed programs. Such data may include records of service provided, monies received from participants, attendance, etc.
- 3 The Subcontractor shall assist VAAA in conducting assessments of contract compliance and program progress.
- 4 The Subcontractor will allow inspection and audit of records to the supported program, in accordance with Federal and State regulations.
- 5 The Subcontractor shall conduct quality service reviews to ensure, at minimum, services are being delivered as ordered and to ensure participant satisfaction with the quality of services. Such reviews will be conducted on a semi- annual basis, at minimum. The subcontractor shall forward a report containing the results of said reviews to VAAA on a semi-annual basis.

**F Inter-Agency Relations**

- 1 The Subcontractor will not be in conflict with the stated goals and policies of VAAA.
- 2 The Subcontractor will maintain effective liaison with VAAA to ensure maximum benefits of the program to those aged with the greatest social economic need.
- 3 Subcontractor shall cooperate in the AAA's efforts to coordinate services among service providers.
- 4 The Subcontractor will permit designated staff of VAAA to participate ex-officio in Advisory Councils, community groups, and committees created for and specifically relating to the proposed program.

**G Public Relations**

- 1 The Subcontractor is willing to participate in program promotion through the various news and public information media and to utilize means of publicity most effective in reaching those in greatest economic and social need.
- 2 Any book, reports, pamphlets, papers, articles, films, slides, or other materials, based on activities specified herein shall contain an acknowledgement of support of funds through the Valley Area Agency on Aging, with the following statement, or one of similar substance: "This service is funded by the Valley Area Agency on Aging, under authority of Title III of the Older Americans Act and in compliance with Title VI of the Civil Rights Act."
- 3 VAAA, ACLS BUREAU and HHS reserve the option to receive, free of charge, up to three (3) copies of any publication published as part of the contract.
- 4 Where activities under the contract result in a book or other copyrighted material, the author is free to obtain a copyright, however, HHS, ACLS BUREAU and VAAA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, all such materials.

**H Disclosure of Information**

Subcontractor shall submit to VAAA all information that discloses names of persons with an ownership or controlling interest in the Subcontractor, part business transactions, and certain other disclosing entities. Further, the Subcontractor shall disclose whether any persons with an ownership or controlling interest in the Subcontractor have been convicted of a criminal offense, related to their involvement in any programs under Titles III, XVII, XIX, or XX of the Social Security Act since the inception of these programs. VAAA may immediately terminate this contract if the Subcontractor does not comply with these requirements.

**I Compliance with Civil Rights, Other Laws**

- 1 Each party to this Contract covenants that it will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges or employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, 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 nondiscrimination assurances from any subcontractor who may be used to carry out duties described in this Contract. Breach of this covenant shall be regarded as a material breach of this Contract.
- 2 Further, the Subcontractor shall comply with all other federal, state, or local laws, regulations, and standards, and any amendments hereto, as they may apply to the performance of the contract.
- 3 The Subcontractor shall not refuse to provide services for the reasons mentioned above.
- 4 Elderly members of the Native American tribes and organizations in the greatest economic or social need within the Subcontractor's service area will receive funded services equivalent to the services to be received by non-Native American elderly residents.
- 5 The Subcontractor shall ensure that no person over the age of 60 is denied participation in services on the grounds of race, color, or national origin, and shall otherwise ensure compliance with Title VI of the Civil Rights Act of 1964.
- 6 The Subcontractor shall clearly post signs at locations where services are delivered, in English and other languages, as may be appropriate, indicating non-discrimination in hiring, employment practices, and provision of services.

- 7 Subcontractor certifies that it is not suspended or debarred nor are its principals suspended or debarred from Federal Procurement or Non-procurement Programs.

J Subcontracts

- 1 The Subcontractor shall not assign the contract or enter into subcontracts to the contract with additional parties without obtaining prior written approval of VAAA.
- 2 Assignees or subcontractors shall be subject to all conditions and provisions of the contract.
- 3 The Subcontractor shall be responsible for the performance of all employees, agents, assignees and subcontractors; however, VAAA shall be able to monitor and assess.

**ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975.**

**Genesee County Community Resource Department**

*Provider Agency*

The Provider Agency which receives funds from the Michigan Department of Community Health, provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts, or other Federal financial assistance from the Department of Health and Human Services.

**THE PROVIDER AGENCY HEREBY AGREES THAT IT WILL COMPLY WITH:**

- 1 Title VI of the Civil Rights Act of 1964 (Pub. L.88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.
- 2 Section 504 of the Rehabilitation Act of 1973 (Pub.L.93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.
- 3 Title IX of the Educational Amendments of 1972 (Pub.L.92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services, (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.
- 4 The Age Discrimination Act of 1975 (Pub.L.94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.

The Provider Agency agrees that compliance with this assurance constitutes a condition of continued receipt of Federal Financial assistance, and that it is binding upon the Provider Agency, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Provider Agency by the Department, this assurance shall obligate the Provider Agency, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Provider Agency for the period during which it retains ownership or possession of the property. The Provider Agency further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person or persons whose signature(s) appear(s) on the signature page is/are authorized to sign this assurance, and commit the Provider Agency to the above provisions.

Form

HHS-690(05/97)

**Attachment A**

**Business Associate Agreement**

**Recital of Defined Terms**

“Business Associate” shall mean “VAAA,” as identified in the initial page of this Contract.

“Privacy Rule” shall mean the standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

“Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from on behalf of the Department.

“Required by Law” shall have the same meaning as the term “required by law” in 45 CFR 164.501.

“The Department” shall mean “Subcontractor,” as identified in the initial page of this Contract.

**Whereas**, Business Associate may have access, in the course of administering this Contract, to records that contain individually identifiable protected health information (“PHI”) as defined by §164.501 of the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 through 164.

**Whereas**, The Department, in order to meet its obligations to comply with the privacy and security regulations promulgated under Title II, Subtitle F, §§ 261-264 of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the administrative regulations issued by the Department of Health and Human Services (“DHHS”) as found in 45 C.F.R. Parts 160 through 164 (hereafter the Privacy Rule) seeks reasonable assurances from Business Associate that Business Associate will implement and/or maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the integrity and confidentiality of all protected health information it receives or possesses from the Department.

**Whereas**, Business Associate, in order to meet the Department’s HIPAA and Privacy Rule requirements, agrees to and will provide such reasonable assurances and further asserts that it has or will implement and/or maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the integrity and confidentiality of all protected health information that it receives or possesses from the Department.

**Whereas**, Business Associate further agrees to and will protect all protected health information against reasonably anticipated threats or hazards to the security or integrity of the information and unauthorized uses or disclosures of the information.

**NOW, THEREFORE**, the parties agree as follows:

- 1 BUSINESS ASSOCIATE does hereby assure the Department that BUSINESS ASSOCIATE will appropriately safeguard protected health information made available to or obtained by BUSINESS ASSOCIATE.
- 2 In implementation of such assurance and without limiting the obligations of BUSINESS ASSOCIATE otherwise set forth in this Agreement or imposed by applicable law, BUSINESS ASSOCIATE hereby agrees to comply with applicable requirements of law relating to protected health information and with respect to any task or other activity that BUSINESS ASSOCIATE performs on behalf of the Department to the extent the Department would be required to comply with such requirements.
- 3 The agreement of BUSINESS ASSOCIATE set forth in items 1 and 2 above, and the additional provisions relating to permitted and required uses and disclosures thereof that shall be from time to time provided to BUSINESS ASSOCIATE by the Department in accordance with applicable law constitute a contract between the Department and BUSINESS ASSOCIATE establishing the permitted and required uses and disclosures of such protected health information by BUSINESS ASSOCIATE.

4 In amplification and not in limitation of the provisions of this Agreement, including this Section of this Agreement, BUSINESS ASSOCIATE agrees that it will:

- a Not use or further disclose such information other than as permitted or required by this Agreement.
- b Not, except as necessary for the proper management and administration of the BUSINESS ASSOCIATE and for the performance of BUSINESS ASSOCIATE'S duties under this Agreement use, reproduce, disclose, or provide to third parties any confidential documents or information relating to the Department or patients of the Department, without the prior written consent or authorization of the Department or of the Department's patients. If BUSINESS ASSOCIATE uses such information for the purposes set forth above, it will do so only if the disclosure is required by law or if BUSINESS ASSOCIATE obtains reasonable assurances from the person(s) to whom the information is disclosed that the information disclosed will be held in confidence and will be used for further disclosed only as required by law or for the purpose for which BUSINESS ASSOCIATE disclosed it to the person(s). BUSINESS ASSOCIATE shall also ensure that the person(s) to whom BUSINESS ASSOCIATE so discloses information notifies the Department of any instances of breach of confidentiality of which such person is aware.

5 BUSINESS ASSOCIATE shall ensure that its personnel, employees, affiliates and agents maintain the confidentiality of patient health information and business information of the Department. BUSINESS ASSOCIATE shall secure confidentiality agreements from its personnel on forms approved by the Department and shall provide such agreements to the Department upon request.

6 BUSINESS ASSOCIATE shall not use or further disclose the information in a manner that would violate the requirements of applicable law if done by the Department.

- a Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Health Department, as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by the Department or the minimum necessary policies and procedures of the Department.

7 BUSINESS ASSOCIATE shall use appropriate safeguards to prevent use or disclosure of such information other than as provided for by this Agreement.

8 BUSINESS ASSOCIATE shall report to the Department any use or disclosure of such information not provided for by this Agreement of which BUSINESS ASSOCIATE becomes aware.

9 BUSINESS ASSOCIATE shall ensure that any subcontractors or agents to whom BUSINESS ASSOCIATE provides protected health information received from the Department agree to the same restrictions and conditions that apply to BUSINESS ASSOCIATE with respect to such information. BUSINESS ASSOCIATE shall provide copies of such agreements to the Department upon request.

10 BUSINESS ASSOCIATE shall make available protected health information in accordance with applicable law.

11 BUSINESS ASSOCIATE shall provide individuals who are the subject of protected health information received from the Department their rights as made applicable to business associates of covered entities.

12 BUSINESS ASSOCIATE shall maintain standard records pursuant to this agreement and to provide such records and other necessary information to the Department as may be requested or required in writing and as permitted by law. BUSINESS ASSOCIATE agrees that all records kept in connection with this Agreement are subject to review and audit by the Department upon reasonable notice and written request by the Department.

13 Make BUSINESS ASSOCIATE'S internal practices, books, and records relating to the use and disclosure of protected health information received from the Department available to the Secretary of DHHS for purposes of determining the Department's compliance with applicable law (in all events, BUSINESS ASSOCIATE shall immediately notify the Department upon receipt by BUSINESS ASSOCIATE of any such request and shall provide the Department copies of any such materials.)

14 Upon termination of this Agreement by either party for any reason, BUSINESS ASSOCIATE shall return or destroy all protected health information received from the Department that BUSINESS ASSOCIATE still maintains in any form and all copies thereof, shall retain no copies of such information, and shall remain obligated not to use, disclose, or provide such information to third parties unless and until otherwise required to do so by law.

15 BUSINESS ASSOCIATE shall incorporate any amendments or corrections to protected health information when notified pursuant to applicable law.

16 BUSINESS ASSOCIATE agrees to indemnify, defend, and hold harmless the Department, its Board of Directors, officers, agents, employees, and personnel ("Indemnified Party") from and against any and all claims, demands, suits, losses, causes of action, or liability that the Indemnified Party may sustain as a result of the BUSINESS ASSOCIATE'S breach of its duties or the indemnifying party's errors or omissions within the terms of this Agreement or vicarious liability of the Department for any act or conduct of the BUSINESS ASSOCIATE adjudged to constitute fraud, misrepresentation, or violation of any law, including violation of any statute or regulation applicable to the conduct of the BUSINESS ASSOCIATE provided pursuant to this Agreement. This indemnification shall include reasonable expenses, including attorney's fees incurred by defending such claims and damages incurred by reason of the indemnifying party's failure to comply with applicable laws, ordinances, and regulations or for damages caused by the indemnifying party.

17 Without limiting the rights and remedies of the Department elsewhere set forth in this Agreement or available under applicable law, the Department may terminate this Agreement without penalty or recourse to the Department if the Department determines that BUSINESS ASSOCIATE has violated a material term of the provisions of this Agreement.

18 BUSINESS ASSOCIATE agrees that this Agreement may be amended from time to time by the Department if and to the extent required by the provisions of 42 U.S.C. 1171 *et seq.* enacted by the HIPAA and regulations promulgated thereunder in order to assure that this Agreement is consistent therewith.

19 In the event of an inconsistency between the provisions of this Agreement and the mandatory provisions of HIPAA and the Privacy Rule, as amended, HIPAA and the Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA and the Privacy Rule, but are none the less permitted by HIPAA and the Privacy Rule, the provisions of this Agreement shall control.



SIGNATURE PAGE  
for

**OLDER AMERICANS ACT CONTRACT**  
Between

**VALLEY AREA AGENCY ON AGING**  
And

AGENCY NAME:

**Genesee County Community Action Resource  
Department - Round 2 Amendment**

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This Older Americans Act Contract covers fiscal year 2024. This contract covers the period of October 1, 2023 through September 30, 2024.

This Older Americans Act Contract becomes valid upon approval by the VALLEY AREA AGENCY ON AGING PRESIDENT/CEO.

This Older Americans Act Contract Signature Page **MUST** be filled and signed by the AUTHORIZED AGENCY REPRESENTATIVE and the VAAA PRESIDENT/CEO.

**The Signatories below acknowledge that they have reviewed the entire contract including all budgets, assurances and appendices/addendums which may apply and that the Signatories commit to all provisions and requirements as outlined in the contract.**

**Signature Section:**

---

Authorized Signature Contracting Agency

Date

---

Title

---

VAAA President/CEO

Date

**OLDER AMERICANS ACT CONTRACT DOCUMENTS REFERENCED BY THE SIGNATURE PAGE**

**Acceptance Signatures**

- Notification of Contract Award; page 2
- Contract; page 17

**Assurances**

- Civil Rights Act of 1964; page 18

**Addendums:**

- Addendum A – Business Associate Agreement; page 21





# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

File #: RES-2024-1430

Agenda Date: 12/4/2024

Agenda #: 3.

To: Charles Winfrey, Human Services Committee Chairperson

From: Michelle Estell, RS, MSA, Health Officer

**RE:** Approval of an agreement between Genesee County and Voices for Children, in the amount of \$29,194.00, to provide Community Consortium facilitation; the term of this agreement is January 1, 2025 through December 31, 2025; the cost of this agreement is fully grant funded

### **BOARD ACTION REQUESTED:**

Approval of Professional Services Contract between the Genesee County Health Department (GCHD) and Voices for Children. Contractor will be paid \$29,194.00 to provide facilitation and coordination of the Healthy Start Community Consortium. Contract would be valid from January 1, 2025, through December 31, 2025, to be paid from Funding Account- 2211-607.01-801.001, Funding Source Health Resources and Services Administration (HRSA).

### **BACKGROUND:**

HRSA requires all Healthy Start grantees to convene a Community Consortium to reduce maternal and infant mortality within Genesee County. The Community Consortium must be facilitated by an individual not associated with GCHD alongside a parent or community member with lived experience. Voices for Children has previously convened a parent advisory group on behalf of GCHD for the Healthy Start Lead Expansion grant, they achieved the goals set by HRSA for the previous initiative. Due to their knowledge and expertise, Voices for Children has shown the ability and expertise to convene the Healthy Start Community Consortium on behalf of GCHD in order to achieve the programmatic goals set forth by federal funder HRSA.

### **DISCUSSION:**

Health Start is an infant mortality reduction program that uses a multidisciplinary approach to provide home visiting services to families in the Genesee County community. In addition to direct services, Healthy Start grantees are required to engage in systems-change activities to promote optimal maternal and infant health. GCHD is currently promoting systems change activities through the Genesee County Maternal Child Health Network (MCHN), which is being transitioned into the Healthy Start Consortium. There are a number of community partner organizations who are engaged in quarterly meetings that address factors contributing to poor maternal and infant health outcomes. Utilizing Voices for Children as the convener of this group will allow GCHD to adhere to the federal requirement for the community consortium component. Genesee County Healthy Start received continued federal funding for funding cycle May 1, 2024, through March 31, 2029. **No county appropriation is needed.**

**IMPACT ON HUMAN RESOURCES:**

There is no expected impact on Human Resources.

**IMPACT ON BUDGET:**

All 2024 Healthy Start grantees received funding from federal funder HRSA to convene a community consortium. A budget amendment is attached.

**IMPACT ON FACILITIES:**

There is no expected impact on facilities.

**IMPACT ON TECHNOLOGY:**

There is no expected impact on technology.

**CONFORMITY TO COUNTY PRIORITIES:**

Genesee County Healthy Start continues to support a Healthy, Livable, and Safe Community through the utilization of community resources. Home visiting services provided through the Healthy Start Initiative are shown to decrease maternal and infant mortality, therefore contributing to full term pregnancies and healthy infants.

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 Health Officer to authorize entering into a contract between Genesee County and Voices for Children, whereby the contractor will provide facilitation and coordination of the Health Start Community Consortium for the Healthy Start Initiative, at a total cost not to exceed \$29,194.00 to be paid from account 2211-607.01-801.001, for the period commencing January 1, 2025, through December 31, 2025, with no county appropriation required, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the December 4, 2024 meeting of the Human Services Committee of this Board), the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

## 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"), Voices for Children, a **Michigan Non-Profit**, whose principal place of business is located at 515 East Street, Flint, Michigan 48503 (the "Contractor") (the County and the Contractor together, the "Parties").

### 1. Term

#### 1.1 Initial Term

The initial term of this Contract commences on January 1, 2025 and shall be effective through December 31, 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 **\$29,194.00**. 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. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

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

4. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

## 5. **Contract Administrator**

The contract administrator for this Contract is **Porsha Black** (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
- 16.1.3.      Exhibit B – The Contractor’s Budget
- 16.1.4.      Exhibit C – Sam.gov Verification

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.

VOICES FOR CHILDREN

By: \_\_\_\_\_  
Claudnyse Holloman  
Voices for Children

Date: \_\_\_\_\_

COUNTY OF GENESEE

By: \_\_\_\_\_  
James Avery, Chairperson  
Board of County Commissioners

Date: \_\_\_\_\_

## **EXHIBIT A** **Description of the Services**

**1. Convene and facilitate the Community Consortium on behalf of the Healthy Start Initiative:**

- 25% of the Community Consortium membership must consist of enrolled Healthy Start participants, women of reproductive age, mothers, fathers, partners, and other people with lived experience who are residents of Genesee County.
- Community Consortium must have representation from Title V, public health departments, hospitals, health centers under section 254b, State substance abuse agencies, and other significant sources of health care services. Other categories of partners can include community leaders; representatives from service agencies; community-based organizations; state/non-profit organizations/faith-based organizations addressing housing, employment, education, transportation, and health care.
- The Community Consortium should work to build meaningful, sustainable partnerships with partners and establish and work towards goals that are reflective of the priorities of the Genesee County population.
- As a best practice, the Community Consortium chair or co-chair should preferably be a current or former HS participant.

**2. Develop a Community Consortium plan to address Social Determinants of Health (SDOH) by obtaining community buy-in/approval. Plan should:**

- Be based on results of the 2020 Genesee County Community Needs assessment.
- Be community-driven and address the factors and conditions beyond clinical care that contribute to disparities in perinatal outcomes.
- Describe strategic partnerships and strategies to address the “upstream factors” and unique SDOH contributing to disparities in perinatal outcomes within the project area.
- Include a minimum of five performance measures corresponding to plan activities. Examples of performance measures include: increase access to nutritious foods by ensuring \_ percent of eligible residents of the project area are enrolled in WIC; increase access to prenatal care by coordinating \_ group prenatal care offerings within less than a \_ minute walk from public transportation; and, increase access to employment opportunities for participants by increasing the completion rate of job training programs in the project area by \_ percent.
- The Community Consortium should regularly report out/disseminate information to community members and partners on the plan and progress made towards achieving goals/objectives.

**3. Participate in HS Community Consortium Community of Practice activities through the Supporting Healthy Start Performance Project.**

- HS Community Consortium Coordinators are expected to participate in the Community of Practices and other technical assistance opportunities. These activities may focus on peer support across HS projects, sharing of best practices in partnership engagement, plan implementation, and creation of new knowledge. The Community Consortium Coordinator may invite community partners to engage in select Community of Practice activities.

**EXHIBIT B**  
**Contractor's Projected Budget**

J		Partner Agency: a Voices for Children					
DETAILED BUDGET FOR NEXT BUDGET U PERIOD--DIRECT COSTS ONLY			FROM	THROUGH	GRANT NUMBER		
a							
PERSONNEL (Applicant organization only)			%	DOLLAR AMOUNT REQUESTED (omit)			
NAME	ROLE ON PROJECT	TYPE APPT. (MONTHS)	EFFORT ON PROJ.	SALARY REQUESTED	FRINGE BENEFITS	TOTALS	
Supervisor	Coordinate and assist the Parent Coordinator with facilitating the meeting, developing the agenda, and ensuring meeting success	12	25%	7,000	1330	8,330	
Parent Coordinator	Facilitate the Meeting (10 hours per week * \$20)	12	25%	9,000	1710	10,710	
	SUBTOTALS----->			16,000	3040	19,040	
CONTRACTUAL COSTS							
EQUIPMENT (Itemized)							
SUPPLIES (Itemize by category)							
Parent Supplies	C			1000			
Meeting Supplies	e			1000			
Working Meeting Food	m			4000		6000	
OTHER							
Community Outreach Materials	b			1000			
	e						
PATIENT Care COSTS							
Childcare						1000	
Leadership Training Stipends (\$100 per day)							
Meetings, Community Outreach (\$15.00 per hour)						0	
ALTERATIONS AND RENOVATIONS (Itemize by category)							
OTHER EXPENSES (Itemize by category)							
Local Mileage Staff	2			500			
Out of town mileage Parents/staff							
Conference registration fees							
Airfare							
Parking fees (\$14/day x 15days)							
Accomodations							
Meals (bf@\$6.90/ lunch@\$8.95/2 dinner@\$17.25 per person						500	
SUBTOTAL DIRECT COSTS FOR NEXT BUDGET PERIOD							26,540
CONSORTIUM/CONTRACTUAL COSTS				DIRECT COSTS			
				FACILITIES AND ADMINISTRAT			2654
TOTAL DIRECT COSTS FOR NEXT BUDGET PERIOD ----->							\$29,194

## EXHIBIT C

### Sam.gov Verification

Last updated by Claudyne Jenkins on Jan 30, 2024 at 03:18 PM

VOICES FOR CHILDREN ADVOCACY CENTER



### VOICES FOR CHILDREN ADVOCACY CENTER

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
F6GXUEF928N7	7WN77	All Awards
Registration Status	Expiration Date	
Active Registration	Jan 29, 2025	
Physical Address	Mailing Address	
515 East ST Flint, Michigan 48503-1946 United States	515 East Street Flint, Michigan 48503-1946 United States	

#### Business Information

Doing Business as	Division Name	Division Number
ROBERT E. WEISS ADVOCACY CENTER FOR CHILDREN AND YOUTH	Voices For Children	(blank)
Congressional District	State / Country of Incorporation	URL
Michigan 08	Michigan / United States	(blank)

#### Registration Dates

Activation Date	Submission Date	Initial Registration Date
Feb 14, 2024	Jan 30, 2024	Jun 26, 2017

#### Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 1, 2003	Dec 31

#### Immediate Owner

CAGE	Legal Business Name
(blank)	(blank)

#### Highest Level Owner

CAGE	Legal Business Name
(blank)	(blank)

#### Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USApending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

#### Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2 C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

#### Exclusion Summary

Active Exclusions Records?

No

#### SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

#### Entity Types

Business Types	Entity Type	Organization Factors
Entity Structure Corporate Entity (Tax Exempt)	Business or Organization	(blank)

#### Profit Structure

#### Non-Profit Organization

Nov 07, 2024 08:16:47 PM GMT  
<https://sam.gov/entity/F6GXUEF928N7/coreData?status=full>

Page 1 of 2





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/6/2024

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 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		CONTACT NAME: Tanya Howell PHONE (A/C, No, Ext): 800-732-0096 E-MAIL ADDRESS: support@ctgins.com	
CTG Insurance PO Box 8  Grand Blanc MI 48480		INSURER(S) AFFORDING COVERAGE INSURER A: GuideOne Insurance	
INSURED  Voices for Children Advocacy Center 515 EAST ST  FLINT MI 48503-1946		INSURER B: CHUBB IND INS CO INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 12777	

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Y	10004554	3/15/2024	3/15/2025	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:  <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 3,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 3,000,000	
A	  <b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			010012272	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
							\$		
A	  <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR  <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE			10004556	3/15/2024	3/15/2025	EACH OCCURRENCE	\$ 2,000,000	
							AGGREGATE	\$ 2,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 2,500						\$		
A	  <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N  <input checked="" type="checkbox"/> N	N / A	010004555	3/15/2024	3/15/2025	<input checked="" type="checkbox"/> PER STATUTE	OTH- ER	
							E.L. EACH ACCIDENT	\$ 500,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 500,00	
							E.L. DISEASE - POLICY LIMIT	\$ 500,00	
B	Cyber/Network Liability			D01642091	3/16/2024	3/16/2025	1,000,000 Aggregate		

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

The Certificate Holder is an Additional Insured per the attached Guide One Nonprofit and Human Services General Liability Endorsement GCG 65 10 04 14 (See Page 4)

**CERTIFICATE HOLDER**

**CANCELLATION**

Genesee County Health Department 1101 Beach St  Flint MI 48502-1417		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  <i>Tanya Howell</i>

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# NONPROFIT AND HUMAN SERVICES GENERAL LIABILITY ENDORSEMENT

**THIS DOCUMENT IS AN ENDORSEMENT THAT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended as follows:

1. Exclusion **a. Expected or Intended Injury** is deleted and replaced with:
  - a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.
2. Paragraph **(2)** under Exclusion **g. Aircraft, Auto or Watercraft** is deleted and replaced with:
  - (2) A watercraft that you do not own that is not being used to carry persons or property for a charge. This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to any insured whether primary, excess, or contingent.
3. Paragraph **(1)** under Exclusion **j. Damage To Property** is deleted and replaced with:
  - (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your "client", in such case we will provide coverage for such "property damage" for which you are legally obligated to pay up to a \$50,000 limit per "occurrence". This limit is the only limit of insurance for such "property damage" and will not be combined with the Each Occurrence Limit set for this in **Section III – Limits of Insurance** and will be included within and not in addition to the Each Occurrence Limit. Any and all damages paid under the terms and condition of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, and as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit. As used in this coverage extension, "client" means a person under your direct care and supervision, for whom you are providing goods or services.
4. The following is added to Paragraph **(2)** under Exclusion **b. Contractual Liability**:

We agree to indemnify the Named Insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their "client", up to \$50,000 per "occurrence". This limit of insurance is the only limit of insurance for your liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of your "client" whether or not such contract qualifies as an "insured contract". This limit will not be combined with the Each Occurrence Limit set forth in **Section III – Limits of Insurance** and is included within and not in addition to the Each Occurrence Limit. This coverage extension only applies to rental lease agreements. This coverage is excess over any liability insurance available to the "client", including but not limited to renter's insurance of the "client".

Any and all damages paid under the terms and conditions of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit.

As used in this coverage extension, "client" means a person under your direct care and supervision, for whom you are providing goods or services.

**5. The following is added to Exclusion n. Recall Of Products, Work Or Impaired Property:**

This exclusion does not apply to the reimbursement of "product recall expenses" as provided under Paragraph 3. of **SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B.**

**6. The last Paragraph of Subsection 2. Exclusions is deleted and replaced with:**

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits of Insurance.

**B. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** is amended as follows:

**1. The following is added to Exclusion j. Insureds In Media And Internet Type Businesses:**

This exclusion does not apply to publishing, broadcasting or telecasting that is incidental to your business.

**C. SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS** is amended as follows:

**1. Subsection 1. Insuring Agreement, Paragraph a.(3)(b)** is deleted and replaced with:

**(b)** The expenses are incurred and reported to us within three years of the date of the accident; and

**2. Subsection 2. Exclusions,** is amended as follows:

**a. Exclusion a. Any Insured** is deleted and replaced with:

**a. Any Insured**

To any insured, except "volunteer workers" or an insured as provided in **e. Athletic Activities** below.

**b. Exclusion e. Athletics Activities** is deleted and replaced with:

**e. Athletics Activities**

To a person injured while practicing or participating in any physical exercises or games, sports or athletic contests. This exclusion shall not apply to an insured while providing instruction with respect to any of the activities otherwise excluded by this provision.

**c. Exclusion f. Products-Completed Operations Hazard** is deleted and replaced with:

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "bodily injury" arising out of "your products":

**(1) Sold for use or consumption on your premises; or**

**(2) In connection with the conduct of your operations by you or on your behalf, if the "bodily injury" occurs after you have relinquished possession of "your products".**

This exclusion exception does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

**D. SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

**1. 1. b.** is deleted and replaced with:

**b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**2. 1. d.** is deleted and replaced with:

**d.** All reasonable expenses incurred by the insured at our request to assist us in the "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**3. 1. h.** is added:

**h.** Up to \$1,000 for "property damage" to personal property of others while in the temporary care, custody or control of an insured and caused by any person participating in your organized activities. For purposes of this supplementary payment, "property damage" does not include disappearance, wrongful abstraction or loss of use. This Supplementary Payment shall only be paid on or for the account of the owner and only when other coverage or insurance is unavailable.

**4. 1. i.** is added:

**i.** The cost to replace keys and locks at the "client's" premises due to loss to keys entrusted to you by your "client", up to a \$10,000 limit per occurrence and \$10,000 policy aggregate. We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or anyone to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons. The following terms, when used in this Supplementary Payment, are defined as follows:

**(1)** "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

**(2)** "Employee" means:

**(a)** Any natural person:

**(i)** While in your service or for 30 days after termination of service;

**(ii)** Who you compensate directly by salary, wages or commissions; and

**(iii)** Who you have the right to direct and control while performing services for you; or

**(b)** Any natural person who is furnished temporarily to you:

**(i)** To substitute for a permanent "employee" as defined in Paragraph **(a)** above, who is on leave; or

**(ii)** To meet seasonal or short-term workload conditions while that person is subject to your direction and control and performing services for you.

"Employee" does not mean:

**(c)** Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

**(d)** Any "manager", director or trustee except while performing acts coming within the scope of the usual duties of an "employee".

**(3)** "Manager" means a person serving in a directorial capacity for a limited liability company.

**5.** Paragraph **3.** is added.

**3.** We will reimburse you for "product recall expenses" that you incur because of a "product recall" of "your product" that is first initiated during the policy period stated in the Declarations. The most we will reimburse you for the sum of all "product recall expenses" incurred for all "product recalls" initiated during the policy period is \$50,000.

A complete accounting of "product recall expenses" must be provided upon our request, including receipts for all expenses that you incur. We will reimburse "product recall expenses" only if the expenses are incurred and reported to us within one year of the date the "product recall" was initiated.

Our obligation under this additional supplementary payment shall only apply if the "product recall expenses" are initiated in the "coverage territory" during the policy period because:

- a.** You determine that the "product recall" is necessary; or
- b.** An authorized government entity has ordered you to conduct a "product recall".

However, this additional supplementary payment does not apply to "product recall expenses" arising out of the product expiration or shelf life, a defect known by you prior to the time "your product" leaves your control or possession, or the defense of a claim or "suit" against you for liability arising out of a "product recall".

This payment will not reduce the limits of insurance.

## **E. Additional Exclusions**

The following exclusions are added to Subsection **2. Exclusions** under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions** under **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** and Subsection **2. Exclusions** under **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**:

This insurance does not apply to:

### **1. Special Events Or Fundraising Events**

"Bodily injury", "property damage" or "personal or advertising injury" arising directly or indirectly out of fundraising events or activities or "special events" or activities:

- a.** Authorized and conducted by any insured;
- b.** Authorized by you and conducted on your behalf by others, including but not limited to an "employee", "temporary worker", "volunteer worker", member, trustee, director, licensee, subcontractor, independent contractor, or vendor.
- c.** Not authorized by you and conducted on your behalf by others, including but not limited to an "employee", "temporary worker", "volunteer worker", member, trustee, director, licensee, subcontractor, independent contractor, or vendor.

We have no obligation to defend, pay on behalf of, indemnify or incur any cost or expenses for any insured or any other person or organization seeking coverage under this insurance for that portion of any claim arising out of any fundraising event or activity or "special event" or activity.

This exclusion does not apply to any fundraising event or activity or "special event" or activity for which coverage is provided by an attached endorsement.

### **2. Medical Or Healthcare Services**

Any claim or "suit" arising out of the rendering of or failure to render "medical or healthcare services".

### **3. Medically Derived Injury**

Any claim or "suit" arising out of a "medically derived injury"

### **4. Violation Of Any Statute Or Regulation**

Any liability arising out of the willful or intentional violation of any statute or regulation including but not limited to the fines and penalties assessed by a court or regulatory authority.

### **5. Misconduct, Molestation Or Harassment**

Any "bodily injury", "personal and advertising injury", mental or emotional pain or anguish, or any defamation or slander, sustained by any person arising out of or resulting from any actual or alleged act of "abuse", "sexual misconduct or sexual molestation" or "sexual harassment" of any kind. We have no right or duty to investigate, settle, defend or pay any claim or "suit" asserting any act of "abuse", "sexual misconduct or sexual molestation", "sexual harassment" or any breach of duty contributing to or arising from such act.

### **6. Professional Services**

Any liability arising out of any act or omission in the providing of or failure to provide "professional services".

### **7. Statutory Enforcement**

Any liability or responsibility to meet the requirements or standards of care enforced by any department of human services, department of elder care or similar regulatory body, regardless of the law or statutory basis of such enforcement.

### **8. Guaranteeing Results**

Including but not limited to any contract or agreement guaranteeing the results of any "professional services" or any type or form of counseling or any type or form of medical, dental, physiological, psychological, addiction, behavioral, chiropractic, holistic, or any other similar treatment.

### **9. Abuse**

Any claim or "suit" arising out of "abuse".

## **F. SECTION II – WHO IS AN INSURED** is amended as follows:

### **1. Paragraph 3. is amended as follows:**

#### **a. Paragraph 3.a. is replaced with:**

**a.** Coverage under this provision is afforded only until the end of the policy period during which you acquired or formed the organization.

#### **b. Paragraph 3.d. is added:**

**d.** Coverage under this provision is afforded only when the newly acquired or formed organization operates or conducts the same or similar business as you.

### **2. The following is also an insured:**

**Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage whether through ownership of voting securities, by contract, or otherwise, on the effective date of this policy. However, coverage does not apply to any organization or subsidiary not named in the Declarations as a Named Insured, if they are also insured under another similar policy, or would have been insured but for such policy's termination or the exhaustion of its limits of insurance.

3. Each of the following is also an additional insured when you have agreed, in a written contract, that such person or organization be added as an additional insured on your policy, provided the written contract is initiated prior to an "occurrence" resulting in damages:

**a. Engineers, Architects Or Surveyors**

Any architect, engineer or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with your premises or in the performance of your ongoing operations.

However, the insurance provided to such additional insured engineers, architects, or surveyors does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

**b. Owners Of Leased Land**

Any person or organization from whom you lease land but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

However, the insurance afforded to these additional insured owners of leased land does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

**c. State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations**

Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**d. Contractual Obligations**

Any person or organization where required by a written contract executed prior to the "occurrence". Such person or organization is an additional insured for "bodily injury", "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the Named Insured.

**e. Manager Or Lessor Of Premises**

Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

**f. Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You**

Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds:

- (1) A person's or organization's status as an additional insured ends when their contract or agreement with you for such leased equipment ends; and
- (2) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**g. Vendors**

Any person or organization but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business .

The insurance afforded the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

**(8)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (a)** The exceptions contained in Subparagraphs **(4)** or **(6)**; or
- (b)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**h. Funding Source**

Any person or organization with respect to their liability arising out of:

- (1)** Their financial control of you, or
- (2)** Premises they own, maintain or control while you lease or occupy those premises. This insurance does not apply to:
  - (a)** Any "occurrence" or offense which takes place after you cease to lease or occupy those premises; or
  - (b)** Structural alterations, new construction and demolition operations performed by or for that person or organization.

**i. State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises**

Any state or governmental agency or subdivision or political subdivision but only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (1)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures;
- (2)** The construction, erection, or removal of elevators; or
- (3)** The ownership, maintenance, or use of any elevators covered by this insurance.

However,

- (1)** A person or organization is an additional insured under this provision only for that period of time required by the written contract;
- (2)** No such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and attached to the Commercial General Liability Coverage Form;
- (3)** The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (4)** The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**j. Medical Directors and Administrators**

Your medical directors and administrators but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish "professional services" or "medical or healthcare services" as a physician or psychiatrist in the treatment of a patient.

**k. Home Care Providers**

At the first Named Insured's option, any person or organization under your direct supervision and control while providing on your behalf private home respite or foster home care for the developmentally disabled. Such duties do not include the furnishing or failure to furnish "professional services" or "medical or healthcare services" in the treatment of a patient.

**4.** With respect to the insurance afforded to these additional insureds, identified in Paragraph **F.3.** of this endorsement, the following is added to Section **III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the lesser of:

- a.** The limit of insurance required by the contract or agreement; or
- b.** The amount of coverage available under the applicable Limits of Insurance shown in the Declarations;

This provision shall not increase the applicable Limits of Insurance shown in the Declarations.

**G. SECTION III - LIMITS OF INSURANCE** is amended as follows:

**1.** Paragraph **1.** is deleted and replaced with:

- 1.** The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a.** Insureds;
  - b.** Claims made or "suits" brought;
  - c.** Persons or organizations making claims or bringing "suits" or
  - d.** Policies involved.

**2.** Paragraph **6.** is deleted and replaced with:

- 6.** Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to or temporarily occupied by you with permission of the owner, is the higher of \$1,000,000 or the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

However, if damage by fire to premises rented to you is not otherwise excluded, the word fire in the above paragraph is replaced with fire, lightning, explosion, smoke or sprinkler leakage.

**3.** The following is added to **SECTION III – LIMITS OF INSURANCE:**

- a.** If two or more policies or Coverages issued by us apply to the same insured and these policies or Coverages also apply to the same claim or "suit" the maximum amount we will pay as damages under all of the policies or Coverages will not exceed the highest applicable Limit of Insurance that applies to any one of the policies or Coverages.

This condition does not apply to any insurance that was purchased specifically to apply in excess of the applicable Limits of Insurance shown in the Declarations.

**H. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

1. Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, Subsection **(1)(a)(ii)** is replaced with the following if damage to premises rented to you is not otherwise excluded:
  - ii. That is fire, lightning, explosion, smoke or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.
2. Subsection **8. Transfer Of Rights Of Recovery Against Others To Us** is amended to include:

However, the insured may waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

3. The following condition is added:

**10. Liberalization**

If we revise this NONPROFIT AND HUMAN SERVICES GENERAL LIABILITY ENDORSEMENT to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. The following condition is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance;
- (2) This insurance is required by a written and executed contract to be primary and not to seek contribution from any other insurance available to the additional insured, but only as it pertains to such written contract; and
- (3) The loss to be covered occurs on or after the effective date of the written contract.

**I. SECTION V – DEFINITIONS** is amended as follows:

1. Subsection **3.** "Bodily injury" is deleted and replaced with the following:
  3. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death of a person resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.
2. Subsection **4.** "Coverage territory" is deleted and replaced by the following:
  4. "Coverage territory" means anywhere in the world provided that the claim is made, and any "suit" that may arise therefrom is filed, within the United States of America (including its territories and possessions), Puerto Rico or Canada, unless further restricted by endorsement.
3. Paragraph **9.** "Insured Contract" subsection **a.** is replaced by the following:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while retained to you or temporarily occupied by you with permission of the owners is not an "insured contract".

4. Paragraph 14. "Personal and Advertising Injury" is amended as follows:

- a. Subsection **b.** is deleted and replaced with the following:
  - b.** Malicious prosecution or abuse of process;
  - b. Subsection **h.** is added.
    - h.** "Personal and advertising injury" also means injury, including consequential "bodily injury", arising out of discrimination based on race, color, religion, sex, age or national origin, except when:
      - (1) Done intentionally by or at the direction of, or with the knowledge or consent of:
        - (a) Any insured; or
        - (b) Any executive officer, director, stockholder, partner or member of the insured; or
      - (2) Directly or indirectly related to the employment, former or prospective employment, termination of employment, demotion, failure to promote or application for employment of any person or persons by an insured; or
      - (3) Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
      - (4) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

This coverage does not apply to fines or penalties imposed because of discrimination.

5. For the purpose of this endorsement, the following definitions are added to Section V:

- a. "Abuse" means any actual, threatened, or alleged act, error, omission, conduct or misconduct that a claim or "suit" alleges:
  - (1) To be, or to constitute, any form of "abuse" (including but not limited to elder "abuse", child "abuse", patient "abuse" or "abuse" of a dependent person) under any applicable state or federal statute; and
  - (2) Any non-sexual assault, non-sexual battery, or non-sexual "abuse" directed at a person; and

Conduct or misconduct described above constitutes "abuse" regardless of whether or not it is alleged to be negligent, reckless, knowing, intentional, fraudulent, oppressive, malicious, or otherwise.

However, "abuse" does not include employment-related "sexual harassment".
- b. "Foster care services" means the provisions of personal care or training to a "foster child" including but is not limited to activities of any insured or of any "temporary worker", licensee, subcontractor, independent contractor, vendor or others in investigation, evaluation, counseling, treatment, training, material aid, supervision or monitoring of individuals or families, with respect to placement of a "foster child" as required by any Federal, State, or local code, regulation or ordinance.
- c. "Foster child" means a child whose care and upbringing are entrusted to an adult other than the child's natural or adoptive parents.
- d. "Medical or healthcare services" means any type of treatment or services provided for physical, mental, veterinary or dental care, including but not limited to:
  - (1) Any type or form of psychiatric counseling;

(2) Any type or form of medical, dental, physiological, psychological, addiction, behavioral, chiropractic, holistic, hospice, veterinary or any other similar treatment; or

(3) The operation of a hospital, clinic open to the general public, or other medical facility or laboratory; or

(4) The providing, prescription, dispensing, or using of drugs or medical appliances or devices.

e. "Medically derived injury" means a physical, pathologic or psychiatric trauma resulting from "medical or healthcare services" provided by a "medical professional", including death resulting therefrom, to your care recipient. "Medically derived injury" includes an aggravation of a preexisting disease or mental disorder. "Medically derived injury" does not include "property damage", "personal and advertising injury", or any injury arising from "abuse", "sexual misconduct or sexual molestation" or "sexual harassment".

f. "Medical professional" means an anesthesiologist, chiropodist, chiropractor, dentist, medical technician, midwife, nurse anesthetist, nurse, optometrist, pharmacist, physician, podiatrist, psychiatrist, psychologist, surgeon, veterinarian, x-ray therapist, or any other individual who provides preventative, curative, or rehabilitative health care services, and is licensed where required by law.

g. "Product recall" means the recall or withdrawal of "your product" from the market or from use by any other person or organization because of a known or suspected defect in "your product" which has or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

h. "Product recall expenses" mean those reasonable and necessary expenses paid and directly related to a "product recall".

i. "Professional services" means any service that:

(1) Involves specialized education, knowledge, labor, judgment, and skill, and is predominantly mental or intellectual (as opposed to physical or manual) in nature; and

(2) Is provided as part of the Named Insured's operations as a nonprofit or human services organization; and

(3) Subject to Paragraphs **a.** and **b.** above, "professional services" includes but is not limited to the following:

(a) Advice, guidance, or assistance;

(b) Counseling;

(c) "Social work";

(d) Therapy;

(e) Daycare;

(f) "Foster care services"; and

(g) Job training, job placement, job referral, or vocational services.

However, "professional services" does not include any of the following: "medical or healthcare services" or any person or organization acting in the capacity of a "medical professional", accountant, attorney, architect, engineer, real estate manager, immigration counselor, or investment manager.

j. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, or other verbal, visual or physical conduct of a sexual nature when such conduct:

(1) Is linked implicitly or explicitly with a decision affecting a term or condition of any individual's employment;

- (2)** Interferes with any individual's job performance;
    - (3)** Creates an intimidating, hostile or offensive working environment for any individual; or
    - (4)** Arises out of or is related to an unlawful employment practice as codified at 42 U.S.C. § 2000e, et seq., or any similar state, municipal or local code, regulation or ordinance.
- k.** "Sexual misconduct or sexual molestation" means any activity which is sexual in nature (whether permitted or not permitted); and includes, but is not limited to: sexual assault, sexual battery, sexual relations, sexual acts, sexual activity, sexual handling, sexual massage, sexual exploitation, sexual exhibition, sexual stimulation, fondling, intimacy, exposure of sexual organs, lewd or lascivious behavior or indecent exposure, fornication, unauthorized touching, or the photographic, video or other reproduction of sexual activity.

However, "sexual misconduct or sexual molestation" does not include employment-related "sexual harassment".
- l.** "Social work" means any activities or methods of any insured or your "employees", agents, representatives, "volunteer workers", "temporary workers", licensees, subcontractors, independent contractors, vendors or others providing social services, including but not limited to:
  - (1)** Investigation, treatment, or material aid for the economically, physically, mentally, or socially disadvantaged, or anyone else; and
  - (2)** Activities such as child welfare, community physical or mental health, adoption services, personal counseling services, recreational activities, temporary housing or shelters or other similar activities.
- m.** "Special Event" means a sporting, cultural, business or other type of unique activity, in a certain place occurring during a limited or fixed interval of time (one-time, annual) and presented to a live audience brought together to watch or to participate. "Special events" include, but are not limited to, street fairs, music festivals, revenue generating or public relations activities, regardless of the location or relationship to the operations of any insured.



GENESEE COUNTY  
— MICHIGAN —

## **LEGISTAR SUBMISSION CHECKLIST\***

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

### **DOES THE PROJECT NEED A CONTRACT?**

**1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)**

Yes:  (Go to Question 2)

No:  (Go to Question 4)

**2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?**

Yes:  This project requires a contract, skip to the contracts section.

No:  (Go to Question 3)

**3) Has the vendor presented a document for the county to sign?**

Yes:

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No:

- Use a **Purchase Order** You do not need to complete the remainder of this form.

**4) Is this a request for services, an IT submission, or construction work?**

Yes:  This project requires a contract, skip to the contracts section.

No:  Contact Corporate Counsel office prior to submitting into Legistar.

### **CONTRACTS**

\* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. \* If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

**1) Is this a new contract or a renewal/extension?**

- Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- New Contract: Go to Question 2.

**2) How is the contract funded?**

- a. Budgeted or General Funds: \_\_\_\_\_ (Go to Question 3)
- b. Grant Funded: \_\_\_\_\_ (Go to Question 4)
- c. Millage Funded: \_\_\_\_\_ (Go to Question 5)

**3) What is the vendor providing?**

- a. Services:
  - Use the **Professional Service Contract Template** \_\_\_\_\_
- b. Construction/Physical Building Altercation/Remodel
  - If the contractor has not provided a proposed contract use the **Construction Contract Template** \_\_\_\_\_ If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

\* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. \*

**4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient**

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

**5) Is this a new contract/agreement?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

- a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?
  - If **yes**, use the template/previous agreement.
  - If **no**, contact Corporate Counsel regarding template/previous agreement.

**6) Is a contract that is not a County prepared contract being submitted for review?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

- a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

\* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.

# RECIPIENT CHECKLIST FOR DETERMINING IF THE ENTITY RECEIVING FUNDS HAS A CONTRACTOR OR SUBRECIPIENT RELATIONSHIP

This document is intended to help a recipient of federal funds make a judgment as to whether each agreement it makes, for the disbursement of federal program funds, casts the entity receiving the funds in the role of a subrecipient or a contractor. Based on 2 CFR Chapter I, Chapter II, Part 200 et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), issued by the U.S. Office of Management and Budget (OMB) on December 26, 2013, and effective for non-federal entities on December 26, 2014, the following information is intended for use by all non-federal entities.

## Important Terms:

**Recipient:** A non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients. (See 2 CFR 200.86 of the Uniform Guidance.)

**Subrecipient:** A non-federal entity that receives a subaward for the purpose of carrying out part of a federal award. The subaward creates a federal assistance relationship with the subrecipient. (See 2 CFR 200.93 & .330 (a) of the Uniform Guidance.)

**Contractor:** A non-federal entity that receives a contract for the purpose of providing goods and services for the awarding non-federal entity's own use. The contract creates a procurement relationship with the contractor. The Uniform Guidance replaced the term "Vendor" with "Contractor." (See 2 CFR 200.22 & .330 (b) of the Uniform Guidance.)

**Instructions:** The "Characteristics" column in this checklist is based on language in the Uniform Guidance. The column lists characteristics that support the classification of a non-federal entity as a subrecipient or contractor. Since all of the characteristics listed may not be present in all cases, the Uniform Guidance recognizes that the recipient "...must use judgment in classifying each agreement as a subaward or a procurement contract." (2 CFR 200.330 (c).) In the "Explanations" column, AGA provides additional information to assist in answering the questions under "Characteristics." Answer each question by checking "yes" or "no" where indicated. Based on responses to the questions, a key provided at the end of each section will help in making a judgment as to whether a subrecipient or contractor relationship exists. White space is provided in between the "Characteristics" column and the "Explanation" column so that users can tailor this checklist to accommodate the unique aspects of various programs or jurisdictions.

**Note:** One check in a subrecipient box does not necessarily mean the entity is a subrecipient. A judgment should be based on the totality of responses.

Office \_\_\_\_\_

Entity receiving funds \_\_\_\_\_

Funding Source(s) \_\_\_\_\_

Notes:

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# CHARACTERISTICS

## Decision Making Authority

**200.330 a. 1** Determines who is eligible to receive what Federal assistance;

a. Does the entity determine who is eligible to participate in the federal program?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

**200.330 a.3** Has responsibility for programmatic decision making;

a. Does the entity have the ability to make decisions about how services will be delivered to participants, in accordance with federal programmatic requirements?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

**OR**

**200.330 b.4** Provides goods or services that are ancillary to the operation of the Federal program;

b. Does the entity provide goods or services for the recipient's own use?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

b. Does the entity provide services designated by the recipient to serve the recipient's participants without regard to specific federal programmatic requirements?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.  
If you selected "yes" to **EITHER** item **b**, this is an indicator of a contractor relationship.

**Subrecipient** **Contractor**

## Nature of Award

**200.330 a. 2** Has its performance measured in relation to whether objectives of a federal program were met;

a. Are the scope of work (or portion, if applicable) and terms and conditions of the agreement the same for the entity as they are for the recipient that received the federal funds?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

a. Is the entity carrying out completion of the goal of the grant (or part, if applicable) as stated in the federal award?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

**OR**

**200.330 b.5** Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. Does the recipient develop the scope of work and terms and conditions of the agreement to meet the recipient's needs?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.  
If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

**Subrecipient** **Contractor**

# EXPLANATIONS

If the entity determines whether a participant meets a federal program's eligibility requirements for assistance, it is most likely a subrecipient.

A contractor may provide services to clients in a program after eligibility has been determined by the recipient.

If the entity has authority to make decisions regarding the delivery of service, operations, or types of assistance provided within the terms of the agreement, it is typically a subrecipient.

If the entity provides goods or services directly to the recipient or to program participants at the direction of the recipient and does not make programmatic decisions or adhere to program requirements, it is typically a contractor.

# EXPLANATIONS

If the entity is providing a service for the recipient to meet the goal of the grant, it is a contractor; if the entity is providing a service that carries out a goal within the scope of the grant, it is a subrecipient. When a grant program contains multiple goals, it is possible for the recipient to complete part of the goals and for the entity to perform another part.

If the scope of the agreement is per the federal program terms/guidance, the entity is a subrecipient. A subrecipient may also provide programmatic or progress reports to ensure compliance with federal program requirements.

Conversely, if the scope of the agreement is per the recipient's terms and not federal program guidance, and if the recipient's oversight is governed only by the contract terms and conditions, it is a contractor.

**200.330 a.4** Is responsible for adherence to applicable Federal program requirements specified in the Federal award;

a. Funding to the entity depends on the entity's ability to best meet the objectives of the award. Although performance is measured against federal award objectives, the entity assumes little risk if the objectives are not met.

Yes  No

**200.330 b.5** Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. The entity assumes financial risk if they fail to deliver the goods or services agreed upon.

Yes  No

If you selected "yes" to item **a**, this is an indicator of a subrecipient relationship. If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

**Subrecipient** **Contractor**

## Criteria for Selection

**200.330 a.5** In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

a. Does the entity demonstrate a financial or public need for funding to carry out a project or provide a service?

Yes  No

a. Will the entity be contributing match or other non-Federal funding in support of the award?

Yes  No

a. Will the entity be reimbursed for only actual costs incurred?

Yes  No

OR

**200.330 b.3** Normally operates in a competitive environment;

b. Were procurement policies applied in the selection of the entity?

Yes  No

b. Was the entity's proposed price a factor in the selection process?

Yes  No

b. Will the entity derive a profit from the agreement?

Yes  No

If you selected "yes" to **ANY** item **a**, this is an indicator of a subrecipient relationship. If you selected "yes" to **ANY** item **b**, this is an indicator of a contractor relationship.

**Subrecipient** **Contractor**

If the funding is given to the entity with a purpose of completing the goal of the grant, the recipient will be required to ensure the entity adheres to federal grant program guidance. The recipient will also be required to monitor the activities of the entity per Uniform Guidance section 200.331. The entity assumes little risk should federal grant guidance not be met. The risk falls with the recipient.

If the recipient directs specific activities to be completed by the entity, by providing goods or services, the risk falls on the entity to deliver, per the agreement terms. In this case, the entity would not be required to adhere to the federal grant program requirements, just the terms and conditions in the agreement with the recipient.

**200.330 b.1** Provides the goods and services within normal business operations;

Yes  No

b. Is the entity's normal business to provide the goods or services being purchased in the agreement?

**200.330 b.2** Provides similar goods or services to many different purchasers;

b. Does the entity provide the same goods or services to other organizations? Yes  No

If you selected "no" to **EITHER** item, it is an indicator of a subrecipient relationship. If you selected "yes" to **BOTH** items, it is an indicator of a contractor relationship.

**Subrecipient** **Contractor**

## Determination

## EXPLANATIONS

### Final Determination

**Subrecipient** **Contractor**

Review all the entries and make an overall determination of the relationship. **Check the appropriate box in this section.**

**Determined by** \_\_\_\_\_ (enter name of person initially making decision) \_\_\_\_\_ (date)

**Approved by** \_\_\_\_\_ (enter name of person reviewing) \_\_\_\_\_ (date)

*Based on the relationship determined above, see additional guidance on requirements governing agreements.*

*Section 200.331 - "Requirements for pass-through entities," for subrecipient agreements,*

*Section 200.317 through 200.326 - "Procurement Standards," for contractor agreements.*

DESCRIPTION:

GL #	DESCRIPTION	Increase/(Decrease)
2211-607.01-801.000	PROFESSIONAL SERVICE CONTRACTS	(291,296.44)
2211-607.01-801.001	SERVICE CONTRACTS LOCAL	291,296.44

DESCRIPTION:

GL #	DESCRIPTION	Increase/(Decrease)
2211-607.01-801.000	PROFESSIONAL SERVICE CONTRACTS	(291,296.44)
2211-607.01-801.001	SERVICE CONTRACTS LOCAL	291,296.44



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

File #: RES-2024-1493

Agenda Date: 12/4/2024

Agenda #: 4.

**To:** Charles Winfrey, Human Services Committee Chairperson

**From:** Michelle Estell RS., MSA, Health Officer

**RE:** Approval of annual funding from Michigan Department of Health and Human Services (MDHHS) for various local public health programs in the total amount of \$427,340.00

### **BOARD ACTION REQUESTED:**

Request to approve annual funding from Michigan Department of Health and Human Services (MDHHS) for various local public health programs in the total amount of \$427,340.00.

### **BACKGROUND:**

Request to approve annual funding from Michigan Department of Health and Human Services (MDHHS) for various local public health programs. COVID Immunization 427,340.00.

### **DISCUSSION:**

This agreement is to implement qualifying local public health programs.

### **IMPACT ON HUMAN RESOURCES:**

The employees involved in these programs will continue to require the same human resources that they've been receiving. There are no additional resources needed at this time.

### **IMPACT ON BUDGET:**

This is a budgeted item.

### **IMPACT ON FACILITIES:**

The employees involved in these programs will continue to use the same facilities that is currently being using.

### **IMPACT ON TECHNOLOGY:**

The employees involved in these programs will continue to use the same technology that they have been using.

### **CONFORMITY TO COUNTY PRIORITIES:**

The Genesee County Tobacco Retail and Licensing program is working to promote and improve healthy safe and livable communities, long term financial stability, inclusive collaborative cultures, and community growth through providing tobacco, vaping and smoking cessation education to tobacco vendors and schools and throughout diverse communities. Conducting investigation and

Synar and Non-Synar activities to eliminate sales of tobacco and vaping products to individuals under the age of 21. Lastly to ensure all facilities are current on licensing and have submitted the associated fee and or fines.

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 Health Officer to accept Emerging Threats Local Health Departments (ETLHD) 2025 grant funds issued by the Michigan Department of Health and Human Services (MDHHS) for the current budget in a total amount of \$427,340.00, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the December 11, 2024 meeting of the Human Services Committee of this Board).

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	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	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	427,340.0 0	427,340.0 0	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	0.00	0.00	0.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	427,340.0 0	427,340.0 0	0.00	0.00	

<b>PROJECT TITLE</b>	<b>ALLOCATION AMOUNT</b>
COVID Immunization	427,340.00
<b>TOTAL</b>	<b>\$ 427,340.00</b>



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

File #: RES-2024-1495

Agenda Date: 12/4/2024

Agenda #: 5.

**To:** Charles Winfrey, Human Services Committee Chairperson

**From:** Michelle Estell RS., MSA, Health Officer

**RE:** Approval to accept annual funding for Local Health Department Cooperative Agreement (CO) 2025 from the Michigan Department of Health and Human Services, in the amount of \$9,247,576.00, for various local public health programs

### **BOARD ACTION REQUESTED:**

Request to accept annual funding for Local Health Department Cooperative Agreement (CO) 2025 in total amount \$9,247,576.00.

### **BACKGROUND:**

Request to accept Local Health Department Cooperative Agreement (CO) 2025 funding from Michigan Department of Health and Human Services (MDHHS) for various local public health programs. Public Health Emergency Preparedness (PHEP) 10/1 - 6/30 1 31,923.00 Body Art Fixed Fee 27,480.00 Children's Special Hlth Care Services (CSHCS) Care Coordination 4 0,000.00 CSHCS Medicaid Outreach 2 66,277.00 Childhood Lead Poisoning Prevention 2 0,000.00 Children's Special Hlth Care Services (CSHCS) Outreach & Advocacy 2 84,819.00 MCH - Children 322,297.00 Emerging Threats - Hepatitis C 93,204.00 Fetal Infant Mortality Review (FIMR) Case Abstraction 4 ,115.00 Food ELPHS 613,242.00 Family Planning Services 545,700.00 Hearing ELPHS 203,507.00 HIV PrEP Clinic 75,000.00 HIV Prevention 130,000.00 Immunization Action Plan (IAP) 1 85,883.00 Infection Prevention and Healthcare- Associated Infections Response Support 1 ,000,000.00 Infant Safe Sleep 7 0,000.00 Lactation Consultant 1 40,000.00 Local MCH 119,689.00 MDHHS-Essential Local Public Health Services (ELPHS) 1 ,477,771.00 Public Health Infrastructure 1 76,184.00 Sexually Transmitted Infection (STI) Control 1 87,086.00 Tuberculosis (TB) Control 1,626.00 Immunization Fixed Fees 1 5,950.00 Vision ELPHS 203,507.00 Immunization Vaccine Quality Assurance 5 2,672.00 WIC Breastfeeding 197,767.00 WIC Resident Services 2,218,179.00 EGLE Drinking Water and Onsite Wastewater Management 4 43,698.00 TOTAL \$ 9,247,576.00.

### **DISCUSSION:**

This is an agreement to implement qualifying local public health programs.

### **IMPACT ON HUMAN RESOURCES:**

The employees involved in these programs will continue to require the same human resources that they've been receiving. There are no additional resources needed at this time.

### **IMPACT ON BUDGET:**

This is a budgeted item.

**IMPACT ON FACILITIES:**

The employees involved in these programs will continue to use the same facilities that is currently being using.

**IMPACT ON TECHNOLOGY:**

The employees involved in these programs will continue to use the same technology that they have been using.

**CONFORMITY TO COUNTY PRIORITIES:**

The Genesee County Health Department works to promote and improve healthy safe and livable communities, long term financial stability, inclusive collaborative cultures, and community growth through providing clear communication, quality services, connection to available resources and collaboration community partner and other service providers in a way that is equitable and inclusive.

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 Health Officer to authorize accepting Local Health Department Cooperative Agreement (CO) 2025 grant funds issued by the Michigan Department of Health and Human Services (MDHHS) for the current budget in a total amount of \$ 9,247,576.00, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the December 4, 2024 meeting of the Human Services Committee of this Board).

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	Fees and Collections - 1st and 2nd Party	31,646.00	0.00	31,646.00	0.00	
	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	0.00	0.00	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	2,380.00	0.00	2,380.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	MDHHS Fixed Unit Rate	0.00	0.00	0.00	0.00	
	<b>Total Source of Funds</b>	34,026.00	0.00	34,026.00	0.00	
	<b>Totals</b>	34,026.00	0.00	34,026.00	0.00	

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	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	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	12,862.00	0.00	12,862.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	131,923.0 0	131,923.0 0	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	6,758.00	0.00	6,758.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	151,543.0 0	131,923.0 0	19,620.00	0.00	

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	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	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	0.00	0.00	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	0.00	0.00	0.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	Body Art Fee	27,480.00	27,480.00	0.00	0.00	
	<b>Totals</b>	27,480.00	27,480.00	0.00	0.00	

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	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	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	0.00	0.00	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	0.00	0.00	0.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	CSHCS Care Coordination	40,000.00	40,000.00	0.00	0.00	
	<b>Totals</b>	40,000.00	40,000.00	0.00	0.00	

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	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	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	352,724.0 0	352,724.0 0	0.00	0.00	
	Required Match - Local	352,724.0 0	0.00	352,724.0 0	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	0.00	0.00	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	91,398.00	0.00	91,398.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	796,846.0 0	352,724.0 0	444,122.0 0	0.00	

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	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	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	20,000.00	20,000.00	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	0.00	0.00	0.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	20,000.00	20,000.00	0.00	0.00	

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	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	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	284,819.0 0	284,819.0 0	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	0.00	0.00	0.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	284,819.0 0	284,819.0 0	0.00	0.00	

**Source of Funds**

	Category	Total	Amount	Cash	Inkind	Narrative
<b>1</b>	<b>Source of Funds</b>					
	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	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	0.00	0.00	0.00	0.00	
	MCH Funding	322,297.0 0	322,297.0 0	0.00	0.00	Attach Genesee-PLAN-FY25 ment : <u>(ESCMCH, IAP, VFC.DOCX</u>
	Local Funds - Other	0.00	0.00	0.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	322,297.0 0	322,297.0 0	0.00	0.00	

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	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	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	93,204.00	93,204.00	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	65,000.00	0.00	65,000.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	158,204.00	93,204.00	65,000.00	0.00	

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	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	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	0.00	0.00	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	0.00	0.00	0.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	Fetal Infant Mortality Review	4,115.00	4,115.00	0.00	0.00	
	<b>Totals</b>	<b>4,115.00</b>	<b>4,115.00</b>	<b>0.00</b>	<b>0.00</b>	

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	Fees and Collections - 1st and 2nd Party	1,126,334 .00	0.00	1,126,334 .00	0.00	
	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	613,242.0 0	613,242.0 0	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	130,810.0 0	0.00	130,810.0 0	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	1,870,386 .00	613,242.0 0	1,257,144 .00	0.00	

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	Fees and Collections - 1st and 2nd Party	5,000.00	0.00	5,000.00	0.00	
	Fees and Collections - 3rd Party	6,665.00	0.00	6,665.00	0.00	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	845,000.00	0.00	845,000.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	545,700.00	545,700.00	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	94,000.00	0.00	94,000.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	1,496,365 .00	545,700.00 0	950,665.0 0	0.00	

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00	
	Fees and Collections - 3rd Party	7,500.00	0.00	7,500.00	0.00	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	203,507.0 0	203,507.0 0	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	12,625.00	0.00	12,625.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	223,632.0 0	203,507.0 0	20,125.00	0.00	

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	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	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	75,000.00	75,000.00	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	42,500.00	0.00	42,500.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	117,500.00	75,000.00	42,500.00	0.00	

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	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	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	130,000.00	130,000.00	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	0.00	0.00	0.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	130,000.00	130,000.00	0.00	0.00	
		0	0			

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00	
	Fees and Collections - 3rd Party	233,404.00	0.00	233,404.00	0.00	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	185,883.00	185,883.00	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	42,733.00	0.00	42,733.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	462,020.00	185,883.00	276,137.00	0.00	
		0	0	0		

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	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	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	1,000,000 .00	1,000,000 .00	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	0.00	0.00	0.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	1,000,000 .00	1,000,000 .00	0.00	0.00	

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	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	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	70,000.00	70,000.00	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	0.00	0.00	0.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	70,000.00	70,000.00	0.00	0.00	

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	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	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	140,000.0 0	140,000.0 0	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	0.00	0.00	0.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	140,000.0 0	140,000.0 0	0.00	0.00	

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	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	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	119,689.0 0	119,689.0 0	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	0.00	0.00	0.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	119,689.0 0	119,689.0 0	0.00	0.00	

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	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	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	266,277.0 0	266,277.0 0	0.00	0.00	
	Required Match - Local	385,447.0 0	0.00	385,447.0 0	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	0.00	0.00	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	0.00	0.00	0.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	651,724.0 0	266,277.0 0	385,447.0 0	0.00	

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	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	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	1,477,771 .00	1,477,771 .00	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	0.00	0.00	0.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	1,477,771 .00	1,477,771 .00	0.00	0.00	

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	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	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	176,184.0 0	176,184.0 0	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	0.00	0.00	0.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	176,184.0 0	176,184.0 0	0.00	0.00	

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00	
	Fees and Collections - 3rd Party	14,800.00	0.00	14,800.00	0.00	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	187,086.0 0	187,086.0 0	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	0.00	0.00	0.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	201,886.0 0	187,086.0 0	14,800.00	0.00	

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	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	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	291,213.0 0	0.00	291,213.0 0	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	1,626.00	1,626.00	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	156,806.0 0	0.00	156,806.0 0	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	449,645.0 0	1,626.00	448,019.0 0	0.00	

**Source of Funds**

	Category	Total	Amount	Cash	Inkind	Narrative
<b>1</b>	<b>Source of Funds</b>					
	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	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	0.00	0.00	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	0.00	0.00	0.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	IMM: VFC - AFIX Visits	15,950.00	15,950.00	0.00	0.00	
	<b>Totals</b>	15,950.00	15,950.00	0.00	0.00	

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00	
	Fees and Collections - 3rd Party	7,500.00	0.00	7,500.00	0.00	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	203,507.0 0	203,507.0 0	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	12,627.00	0.00	12,627.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	223,634.0 0	203,507.0 0	20,127.00	0.00	

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	Fees and Collections - 1st and 2nd Party	26,938.00	0.00	26,938.00	0.00	
	Fees and Collections - 3rd Party	203,762.00	0.00	203,762.00	0.00	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	52,672.00	52,672.00	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	33,929.00	0.00	33,929.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	317,301.00	52,672.00	264,629.00	0.00	
		0		0		

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	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	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	197,767.0 0	197,767.0 0	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	0.00	0.00	0.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	197,767.0 0	197,767.0 0	0.00	0.00	

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	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	
	Federal or State (Non MDHHS)	2,500.00	0.00	2,500.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	2,218,179 .00	2,218,179 .00	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	235,007.0 0	0.00	235,007.0 0	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	2,455,686 .00	2,218,179 .00	237,507.0 0	0.00	

**Source of Funds**

	<b>Category</b>	<b>Total</b>	<b>Amount</b>	<b>Cash</b>	<b>Inkind</b>	<b>Narrative</b>
<b>1</b>	<b>Source of Funds</b>					
	Fees and Collections - 1st and 2nd Party	279,111.00	0.00	279,111.00	0.00	
	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00	
	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Federally Provided Vaccines	0.00	0.00	0.00	0.00	
	Federal Medicaid Outreach	0.00	0.00	0.00	0.00	
	Required Match - Local	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Local Non-ELPHS	0.00	0.00	0.00	0.00	
	Other Non-ELPHS	0.00	0.00	0.00	0.00	
	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00	
	MDHHS Comprehensive	443,698.00	443,698.00	0.00	0.00	
	MCH Funding	0.00	0.00	0.00	0.00	
	Local Funds - Other	98,414.00	0.00	98,414.00	0.00	
	Inkind Match	0.00	0.00	0.00	0.00	
	<b>MDHHS Fixed Unit Rate</b>					
	<b>Totals</b>	821,223.00	443,698.00	377,525.00	0.00	
		0	0	0		

<b>PROJECT TITLE</b>	<b>ALLOCATION AMOUNT</b>
Public Health Emergency Preparedness (PHEP) 10/1 - 6/30	131,923.00
Body Art Fixed Fee	27,480.00
Children's Special Hlth Care Services (CSHCS) Care Coordination	40,000.00
CSHCS Medicaid Outreach	266,277.00
Childhood Lead Poisoning Prevention	20,000.00
Children's Special Hlth Care Services (CSHCS) Outreach & Advocacy	284,819.00
MCH - Children	322,297.00
Emerging Threats - Hepatitis C	93,204.00
Fetal Infant Mortality Review (FIMR) Case Abstraction	4,115.00
Food ELPHS	613,242.00
Family Planning Services	545,700.00
Hearing ELPHS	203,507.00
HIV PrEP Clinic	75,000.00
HIV Prevention	130,000.00
Immunization Action Plan (IAP)	185,883.00
Infection Prevention and Healthcare- Associated Infections Response Support	1,000,000.00
Infant Safe Sleep	70,000.00
Lactation Consultant	140,000.00
Local MCH	119,689.00
MDHHS-Essential Local Public Health Services (ELPHS)	1,477,771.00
Public Health Infrastructure	176,184.00
Sexually Transmitted Infection (STI) Control	187,086.00
Tuberculosis (TB) Control	1,626.00
Immunization Fixed Fees	15,950.00
Vision ELPHS	203,507.00
Immunization Vaccine Quality Assurance	52,672.00
WIC Breastfeeding	197,767.00
WIC Resident Services	2,218,179.00
EGLE Drinking Water and Onsite Wastewater Management	443,698.00
<b>TOTAL</b>	<b>\$ 9,247,576.00</b>



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

File #: RES-2024-1496

Agenda Date: 12/4/2024

Agenda #: 6.

**To:** Charles Winfrey, Human Services Committee Chairperson

**From:** Michelle Estell RS., MSA Health Officer

**RE:** Approval of a Letter of Agreement (LOA) between the Genesee County Health Department and Region 10 Prepaid Inpatient health Plan (PIHP) to implement tobacco compliance services utilizing Designated Youth Tobacco Use Representatives

### **BOARD ACTION REQUESTED:**

Request to approve Letter of Agreement (LOA) with Region 10 Prepaid Synar Youth Tobacco Services.

### **BACKGROUND:**

This is an annual renewal contract. This agreement has occurred yearly between the Genesee County Health Department and Region 10 Prepaid Inpatient Health Plan (PIHP) to implement tobacco compliance services utilizing the Designated Youth Tobacco Use Representatives (DYTUR).

### **DISCUSSION:**

This agreement is to implement tobacco compliance services in community norms to impact youth tobacco sales trends in Genesee County.

### **IMPACT ON HUMAN RESOURCES:**

The employees involved in these programs will continue to require the same human resources that they've been receiving. There are no additional resources needed at this time.

### **IMPACT ON BUDGET:**

The Letter of Agreement will not exceed \$34,108.42 for a period from October 1, 2024, through September 30, 2025. The Funding Account is 2211-603.01-634.012; Funding Source: Region 10 Prepaid Inpatient Health Plan. No Additional County Appropriations are needed.

### **IMPACT ON FACILITIES:**

The employees involved in these programs will continue to use the same facilities that is currently being used.

### **IMPACT ON TECHNOLOGY:**

The employees involved in these programs will continue to use the same technology that they have been using.

**CONFORMITY TO COUNTY PRIORITIES:**

The Genesee County Tobacco Retail and Licensing program is working to promote and improve healthy safe and livable communities, long term financial stability, inclusive collaborative cultures, and community growth through providing tobacco, vaping and smoking cessation education to tobacco vendors and schools and throughout diverse communities. Conducting investigation and Synar and Non-Synar activities to eliminate sales of tobacco and vaping products to individuals under the age of 21. Lastly to ensure all facilities are current on licensing and have submitted the associated fee and or fines.

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 Health Officer to authorize entering into a grant agreement between Genesee County and Region 10 Prepaid Inpatient Health Plan to fund tobacco vendor education and Synar and Non-Synar actives programs at the Health Department, for the period commencing October 1, 2024, through September 30, 2025, in an amount not to exceed \$34,108.42 with no additional General Fund appropriation required, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the December 4, 2024 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the grant agreement on behalf of Genesee County.



**To:** Charles Winfrey, Human Services Committee Chairperson

**From:** Michelle Estell RS., MSA  
Health Officer

**RE:** Request to approve Letter of Agreement (LOA) with Region 10 Prepaid Synar Youth Tobacco Services

**BOARD ACTION REQUESTED –**

Request to approve Letter of Agreement (LOA) with Region 10 Prepaid Synar Youth Tobacco Services.

**BACKGROUND –**

This is an annual renewal contract. This agreement has occurred yearly between the Genesee County Health Department and Region 10 Prepaid Inpatient Health Plan (PIHP) to implement tobacco compliance services utilizing the Designated Youth Tobacco Use Representatives (DYTUR).

**DISCUSSION –**

This agreement is to implement tobacco compliance services in community norms to impact youth tobacco sales trends in Genesee County.

**IMPACT ON HUMAN RESOURCES –**

The employees involved in these programs will continue to require the same human resources that they've been receiving. There are no additional resources needed at this time.

**IMPACT ON BUDGET –**

The Letter of Agreement will not exceed \$34,108.42 for a period from October 1, 2024 through September 30, 2025. The Funding Account is 2211.603.01-957.004; Funding Source: Region 10 Prepaid Inpatient Health Plan. No Additional County Appropriations are needed.

**IMPACT ON FACILITIES –**

The employees involved in these programs will continue to use the same facilities that is currently being used.

**IMPACT ON TECHNOLOGY –**

The employees involved in these programs will continue to use the same technology that they have been using.

**CONFORMITY TO COUNTY PRIORITIES –**

The Genesee County Tobacco Retail and Licensing program is working to promote and improve healthy safe and livable communities, long term financial stability, inclusive collaborative cultures, and community growth through providing tobacco, vaping and smoking cessation education to tobacco vendors and schools and throughout diverse communities. Conducting investigation and Synar and Non-Synar activities to eliminate sales of tobacco and vaping products to individuals under the age of 21. Lastly to ensure all facilities are current on licensing and have submitted the associated fee and or fines.

LETTER OF AGREEMENT

Between

Region 10 Prepaid Inpatient Health Plan  
2186 Water St.  
Port Huron, MI 48060

And

Genesee County Health Department (Provider)  
630 S. Saginaw Street, Suite 4  
Flint, MI 48503

**PURPOSE:**

- This Letter of Agreement acknowledges that the Region 10 Prepaid Inpatient Health Plan (PIHP) authorizes Genesee County Health Department (Provider) to perform Synar youth tobacco services as described in Attachment A (Services Description).

**SERVICES RENDERED:**

- Provider responsibilities include:
  - Service details outlined in the Services Description (Attachment A).
- PIHP responsibilities include:
  - Payment Fee and Terms as described.

**TERM:**

- The effective date of this Agreement is October 1, 2024, through September 30, 2025.

**FEE**

- The PIHP agrees to purchase up to 31 units of Synar Tobacco Compliance Checks MBO 4002/V02 at \$148.04 per unit not-to-exceed \$4,589.24.
- The PIHP agrees to purchase up to 112 units of Non-Synar Tobacco Compliance Checks MBO 4001/V02 at \$148.04 per unit not-to-exceed \$16,580.48.
- The PIHP agrees to purchase up to 118 units of Tobacco Vendor Education at \$109.65 per unit not-to-exceed \$12,938.70.
- Total fees not to exceed \$34,108.42 with mileage costs included in the total contract fees. The budget amount will be utilized throughout the entire term of this Agreement.

**TERMS OF PAYMENT:**

- The PIHP agrees to pay the provider upon submission of a monthly invoice due the 10<sup>th</sup> of the month following the month in which services were provided. Units invoiced shall not exceed the amount listed within the Agreement.
- Services shall be provided within the Provider's geographical boundaries (county lines).
- Payment is contingent upon the PIHP's satisfaction of services.
- This contract obligation is contingent upon the availability of sufficient PIHP funding.
- The PIHP will not purchase services not listed in the PIHP/Provider agreement or services at locations not listed in the PIHP/Provider agreement contained herein.

**ADDITIONAL:**

- Either party may terminate this Agreement at any time with 30 days prior written notice.

Letter of Agreement  
Genesee County Health Department

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Region 10 PIHP Board Chairman / Designee

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Date

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Authorized Provider Signature  
Genesee County Health Department

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Date

**Attachment A**  
Synar Youth Tobacco Services Description

The Provider shall carry out its responsibilities under this LOA as detailed and as approved by the PIHP.

Region 10 PIHP shall contract with Genesee County Health Department to be the Designated Youth Tobacco Use Representative (DYTUR) for Genesee County. The DYTUR is responsible for conducting Synar Tobacco Prevention Services, including Non-Synar Tobacco Compliance Checks, Synar Tobacco Compliance Checks, and Tobacco Vendor Education.

**Provider responsibilities:**

1. Maintain the appropriate and current licensure or certification under applicable state statutes and regulations.
2. Ensure that PIHP policies are followed.
3. Ensure services are provided in accordance with the Michigan Department of Health and Human Services (MDHHS) SUD Services Policy Manual.
4. Specific Provider Services:
  - a. Conduct Non-Synar Tobacco Compliance Checks per MDHHS/OROSC Synar protocol with tobacco retailers in Genesee County.
  - b. Conduct Synar Tobacco Compliance Checks per MDHHS/OROSC Synar protocol with tobacco retailers identified within the official sample sent from MDHHS/OROSC.
    - i. Provider shall conduct compliance checks with at least 20% of retailers on the county's Master Retailer List.
  - c. Conduct Tobacco Vendor Education per MDHHS/OROSC Synar protocol with tobacco retailers within Genesee County.
  - d. Ensure that Synar tobacco Compliance Checks are completed by male and female youth in accordance with a ratio established by the PIHP.
  - e. Supply sixteen (16) – nineteen (19) year old youths to conduct both Non-Synar and Synar tobacco Compliance Checks.
    - i. Ensure that employing students complies with the Youth Employment Act and follows Workers Compensation rules regarding the Youth Employment Standard.
    - ii. All paid youth workers must be covered by Worker Compensation and possess work permits. Student work permits must be on file with the employing agency.
    - iii. Workers Compensation policy needs to cover the youth employed to conduct tobacco Compliance Checks.
    - iv. Maintain on file a copy of the youth's Work Permit, information can be found here: [http://www.michigan.gov/mde/0,4615,7-140-6530\\_2629\\_59590---,00.html](http://www.michigan.gov/mde/0,4615,7-140-6530_2629_59590---,00.html)
  - f. Endeavor to achieve a twenty percent (20%) or less Retailer Violation Rate (RVR).
  - g. Track staff hours utilizing the Region 10 Tobacco Quarterly Report and also expenditures related to this Letter of Agreement.

- h. Required Reporting
  - i. Program protocols and procedures (initial)
  - ii. Michigan Prevention Data System (MPDS):
    - Provider shall enter all DYTUR activities by the tenth (10<sup>th</sup>) of the month for the previous month's activities.
      - Provider shall ensure that activities are entered accurately and in accordance with the group guide sheet provided by the PIHP.
      - Provider shall include name and full address of retailer in the "Notes" section of the activity screen for each compliance check and vendor education visit completed.
    - iii. Original Youth Tobacco Act (YTA) Compliance Check Reporting forms for each Synar Compliance Check conducted due to the PIHP by identified due date.
    - iv. Copy of Non-Synar Compliance Check Reporting forms for each Non-Synar Compliance Check conducted.
    - v. Revised Genesee County Master Retailer List in accordance with guidelines given by the Michigan Department of Health and Human Services (MDHHS)/Office of Recovery Oriented Systems of Care (OROSC).
    - vi. Complete Region 10 Tobacco Quarterly Report on a quarterly basis. Due the fifteenth (15<sup>th</sup>) day following the end of each quarter.
- 5. Subcontracts
  - a. The services provided under this contract shall not be subcontracted without the express written approval of the PIHP. PROVIDER assures for any subcontracted service or product:
    - i. 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 PIHP upon written request within thirty (30) days of execution of the Contract.
    - ii. That any executed subcontract to this Contract shall require the subcontractor to comply with all applicable terms and conditions of this Contract. In the event of a conflict between this Contract and the provisions of the subcontract, the provisions of this Contract shall prevail.
  - b. A conflict between this Contract and a subcontract shall not be deemed to exist where the subcontract:
    - i. Contains additional non-conflicting provisions not set forth in this contract.
    - ii. Restates provisions of this Contract to afford the PROVIDER the same or substantially the same rights and privileges as the PIHP; or
    - iii. Requires the subcontractor to perform duties and/or services in less time than that afforded the PROVIDER in this Contract.
    - iv. Does not affect the PROVIDER's accountability to the PIHP for the subcontracted activity.
    - v. Requires any billing or request for payment for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services.
    - vi. Acknowledges the PROVIDER will submit a copy of the executed subcontract if requested by the PIHP.

- c. Subcontracts in support of programs or elements utilizing funds provided by the PIHP, the State of Michigan or the federal government in excess of \$10,000.00 shall contain provisions or conditions that will:
  - i. Allow the PROVIDER or PIHP to seek administrative, contractual, or legal remedies in instances in which the PROVIDER violates or breaches contract terms and provide for such remedial action as may be appropriate.
  - ii. Provide for termination by the PROVIDER, including the manner by which termination will be affected and the basis for settlement.
  - iii. This Contract shall be binding upon the Parties hereto and their respective successors and shall be binding on the assigns of the PIHP.

PIHP responsibilities:

1. Payment Fee and Terms as described.
2. In the event circumstance occur that are not reasonably foreseen, or are beyond the control of the PIHP, that reduces or otherwise interferes with the PIHP's ability to provide or maintain specified supports / services for its service area, the PIHP shall provide immediate notice to the Provider if it would result in any reduction of the funding terms upon which this agreement is contingent.
3. Contract Monitoring
  - a. Assignment of staff member to ensure regular monitoring and reporting on the Provider's performance, as well as actions to insure performance improvement and compliance with all stated requirements.
  - b. Conduct ongoing monitoring of Provider with formal contract monitoring reviews occurring no less than annually.
  - c. Conduct follow-up reviews/monitoring to verify that any action plan is implemented.

Fraud and Abuse reporting responsibilities:

The PIHP has responsibility and authority to make fraud and/or abuse referrals to the Office of the Attorney General, Health Care Fraud Division. Providers who have any suspicion or knowledge of fraud and / or abuse within any of the PIHP's programs must report directly to the PIHP by calling (810) 966-3399 or by sending a memo to:

**Corporate Compliance Officer**  
**Region 10 PIHP**  
**2186 Water St.**  
**Port Huron, MI 48060**

When reporting suspected fraud and/or abuse, the provider should supply, if possible, the following information to the PIHP:

1. Name of the complaint.

2. The name of the individuals or entity involved in the suspected fraud and/or abuse, including name, address, phone number, and Medicaid identification number and/or any other identifying information.

The Provider shall not attempt to investigate or resolve the reported alleged fraud and/or abuse. The Provider must cooperate fully in any investigation by the PIHP, MDHHS or Office of the Inspector General, and with any subsequent legal action that may arise from such investigation.

Other:

1. Amendments:
  - a. Any amendments or changes to the terms and services of this agreement shall only become effective upon mutual acceptance and signed by both parties of any such amendments.
2. This Agreement shall be construed according to the laws of the State of Michigan as to the interpretation, construction, and performance.
3. The parties hereto and their officers, employees, servants, and agents shall perform all their respective duties and obligations under this Agreement in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

#### REQUIRED REPORTS

Reporting Requirement	Reporting Frequency	Reference
W-9	Initial	Region 10 PIHP Form Index
ACH Authorization	Initial	Region 10 PIHP Form Index
National Provider Identifier (NPI) Submission	Initial	Provider Responsibility
MPDS Reporting	Monthly	Provider Responsibility
Tobacco Quarterly Report	Quarterly Report	As identified by PIHP
Master Retailer List Updates	Annual	As identified by PIHP
Non-Synar Compliance Check Forms	Annual	As identified by PIHP
Original Synar Compliance Check Forms	Annual	As identified by PIHP
Invoice	Monthly	Provider Responsibility

All PIHP forms can be found at [www.Region10PIHP.org](http://www.Region10PIHP.org)

Letter of Agreement  
Genesee County Health Department

**PREVENTION SERVICES**

MBO	STRATEGY CODE	PREVENTON SERVICE	PREVENTION SERVICE DESCRIPTION	UNIT OF MEASURE	PLANNED UNITS	UNIT COST	AMOUNT
4001	V02	Non-Synar Tobacco Compliance Checks	Use of youth decoys to complete tobacco compliance checks with randomly selected tobacco retailers throughout Genesee County	15-minute MPDS Unit	112	\$148.04	\$16,580.48
4002	V02	Synar Tobacco Compliance Checks	Use of youth decoys to complete formal tobacco compliance checks with tobacco retailers selected by MDHHS.	1 Check	31	\$148.04	\$4,589.24
4003	V02	Tobacco Vendor Education	Provide tobacco education per MDHHS protocol to tobacco retailers in Genesee County.	15-minute MPDS Unit	118	\$109.65	\$12,938.70
							Total \$34,108.42



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

File #: RES-2024-1498

Agenda Date: 12/4/2024

Agenda #: 7.

**To:** Charles Winfrey, Human Services Committee Chairperson

**From:** Michelle Estell, RS, MA, Health Officer

**RE:** Approval of an agreement between Genesee County and Mott Children's Health Center, in the amount of \$66,511, to provide for the Kindergarten Oral Health Assessment (KOHA) Program; the costs for this agreement, fully grant funded, will be paid from account 2211-607.02-801.000

### **BOARD ACTION REQUESTED:**

Approval to extend the contract with Mott Children's Health Center to provide for oral health screenings to children entering their first year of school.

### **BACKGROUND:**

The Michigan Public Health Code requires that all children entering their first year of school have an oral health assessment prior to starting school [[MCL 333.9316 <https://www.legislature.mi.gov/\(frkl5kqd2fpymo2b1eucvj10\)/mileg.aspx?page=getobject&objectname=mcl-333-9316&query=on&highlight=dental>](https://www.legislature.mi.gov/(frkl5kqd2fpymo2b1eucvj10)/mileg.aspx?page=getobject&objectname=mcl-333-9316&query=on&highlight=dental)]. The Public Health Code also requires that the Michigan Department of Health and Human Services (MDHHS) establish and maintain a dental oral health assessment program in each area of the state served by a local health department (LHD). To accomplish this, MDHHS funds LHDs to conduct the oral health assessments.

### **DISCUSSION:**

The Genesee County Health Department has contracted with Mott Children's Health Dental Center (MCHC) to provide these services since the KOHA program's inception in 2023. MCHC is a trusted community resource with the dental expertise, professional staff in place to go into all local schools and provide oral health screenings free of charge to local families. **No additional county appropriation is needed.**

### **IMPACT ON HUMAN RESOURCES:**

There is no expected impact on facilities.

### **IMPACT ON BUDGET:**

Costs for this contract are budgeted from the account 2211-607.02-801.000 and are not to exceed \$66,511. **No additional county appropriation is needed.**

### **IMPACT ON FACILITIES:**

There is no expected impact on facilities.

### **IMPACT ON TECHNOLOGY:**

Standard forms of communication (email, phone, virtual meetings) technology will be utilized to

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communicate with MCHC staff.

**CONFORMITY TO COUNTY PRIORITIES:**

The KOHA program contributes to a healthy, livable, and safe community by promoting early detection of dental issues, improving school readiness, and reducing health disparities. It ensures equitable access to preventive care for children, particularly in underserved areas, while fostering trust and collaboration between public health, schools, and families. This proactive approach enhances overall well-being and supports academic success, aligning with public health 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 Health Officer to authorize entering into a contract between Genesee County and Mott Children's Health Center, whereby the contractor will provide services related to the Kindergarten Oral Health Assessment program, for the period commencing October 1, 2024, through September 30, 2025, at a cost not to exceed \$66,511.00 to be paid from account 2211-607.02-801.000 with no additional county appropriation required, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the December 4, 2024 meeting of the Human Services Committee of this Board), and the Chief Financial Officer is directed to record the attached budget amendment, and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.



GENESEE COUNTY  
— MICHIGAN —

## **LEGISTAR SUBMISSION CHECKLIST\***

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

### **DOES THE PROJECT NEED A CONTRACT?**

**1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)**

Yes:  (Go to Question 2)

No:  (Go to Question 4)

**2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?**

Yes:  This project requires a contract, skip to the contracts section.

No:  (Go to Question 3)

**3) Has the vendor presented a document for the county to sign?**

Yes:

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No:

- Use a **Purchase Order** You do not need to complete the remainder of this form.

**4) Is this a request for services, an IT submission, or construction work?**

Yes:  This project requires a contract, skip to the contracts section.

No:  Contact Corporate Counsel office prior to submitting into Legistar.

## **CONTRACTS**

\* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. \* If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

**1) Is this a new contract or a renewal/extension?**

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

**2) How is the contract funded?**

- a. Budgeted or General Funds: \_\_\_\_\_ (Go to Question 3)
- b. Grant Funded: \_\_\_\_\_ (Go to Question 4)
- c. Millage Funded: \_\_\_\_\_ (Go to Question 5)

**3) What is the vendor providing?**

- a. Services: 
  - Use the **Professional Service Contract Template**
- b. Construction/Physical Building Altercation/Remodel 
  - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

\* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. \*

**4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient**

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

**5) Is this a new contract/agreement?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

- a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?
  - If **yes**, use the template/previous agreement.
  - If **no**, contact Corporate Counsel regarding template/previous agreement.

**6) Is a contract that is not a County prepared contract being submitted for review?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

- a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

\* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.

# RECIPIENT CHECKLIST FOR DETERMINING IF THE ENTITY RECEIVING FUNDS HAS A CONTRACTOR OR SUBRECIPIENT RELATIONSHIP

This document is intended to help a recipient of federal funds make a judgment as to whether each agreement it makes, for the disbursement of federal program funds, casts the entity receiving the funds in the role of a subrecipient or a contractor. Based on 2 CFR Chapter I, Chapter II, Part 200 et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), issued by the U.S. Office of Management and Budget (OMB) on December 26, 2013, and effective for non-federal entities on December 26, 2014, the following information is intended for use by all non-federal entities.

## Important Terms:

**Recipient:** A non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients. (See 2 CFR 200.86 of the Uniform Guidance.)

**Subrecipient:** A non-federal entity that receives a subaward for the purpose of carrying out part of a federal award. The subaward creates a federal assistance relationship with the subrecipient. (See 2 CFR 200.93 & .330 (a) of the Uniform Guidance.)

**Contractor:** A non-federal entity that receives a contract for the purpose of providing goods and services for the awarding non-federal entity's own use. The contract creates a procurement relationship with the contractor. The Uniform Guidance replaced the term "Vendor" with "Contractor." (See 2 CFR 200.22 & .330 (b) of the Uniform Guidance.)

**Instructions:** The "Characteristics" column in this checklist is based on language in the Uniform Guidance. The column lists characteristics that support the classification of a non-federal entity as a subrecipient or contractor. Since all of the characteristics listed may not be present in all cases, the Uniform Guidance recognizes that the recipient "...must use judgment in classifying each agreement as a subaward or a procurement contract." (2 CFR 200.330 (c).) In the "Explanations" column, AGA provides additional information to assist in answering the questions under "Characteristics." Answer each question by checking "yes" or "no" where indicated. Based on responses to the questions, a key provided at the end of each section will help in making a judgment as to whether a subrecipient or contractor relationship exists. White space is provided in between the "Characteristics" column and the "Explanation" column so that users can tailor this checklist to accommodate the unique aspects of various programs or jurisdictions.

**Note:** One check in a subrecipient box does not necessarily mean the entity is a subrecipient. A judgment should be based on the totality of responses.

Office \_\_\_\_\_

Entity receiving funds \_\_\_\_\_

Funding Source(s) \_\_\_\_\_

Notes:

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## CHARACTERISTICS

### Decision Making Authority

**200.330 a. 1** Determines who is eligible to receive what Federal assistance;

a. Does the entity determine who is eligible to participate in the federal program?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

**200.330 a.3** Has responsibility for programmatic decision making;

a. Does the entity have the ability to make decisions about how services will be delivered to participants, in accordance with federal programmatic requirements?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

**OR**

**200.330 b.4** Provides goods or services that are ancillary to the operation of the Federal program;

b. Does the entity provide goods or services for the recipient's own use?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

b. Does the entity provide services designated by the recipient to serve the recipient's participants without regard to specific federal programmatic requirements?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.  
If you selected "yes" to **EITHER** item **b**, this is an indicator of a contractor relationship.

**Subrecipient** **Contractor**

### Nature of Award

**200.330 a. 2** Has its performance measured in relation to whether objectives of a federal program were met;

a. Are the scope of work (or portion, if applicable) and terms and conditions of the agreement the same for the entity as they are for the recipient that received the federal funds?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

a. Is the entity carrying out completion of the goal of the grant (or part, if applicable) as stated in the federal award?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

**OR**

**200.330 b.5** Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. Does the recipient develop the scope of work and terms and conditions of the agreement to meet the recipient's needs?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.  
If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

**Subrecipient** **Contractor**

## EXPLANATIONS

If the entity determines whether a participant meets a federal program's eligibility requirements for assistance, it is most likely a subrecipient.

A contractor may provide services to clients in a program after eligibility has been determined by the recipient.

If the entity has authority to make decisions regarding the delivery of service, operations, or types of assistance provided within the terms of the agreement, it is typically a subrecipient.

If the entity provides goods or services directly to the recipient or to program participants at the direction of the recipient and does not make programmatic decisions or adhere to program requirements, it is typically a contractor.

## EXPLANATIONS

If the entity is providing a service for the recipient to meet the goal of the grant, it is a contractor; if the entity is providing a service that carries out a goal within the scope of the grant, it is a subrecipient. When a grant program contains multiple goals, it is possible for the recipient to complete part of the goals and for the entity to perform another part.

If the scope of the agreement is per the federal program terms/guidance, the entity is a subrecipient. A subrecipient may also provide programmatic or progress reports to ensure compliance with federal program requirements.

Conversely, if the scope of the agreement is per the recipient's terms and not federal program guidance, and if the recipient's oversight is governed only by the contract terms and conditions, it is a contractor.

**200.330 a.4** Is responsible for adherence to applicable Federal program requirements specified in the Federal award;

a. Funding to the entity depends on the entity's ability to best meet the objectives of the award. Although performance is measured against federal award objectives, the entity assumes little risk if the objectives are not met.

Yes  No

**200.330 b.5** Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. The entity assumes financial risk if they fail to deliver the goods or services agreed upon.

Yes  No

If you selected "yes" to item **a**, this is an indicator of a subrecipient relationship. If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

**Subrecipient** **Contractor**

## Criteria for Selection

**200.330 a.5** In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

a. Does the entity demonstrate a financial or public need for funding to carry out a project or provide a service?

Yes  No

a. Will the entity be contributing match or other non-Federal funding in support of the award?

Yes  No

a. Will the entity be reimbursed for only actual costs incurred?

Yes  No

OR

**200.330 b.3** Normally operates in a competitive environment;

b. Were procurement policies applied in the selection of the entity?

Yes  No

b. Was the entity's proposed price a factor in the selection process?

Yes  No

b. Will the entity derive a profit from the agreement?

Yes  No

If you selected "yes" to **ANY** item **a**, this is an indicator of a subrecipient relationship. If you selected "yes" to **ANY** item **b**, this is an indicator of a contractor relationship.

**Subrecipient** **Contractor**

If the funding is given to the entity with a purpose of completing the goal of the grant, the recipient will be required to ensure the entity adheres to federal grant program guidance. The recipient will also be required to monitor the activities of the entity per Uniform Guidance section 200.331. The entity assumes little risk should federal grant guidance not be met. The risk falls with the recipient.

If the recipient directs specific activities to be completed by the entity, by providing goods or services, the risk falls on the entity to deliver, per the agreement terms. In this case, the entity would not be required to adhere to the federal grant program requirements, just the terms and conditions in the agreement with the recipient.

**200.330 b.1** Provides the goods and services within normal business operations;

Yes  No

b. Is the entity's normal business to provide the goods or services being purchased in the agreement?

**200.330 b.2** Provides similar goods or services to many different purchasers;

b. Does the entity provide the same goods or services to other organizations? Yes  No

If you selected "no" to **EITHER** item, it is an indicator of a subrecipient relationship. If you selected "yes" to **BOTH** items, it is an indicator of a contractor relationship.

**Subrecipient** **Contractor**

## Determination

## EXPLANATIONS

### Final Determination

**Subrecipient** **Contractor**

Review all the entries and make an overall determination of the relationship. **Check the appropriate box in this section.**

**Determined by** \_\_\_\_\_ (enter name of person initially making decision) \_\_\_\_\_ (date)

**Approved by** \_\_\_\_\_ (enter name of person reviewing) \_\_\_\_\_ (date)

*Based on the relationship determined above, see additional guidance on requirements governing agreements.*

*Section 200.331 - "Requirements for pass-through entities," for subrecipient agreements,*

*Section 200.317 through 200.326 - "Procurement Standards," for contractor agreements.*

# GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: **Mott Children's Health Dental Center**

<b>Coverage Required</b>		<b>Limits (Figures denote minimums)</b>
<input checked="" type="checkbox"/>	1. Workers Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/>	2. Employers' Liability	\$500,000 accidental/disease \$1,000,000 policy limit, disease Including Premises/Operations
<input checked="" type="checkbox"/>	3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<input checked="" type="checkbox"/>	4. Professional Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
	5. Medical Malpractice	\$500,000 per occurrence \$1,000,000 in aggregate
	6. Automobile liability	\$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
	7. Umbrella liability/Excess Coverage	\$1,000,000 BI & PD and PI
<input checked="" type="checkbox"/>	8. Genesee County named as an additional insured on other than worker' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
<input checked="" type="checkbox"/>	9. Other Insurance Required: Abuse & Molestation - \$1,000,000 limit	
<input checked="" type="checkbox"/>	10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/>	11. The Certificate must state : Mott Children's Health Dental Center – Health Dept.	

### Insurance Agent's Statement

I have reviewed the requirements with the bidder named below. In addition:

\_\_\_\_\_ The above required policies carry the following deductibles:

\_\_\_\_\_ Liability policies are **occurrence** \_\_\_\_\_ **claims made** \_\_\_\_\_

\_\_\_\_\_ Insurance Agent \_\_\_\_\_ Signature

### Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

\_\_\_\_\_ Contractor \_\_\_\_\_ Signature

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

## CERTIFICATE OF INSURANCE

The CERTIFICATE OF INSURANCE neither affirmatively nor negatively amends, extends or alters the coverage afforded by these policies.

This is to certify that the following policies, subject to the terms, conditions and exclusions have been issued by this company. The company will mail to the party to whom this Certificate is issued a record of any material change in or cancellation of said policy or policies, but takes no responsibility for failure to do so.

<b>Additional Insured:</b> Genesee County Health Department c/o Mott Childrens Health Center 806 Tuuri Place Flint, MI 48503	<b>First Named Insured:</b> Mott Childrens Health Center 806 Tuuri Place Flint, MI 48503	<b>Producer:</b> Coverys Insurance Services 3100 West Road Building 1, Suite 200 East Lansing, MI 48823
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<b>POLICY PERIOD:</b> 01/01/2024 to 01/01/2025 at 12:01 A.M. Standard Time at Named Insured address above.	<b>DESCRIPTION OF BUSINESS:</b> Institution
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<b>COMMERCIAL LIABILITY POLICY</b>		<b>POLICY No:</b> 002MI000012423	<b>FORMER POLICY No:</b> 002MI000012423
<b>Coverage Parts</b>	<b>Coverage Type / Retroactive Date</b>	<b>Limits</b>	
Commercial General Liability	Claims Made Retroactive Date: 01/01/1987	\$1,000,000	Each Incident Limit
		\$3,000,000	General Aggregate
		\$3,000,000	Products-Completed Operations Aggregate
		\$1,000,000	Personal and Advertising Injury Limit (any one person or organization)
		\$50,000	Damages to Premises Rented to the Named Insured Limit (any one premises)
		\$5,000	Medical Expense Limit (any one person)

**Special Conditions:** With respect to Commercial General Liability, coverage is provided sharing in the limit of liability of Mott Childrens Health Center, only with respect to liability for INJURY caused, in whole or in part, by a NAMED INSURED'S acts or omissions or the acts or omissions of those acting on a NAMED INSURED'S behalf in the performance of a NAMED INSURED'S ongoing operations, or in connection with a NAMED INSURED'S premises owned by or rented to a NAMED INSURED. Other conditions and/or exclusions may apply. Please refer to the policy for applicable terms and conditions.

Gregg L. Hanson  
President & CEO

Erin B. Bagley  
Assistant Secretary

## PROFESSIONAL SERVICES CONTRACT

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

### 1. Agreement and Authority

Execution of this Agreement is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of County Commissioners.

### 2. Term

#### 2.1 Initial Term

The initial term of this Contract commences on **May 1, 2023**, and shall be effective through **September 30, 2024** (the "Initial Term").

#### 2.2 Extension Terms

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

### 3. Scope of Work

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

### 4. Compensation

*Budget Reimbursement.* The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed **\$64,626.00**. The Contractor's projected budget for the Initial Term of this Contract is attached as Exhibit C (the "Budget"). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

4.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.

- 4.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.
- 4.3 The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any supporting documentation such as time sheets and receipts for incurred expenses. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.
5. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.
6. **Contract Administrator**

The contract administrator for this Contract is **Tamara Brickey** (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.

7. **Warranties**

The Contractor warrants that:

- 7.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 7.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 7.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 7.4 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.

## **8. Suspension of Work**

### **8.1 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.

### **8.2 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.

## **9. Termination**

### **9.1 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.

### **9.2 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.

### **9.3 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.

### **9.4 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.

## **10. Equipment Purchased with County Funds**

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

### **10.2 Reporting**

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

### **10.3 Conveyance to the County**

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

## **11. 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, 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.

## **12. 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".

## **13. 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.

## **14. Audit Rights**

### **14.1 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.

### **14.2 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.

### **14.3 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.

#### **14.4 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.

### **15. Identity Theft Prevention**

- 15.1** 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.
- 15.2** 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.

### **16. Insurance Requirements and Indemnification**

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit B and keep such insurance coverage in force throughout the life of this Contract.

#### **16.1 Insurance Certificate and Additional Insured Coverage**

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

#### **16.2 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.

## **17. Independent Contractor**

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

## **18. General Provisions**

### **18.1 Entire Contract**

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

18.1.1. The Contract – This Professional Services Contract

18.1.2. Exhibit A – The Scope of Work

18.1.3. Exhibit B – The Insurance Checklist

18.1.4. Exhibit C – The Contractor's Budget

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.

### **18.2 No Assignment**

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

### **18.3 Modification**

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

### **18.4 Binding Effect**

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

### **18.5 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.

#### 18.6 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.

#### 18.7 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.

#### 18.8 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.

#### 18.9 Remedies

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

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

MOTT CHILDREN'S HEALTH

By: Todd Wiseley  
Todd Wiseley  
President, CEO, Mott Children's Health

Date: 3/11/24

COUNTY OF GENESEE

By: James Avery  
Ellen Ellenburg, Chairperson James Avery  
Board of County Commissioners

Date: 2/21/24

## EXHIBIT A

### Description of the Services

On Behalf of Genesee County Health Department, Mott Children's Health Dental Center will provide assessments to kindergarten aged children in Genesee County Schools. Guidance from the Michigan Department of Health and Human Services is attached below.



### Kindergarten Oral Health Assessment Program Guidelines

Public Act 261 of 2020 was enacted to ensure that children enrolling into their first year of school have

an opportunity to receive an oral health assessment prior to entering their first year of school. Included in this law is the requirement that the Michigan Department of Health and Human Services (MDHHS) establish and maintain a dental oral health assessment program in each area of the state served by a local health department (LHD). To accomplish this, MDHHS is funding LHDs to conduct the oral health assessments. This Kindergarten Oral Health Assessment Program (KOHA) guidance is for use by LHDs and any subcontractors the LHDs engage to implement the KOHA Program.

#### Roles and Responsibilities

- **Parent(s)/Guardian(s)** are responsible for getting their child's dental assessment prior to the first day of kindergarten if they choose to have their child assessed. Note that the law does not mandate the assessments, and there is no penalty for the student if a parent/guardian chooses not to have their child assessed.
- **Schools** facilitate the assessments by communicating the information to parents/guardians and by including dental assessments in their Roundups or registration events, if available.
- **LHDs** offer no-cost assessments to all eligible children within their service area and coordinate events with local schools and pre-K settings.
- **School officials** report a summary of student dental assessment data to MDHHS no later than November 1<sup>st</sup> of each year.

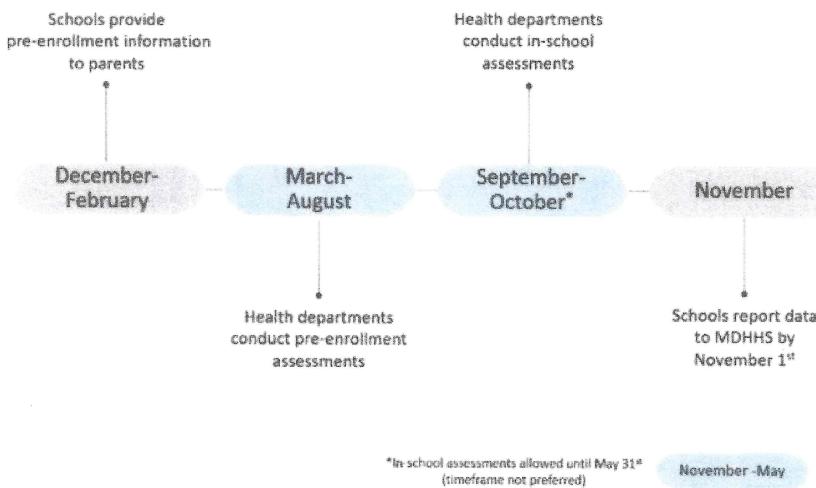
## **LHD/Subcontractor Legal Requirements**

- An LHD must be either designated as a grantee health agency under the [PA 161 Program](#) or permitted to operate as a [Mobile Dental Facility](#) within the state of Michigan, unless the LHD subcontracts all assessments to an outside agency. Any agency that is subcontracted by an LHD to conduct assessments on its behalf must be either designated as a grantee health agency under the PA 161 Program or permitted to operate as a Mobile Dental Facility within the state of Michigan.
- LHDs and subcontractors must follow all applicable federal, state, and local laws, and all administrative rules, regulations, and ordinances, including those required for their PA 161 designation and/or mobile dental facility permit approval.

## **Assessments**

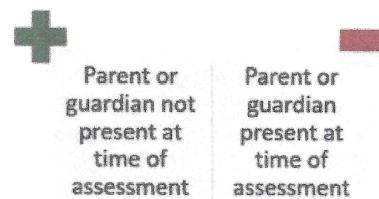
- The assessments must be offered to all eligible children within an LHD's service area free of charge and regardless of insurance status. Insurance may be billed for the service.
  - Note there are provisions in the law that also allow for private dental offices and school-contracted dental providers to provide the assessments.
- The assessments must be performed by a Registered Dental Hygienist, Dentist, or Dental Therapist.
- Effort should be made to complete as many assessments as possible prior to the start of the kindergarten school year, but no assessments should be done earlier than 6 months prior to the start of school. Assessments can be done during the kindergarten school year for the purpose of reaching children who did not receive an assessment prior to starting school, but should not be done as an agency's primary means of assessment.

## KOHA TIMELINE



- A signed consent form must be obtained from a parent/guardian in all instances where a parent/guardian is not present for the assessment. If a parent/guardian is present at the time of assessment, a signed consent form is not required; the choice of the parent/guardian to proceed with assessment at that time is considered active consent. Schools/pre-K settings will be responsible for providing the consent forms to parents/guardians and collecting them prior to the time of assessment. LHDs should work with local schools to coordinate this. LHDs should keep copies of signed consent forms in paper or electronic format. A KOHA consent form template has been created to facilitate parent/guardian notification and consent.

### Need for Signed Consent Form



- The results of assessment must be documented on the KOHA assessment form provided by MDHHS. The KOHA assessment form may also be used to notify parents/guardians of results. MDHHS Form 3305 (Health Appraisal Form) may be used in lieu of the KOHA assessment form if the parent/guardian presents it at the time of assessment or a school requires its use. The 3305 Form should be distributed and retained in the same manner as the KOHA assessment form.

- If a parent/guardian is present for the assessment: a copy of the completed assessment form should be given directly to the parent/guardian; the parent/guardian is responsible for returning the completed form to the school.
- If a parent/guardian is not present for the assessment:
  - the LHD and/or LHD subcontractor should provide the results to the parent/guardian in a manner that reasonably safeguards against accidental disclosure of protected health information;
  - the LHD and/or subcontractor should notify the school/pre-K setting that an assessment was done on the child (e.g. pass/refer/absent). It is not necessary to provide the school/pre-K setting with the full assessment. Any information provided to a school/pre-K setting about a child's assessment should be done in manner that reasonably safeguards against accidental disclosure of protected health information.
- Copies of completed assessment forms should be retained by the agency for its records; these may be kept in paper or electronic format.
- The Recommendations portion of the assessment form must be filled out completely by the person performing the assessment, signed and dated. Only categories of need are documented on the assessment form. It is not necessary to document the presence of fillings, sealants, or silver diamine fluoride.
- If assessment findings warrant referral for dental treatment, a referral should be provided to the parent/guardian at the time of assessment. If the parent/guardian is not present, the referral should be provided to the parent/guardian in a manner that reasonably safeguards against accidental disclosure of protected health information. The LHD/subcontractor should use its own referral form for this.
- The LHD should develop a list of local dental resources and provide when appropriate. The [Michigan Oral Health Directory](#) lists dental safety-net resources by county.
- An agency's referral and follow-up and abuse/neglect protocols in place under its PA 161 Program designation/mobile dentistry permit serve as its respective protocols for KOHA.

### **Data Reporting**

The LHD must report the following metrics in aggregate to MDHHS 30 days following the close of each fiscal quarter:

Screening Events: Number of screening events held on-site or off-site; do not count individual appointments/individual walk-in screenings as events  
Children Screened: Unduplicated count of all children screened, either at screening event or on an individual basis; this will equal the sum of Routine Care +  
No Urgent Needs: Number of children screened who had no urgent needs  
Treated Decay: Number of children screened who had treated decay present  
Untreated Decay: Number of children screened who had untreated decay present  
Routine Care Needed: Number of children screened who had routine care recommended; do not count as routine care if child given a referral  
Referral: Number of children screened who required referral for urgent/restorative needs or specialist care

Reporting instructions are detailed on Attachment 3 of an LHD's KOHA contract with MDHHS.

#### **For Additional Assistance**

Michele Kawabe, MPH, RDN, CDCES  
Kindergarten Oral Health Assessment Program Consultant  
Michigan Department of Health and Human Services - Oral Health Unit  
(517) 342-4128  
[kawabem@michigan.gov](mailto:kawabem@michigan.gov)



## KINDERGARTEN ORAL HEALTH ASSESSMENT FORM

The Kindergarten Oral Health Assessment law [*Public Health Code Act 368 Section 333.9316*] was passed to ensure that children entering their first year of school are able to receive an oral health assessment (dental screening) prior to starting school. Good oral health is important to help children stay healthy and ready to learn. This optional assessment will let you know if your child has any dental problems that require attention by a dentist. The assessment must be done by a Registered Dental Hygienist, Dentist, or Dental Therapist.

STUDENT INFORMATION	
Child's Name (Last, First, Middle)	Date of Birth (mm/dd/yy)
Address (Number, Street, City, Zip Code)	Home/Cell Phone Number
Parent/Guardian Name (Last, First, Middle)	Parent/Guardian Email
School Name	

DENTAL EXAM OR ASSESSMENT RECOMMENDATIONS (Licensed dental professional must complete this section)		
Date of Service	Type of service	
	<input type="checkbox"/> Dental Exam	<input type="checkbox"/> Dental Assessment
Findings (check all that apply)	Recommendations (check ONE)	
<input type="checkbox"/> No urgent needs <input type="checkbox"/> Treated decay <input type="checkbox"/> Untreated decay	<input type="checkbox"/> Routine care <input type="checkbox"/> Referral for urgent needs/restorative care or specialist	
Screening Provider (check one)		
<input type="checkbox"/> Dentist	<input type="checkbox"/> Dental Therapist	<input type="checkbox"/> Dental Hygienist
Provider Signature	Agency/Local Health Department	
Provider Name (print)	Phone	

Additional Comments:

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**(USE SCHOOL LETTERHEAD AND COMPLETE FILLABLE SECTIONS)**

Dear Parent or Guardian,

The State of Michigan passed a law [Public Health Code Act 368 Section 333.9316] to ensure that children have an opportunity to receive an oral health assessment (dental screening) before they enter kindergarten. Good oral health is important to help children be healthy and ready to learn, and the purpose of the screening is to make sure your child does not have any dental problems that would prevent them from doing well in school.

We have partnered with the Click or tap here to enter text to provide oral health screenings on Click or tap here to enter text. **This is a free screening.** Signing the consent will allow your child to receive the screening. A dental hygienist will perform the screening simply by looking into your child's mouth and noting what they see. The hygienist will be masked and gloved, and only single-use disposable supplies will be used. You will receive a letter notifying you of the results of the screening and if your child requires immediate attention by a dentist for any problems. Results of the screening will be shared with the school and will be kept confidential. No treatment will be done by the hygienist during the screening.

**Please complete this consent form and return it to the school as soon as possible.**

Sincerely,

Click or tap here to enter text.

---

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**KINDERGARTEN ORAL HEALTH ASSESSMENT CONSENT FORM**

---

Child's Name (Last, First, Middle)

---

Date of Birth

---

Address (Number, Street, City, Zip Code)

---

Teacher

---

School

---

Parent/Guardian Name (Last, First, Middle)

---

Home/Cell Phone Number

**YES**, I give permission for my child to receive an oral health screening  
 **NO**, I do not give permission for my child to receive an oral health screening

**X**

---

Parent/Guardian Signature

---

Date



**EXHIBIT C**  
**Contractor's Projected Budget**  
**May 1, 2023 to September 30, 2024**

**Kindergarten Oral Health Assessment Program**  
**Budget Draft 2023**

Description	Total
Registered Dental Hygienist - one per school/event. Includes portion of salary and fringes	\$ 30,638
RDA/CDA/DA - One per school/event. Includes portion of salary and fringes	\$ 18,198
Clinical Manager- Admin -includes portion of salary and fringes	\$ 7,150
<b>Supplies:</b>	
Clerical - Paper, ink, laptop, printer, etc.	\$ 2,000
Clinical - Disposable mirrors, toothpaste, toothbrush, gloves, masks, tray covers, etc.	\$ 4,640
<b>Travel</b>	
Local travel for staff to/from schools @ .655/mile	\$ 2,000
<b>GRAND TOTAL</b>	<b>\$ 64,626</b>

**EXHIBIT B**  
**Insurance Checklist**  
**GENESEE COUNTY INSURANCE CHECKLIST**

PROFESSIONAL SERVICES CONTRACT FOR:

Mott Children's Health Dental Center

Coverage Required Limits (Figures denote minimums)

<input type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease Including Premises/operations
<input checked="" type="checkbox"/> 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<input checked="" type="checkbox"/> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
<input type="checkbox"/> 5. Automobile liability Owned, Hired, Non-owned	\$1,000,000 combined single limit each accident-
<input type="checkbox"/> 6. Umbrella liability/Excess Coverage	\$1,000,000 BI & PD and PI

7. Genesee County named as an additional insured on other than workers' compensation and professional liability via endorsement. A copy of the endorsement (blanket Additional Insured or endorsed policy naming Genesee County) must be included with the certificate.

8. Other insurance required: Abuse and Molestation - \$1,000,000 limit

9. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)

10 The certificate must state bid number and title

**Insurance Agent's Statement**

I have reviewed the requirements with the bidder named below. In addition:

The above required policies carry the following deductibles:

Liability policies are occurrence \_\_\_\_\_ claims made \_\_\_\_\_

Insurance Agent \_\_\_\_\_ Signature \_\_\_\_\_

**Prospective Contractor's Statement**

I understand the insurance requirements and will comply in full if awarded the contract.

Contractor Signature \_\_\_\_\_

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

## PROFESSIONAL SERVICES CONTRACT

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

### 1. Term

#### 1.1 Initial Term

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

#### 1.2 Extension Terms

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

### 2. Scope of Work

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

### 3. Compensation

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

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

4. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

## 5. **Contract Administrator**

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

## 6. **Warranties**

The Contractor warrants that:

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

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

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

## **7. Suspension of Work**

### **7.1 Order to Suspend Performance**

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

### **7.2 Necessary Actions Before Suspension**

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

## **8. Termination**

### **8.1 Termination for Cause**

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

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

#### **8.2 Immediate Termination**

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

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

#### **8.3 Termination for Convenience**

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

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

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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.

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

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

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

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

## 14. Identity Theft Prevention

- 14.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.
- 14.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

## 15. Insurance Requirements and Indemnification

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

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

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

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

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

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

#### 15.1 Insurance Certificate and Additional Insured Coverage

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

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

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

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

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

## 15.2 Indemnification

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

## 16. Independent Contractor

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

## 17. General Provisions

### 17.1 Entire Contract

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

#### 17.1.1. The Contract – This Professional Services Contract

- 17.1.2.      Exhibit A – The Scope of Work
- 17.1.3.      Exhibit B – The Contractor’s Budget
- 17.1.4.      Exhibit C – The Insurance Checklist

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

#### 17.2 No Assignment

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

#### 17.3 Modification

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

#### 17.4 Binding Effect

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

#### 17.5 Headings

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

#### 17.6 Governing Law and Venue

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

#### 17.7 Subpoena Power

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

#### 17.8 Severability and Survival

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

#### 17.9 Interpretation

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

#### 17.10 Remedies

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

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

MOTT CHILDREN'S HEALTH CENTER

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

Date: \_\_\_\_\_

COUNTY OF GENESEE

By: \_\_\_\_\_  
James Avery, Chairperson  
Board of County Commissioners

Date: \_\_\_\_\_

## EXHIBIT A

### Description of the Services

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

#### **MCHC agrees to:**

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

#### **GCHD agrees to:**

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

## Kindergarten Oral Health Assessment Program Guidelines

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

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

### Roles and Responsibilities

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

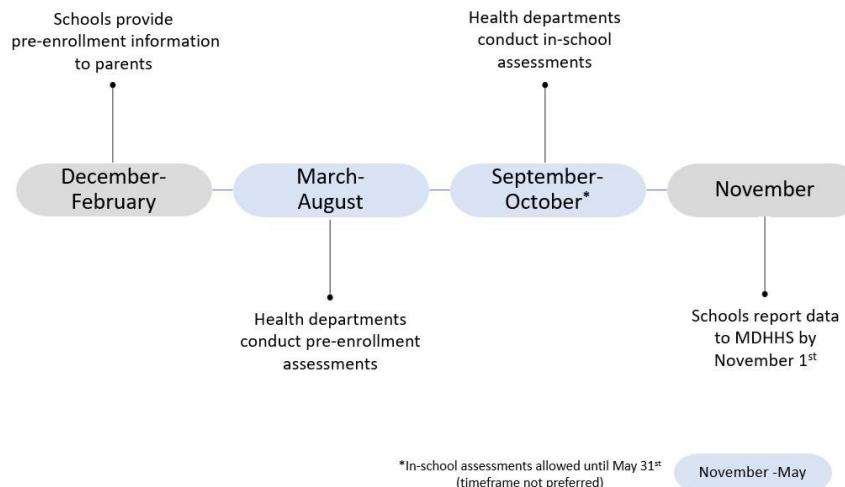
### LHD/Subcontractor Legal Requirements

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

## Assessments

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

### KOHA TIMELINE



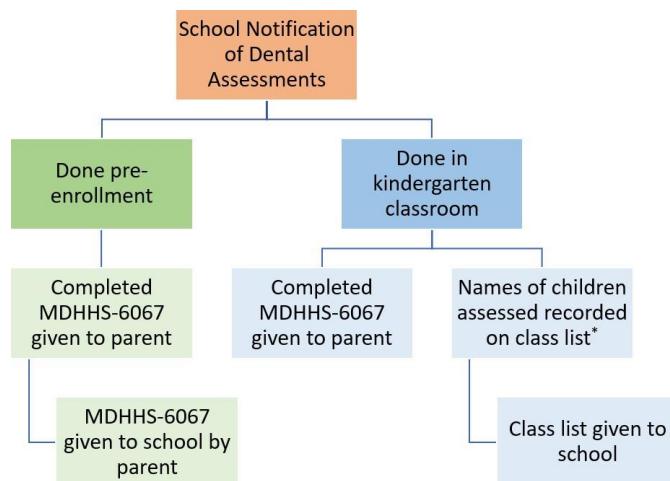
## Documentation

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

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

## Notification

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



\*Daily Dental Assessment Summary form or similar

## **Referral / Follow-up**

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

## **Training**

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

## **Reporting**

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

## **For KOHA Program Assistance**

Michele Kawabe, MPH, RDN, CDCES

Kindergarten Oral Health Assessment Program Consultant

Michigan Department of Health and Human Services - Oral Health Unit

(517) 342-4128

[kawabem@michigan.gov](mailto:kawabem@michigan.gov)

## **For KOHA Database Assistance**

Kyle Norman, BS, RDH

Medicaid Outreach and Oral Health Specialist

Michigan Department of Health and Human Services – Oral Health Unit

(517) 285-2305

[normank3@michigan.gov](mailto:normank3@michigan.gov)

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

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

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

**EXHIBIT C**  
**The Insurance Checklist**

**GENESEE COUNTY INSURANCE CHECKLIST**

**PROFESSIONAL SERVICES CONTRACT FOR: Mott Children's Health Dental Center**

<b>Coverage Required</b>		<b>Limits (Figures denote minimums)</b>
<input checked="" type="checkbox"/>	1. Workers Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/>	2. Employers' Liability	\$500,000 accidental/disease \$1,000,000 policy limit, disease Including Premises/Operations
<input checked="" type="checkbox"/>	3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<input checked="" type="checkbox"/>	4. Professional Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
	5. Medical Malpractice	\$500,000 per occurrence \$1,000,000 in aggregate
	6. Automobile liability	\$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
	7. Umbrella liability/Excess Coverage	\$1,000,000 BI & PD and PI
<input checked="" type="checkbox"/>	8. Genesee County named as an additional insured on other than worker' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
<input checked="" type="checkbox"/>	9. Other Insurance Required: Abuse & Molestation - \$1,000,000 limit	
<input checked="" type="checkbox"/>	10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/>	11. The Certificate must state : Mott Children's Health Dental Center – Health Dept.	

**Insurance Agent's Statement**

**I have reviewed the requirements with the bidder named below. In addition:**

\_\_\_\_\_ The above required policies carry the following deductibles:

\_\_\_\_\_ Liability policies are **occurrence** \_\_\_\_\_ **claims made** \_\_\_\_\_

\_\_\_\_\_ Insurance Agent \_\_\_\_\_ Signature

**Prospective Contractor's Statement**

I understand the insurance requirements and will comply in full if awarded the contract.

\_\_\_\_\_ Contractor \_\_\_\_\_ Signature

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

DESCRIPTION: Contract Extension with Mott Children's Health Center

GL #	DESCRIPTION	Increase/(Decrease)
2211-607.02-763.000	SUPPLIES	(1,453.42)
2211-607.02-801.000	PROFESSIONAL SERVICE CONTRACTS	1,453.42

APPROVED BY: \_\_\_\_\_

DESCRIPTION: Contract Extension with Mott Children's Health Center

GL #	DESCRIPTION	Increase/(Decrease)
2211-607.02-763.000	SUPPLIES	(1,453.42)
2211-607.02-801.000	PROFESSIONAL SERVICE CONTRACTS	1,453.42

APPROVED BY: \_\_\_\_\_



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

File #: RES-2024-1503

Agenda Date: 12/4/2024

Agenda #: 8.

**To:** Charles Winfrey, Human Services Committee Chairperson

**From:** Pamela Coleman, GCCARD Director

**RE:** Approval of an agreement between Genesee County and Saginaw County Community Action Committee to establish Genesee County as the lead agent to order, warehouse, allocate, and deliver USDA Foods

### **BOARD ACTION REQUESTED:**

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to accept The Emergency Food Assistance Program (TEFAP) Partnership Agreement with the Saginaw County Community Action Committee (CAC), with a recommendation of approval by the full Genesee County Board of Commissioners at their regularly scheduled meeting

### **BACKGROUND:**

The Partnership Agreement with Saginaw County CAC establishes GCCARD as the lead agent to order, warehouse, allocate, and deliver United States Department of Agriculture (USDA) Foods utilized for TEFAP

### **DISCUSSION:**

As per the state assigned percentage split, with GCCARD AT 78.95% and Saginaw CAC at 21.05%, Saginaw County CAC agrees to pay GCCARD \$0.50 per case of the annual fair share percentage received as dictated by the Partnership Agreement

### **IMPACT ON HUMAN RESOURCES:**

There will be no impact on Human Resources.

### **IMPACT ON BUDGET:**

Funds received from Saginaw County CAC are to be deposited into fund number 2757-697.30-603.018. **No General Fund appropriation is required for this request.**

### **IMPACT ON FACILITIES:**

There will be no impact on Facilities and Operations

### **IMPACT ON TECHNOLOGY:**

There will be no impact on Information Technology.

### **CONFORMITY TO COUNTY PRIORITIES:**

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This memorandum conforms to Genesee County's priority of Healthy, Livable, and Safe Communities by ensuring Genesee County residents have access to healthy ingredients so they can create nutritious meals for themselves and their families.

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

LADIES AND GENTLEMEN:

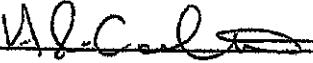
BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Genesee County Community Action Resource Department (GCCARD) to authorize acceptance of a Partnership Agreement between GCCARD and Saginaw County Community Action Committee (CAC) to establish GCCARD as the lead agent in ordering, warehousing, allocating, and delivering United States Department of Agriculture (USDA) foods utilized for The Emergency Food Assistance Program (TEFAP) with a split of 78.95% to GCCARD and 21.05% to Saginaw County CAC with a reimbursement of \$0.50 per case from Saginaw County CAC, to be deposited into fund number 2757-697.30-603.018, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the December 4, 2024 meeting of the Human Services Committee), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

**The Emergency Food Assistance Program Partnership Agreement  
Between Genesee County Community Action Resource Department (GCCARD) And Saginaw County Community Action Committee  
Fiscal Year 2025- October 1, 2024, through September 30, 2025**

This agreement between The Emergency Food Assistance Program (TEFAP) agencies is for ordering, warehousing, allocating, and delivering United States Department of Agriculture (USDA) Foods for TEFAP. By entering into this agreement, the partner agency authorizes Genesee County Community Action Resource Department to serve as the administrative and lead agent.

It is agreed that:

1. Both agencies remain eligible for the receipt of USDA Foods as determined by the Michigan Department of Education (MDE).
2. Entitlement dollars for USDA Foods for each agency will be established by MDE. Administrative funding will be allocated directly to each agency by MDE.
3. The lead agency will survey partner agencies when placing food orders.
4. The lead agency will receive, store, track, and work with partner agency to delivery/pick up USDA Foods in accordance with the policies and regulations designated by MDE and USDA.
5. The partner agency agrees to accept its fair share of product or surrender its share to the lead agency.
6. The partner agency agrees to provide timely responses to the lead agency when surveyed on food order options, and other time sensitive opportunities such as USDA Bonus or other offerings.
7. All agencies will comply with MDE and USDA policies, rules, and regulations.
8. Individual agencies are responsible for submitting required reports directly to MDE when requested.
9. Ordering, warehousing, and/or delivery fees will be established by the lead agency if applicable. Fees may be noted here:
10. Either party may terminate this agreement by giving a non-waivable ninety (90) days' notice in writing to the other party. This required time frame will allow for the reconciliation of all inventories. Subject to such notice of termination or cancellation of the agreement, the parties agree to comply with the instructions of MDE to distribute all remaining inventories of USDA Foods in accordance with the provisions of the TEFAP Application-Agreement on file with MDE or release USDA Foods to MDE at no cost.

<b>Partner Agency</b>	
<b>Authorized Personnel (Printed Name) and Signature</b>	
Harley J. Cleman III 	
<b>Date</b>	9/30/24

<b>Lead Agency</b>	
<b>Authorized Personnel (Printed Name) and Signature</b>	
<b>Date</b>	

**The Emergency Food Assistance Program Agreement Fiscal Year 2025**  
**Michigan Department of Education and Lead Ordering Agency**

This agreement between The Emergency Food Assistance Program (TEFAP) Partnership and the Michigan Department of Education (MDE) defines the roles and responsibilities of all parties.

**The partnership lead will submit to MDE:**

1. A list of all partner agencies and the contact for each agency.
2. The name and contact information for the lead and back up persons responsible for entering shipment receipts into WBSCM.

**General duties of the lead agency:**

1. Enter all shipment receipts into WBSCM within two calendar days of receipt.
2. Survey cooperative/partner members prior to ordering and document efforts.
3. Ensure and provide documentation to all partner agencies their fair share of TEFAP foods as defined by MDE.
4. Maintain all TEFAP records for a period of three years plus the current year.
5. Ensure that the contracted warehouse, distributor, or agency receiving direct shipments is insured for the full market value of the USDA Foods.

**MDE will provide:**

1. A monthly TEFAP order status report that includes all the products ordered by the partnership, the delivery dates, and whether the product is entitlement or bonus.

This agreement is subject to amendments resulting from USDA regulatory and/or policy changes.

The parties signing this agreement agree to the above terms and conditions.

<b>Lead Agency</b> Genesee County Community Action Resource Department (GCCARD)	
Lead Agency Contact (810) 789-3746	Lead Agency Email kmoton@geneseecountymi.gov
<b>Partner Agency</b> Saginaw CAC	
Partner Agency Contact (989) 753-7741	Partner Agency Email mmcmath@saginawcac.org
<b>WBSCM Staff</b> Karen Moton	
Back Up WBSCM Staff Marcy Norris	WBSCM Staff Email kmoton@geneseecountymi.gov
Back Up WBSCM Staff Email Mnorris@geneseecountymi.gov	

Lead Agency Representative Signature

Date

MDE Representative Signature

Date

Good morning Karen,

It has been updated. Please see the attached and below and let me know if you have any questions.  
Thank you!

GC Partnership - 2025 tentative Entitlement		Total Orders	Balance
Fair Share	\$ 567,853.56	\$ 290,613.58	\$ 277,239.98
<b>GC TEFAP entitlement=78.49%</b>			
<b>Saginaw TEFAP entitlement=21.51%</b>			

Victoria Hwang, Departmental Analyst  
Food Distribution Unit  
Office of Nutrition Services  
Michigan Department of Education  
Phone: 517-241-5350



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

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**File #:** RES-2024-1521

**Agenda Date:** 12/4/2024

**Agenda #:** 9.

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**To:** Charles Winfrey, Human Services Committee Chairperson

**From:** Joshua Freeman, Director of Administration

**RE:** Approval of an agreement between Genesee County and Genesee Health Plan, in an amount not to exceed \$5,000,000.00, to provide health care services to uninsured Genesee County residents; this is a millage funded agreement

### **BOARD ACTION REQUESTED:**

Approval of a contract between Genesee County and Genesee Health Plan to provide health care insurance services in an amount not to exceed \$5,000,000.00 for fiscal year ending 2025.

### **BACKGROUND:**

Genesee County has a dedicated millage to provide a health care services delivery system for uninsured, low-income residents of Genesee County. To help facilitate that, Genesee County has contracted with Genesee Health Plan to deliver those services.

### **DISCUSSION:**

Genesee County originally entered into an agreement with Genesee Health Plan in 2007. Since that time, there have been several amendments that provide for continuation of services. This request will continue those services through September 2025. Because of the lag in receiving billing information, this contract will be effective October 1, 2024 through September 30, 2025.

### **IMPACT ON HUMAN RESOURCES:**

There is no impact on HR.

### **IMPACT ON BUDGET:**

The funds are included in the budget and are paid through the dedicated millage from account number 2230-255.01-835.006.

### **IMPACT ON FACILITIES:**

There will be no impact on Facilities.

### **IMPACT ON TECHNOLOGY:**

There will be no impact on IT.

### **CONFORMITY TO COUNTY PRIORITIES:**

In approving this agreement, the Board of County Commissioners will help fulfill their priority of

creating a Healthy, Livable, & Safe Community by assisting those without health care insurance in obtaining coverage.

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 amending and extending the Genesee Health Plan Contract for the term commencing October 1, 2024, through September 30, 2025, at a total cost to the County not to exceed \$5,000,000.00 for the fiscal year, funding to be paid from millage account number 2230-255.01-835.006 as set forth in the memorandum request and attached contract amendment, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the December 4, 2024 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the attached contract on behalf of Genesee County.

AMENDMENT NO. 2  
TO AMENDED AND RESTATED CONTRACT BETWEEN  
GENESEE COUNTY AND GENESEE COUNTY HEALTH PLAN CORPORATION

This Amendment is for the period from October 1, 2024 through September 30, 2025, and is between **Genesee County**, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 acting by and through the Genesee County Health Department located at 630 South Saginaw St., Flint, MI 48502-1540 (the "Department"), and **Genesee Health Plan Corporation**, a Michigan domestic nonprofit corporation, whose principal place of business is located at 2171 S Linden Rd., Flint, MI 48532 (the "Contractor") (the Contractor and the Department together, the "Parties").

WHEREAS, the Parties previously entered into a certain contract for eligible health care services effective December 1, 2006 ("contract") and previously extended by amendments through September 30, 2022; and

WHEREAS, the Parties previously extended the term for one additional year commencing October 1, 2022, through September 30, 2023, by completely Amending and Restating the original agreement, as amended; and

WHEREAS, the Parties also previously exercised the option to extend the Amended and Restated Agreement for an additional one-year term commencing on October 1, 2023, through September 30, 2024; and

WHEREAS, the Parties wish to again exercise the option to extend the agreement for an additional one-year term commencing on October 1, 2024, through September 30, 2025.

NOW THEREFORE, the Parties agree to amend the 2024-2025 Amended and Restated Agreement as follows:

1. Section B (2) of the Amended and Restated Agreement is hereby amended to reflect the budget period for the extension term to begin October 1, 2024, and end September 30, 2025.
2. Section C (1) of the Amended and Restated Agreement is hereby amended and restated in its entirety as follows:

"For the first fiscal year, October 1, 2024, through September 30, 2025, the Department shall provide funding for the Services not to exceed **Five Million (\$5,000,000.00) Dollars** as set forth in Attachment B. Each fiscal year thereafter, the amount of funding to be provided by the Department shall be mutually agreed upon in writing by the Department and the Contractor."

3. Section D(1) shall be amended to exercise the extension option and extend the agreement for an extension term beginning on October 1, 2024, through September 30, 2025.
4. Attachment B of the amended and restated agreement shall be amended to reflect that the total reimbursement for the extension term of October 1, 2024, through September 30, 2025 shall not exceed **\$5,000,000.00**.
5. The remaining terms of the amended and restated agreement and its attachments shall remain unchanged and in full effect.

The individual or officer signing this Contract Amendment certifies by her/his signature that she/he is authorized to sign this Contract Amendment on behalf of the responsible governing board, official, or the Contractor.

GENESEE HEALTH PLAN  
CORPORATION

COUNTY OF GENESEE

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By: \_\_\_\_\_ [NAME]  
Its: \_\_\_\_\_ [TITLE]

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James Avery, Chairperson  
Board of County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_