

CONTRACT BETWEEN

THE COUNTY OF GENESEE

Acting By and Through

GENESEE COUNTY COMMUNITY ACTION RESOURCE DEPARTMENT

2727 Lippincott Blvd.

Flint, Michigan 48507

Hereinafter referred to as "**GCCARD**"

and

JEWISH COMMUNITY SERVICES

5080 West Bristol Road, Ste. 3

Flint, Michigan 48507

Hereinafter referred to as "**JCS**" or the "**CONTRACTOR**"

For the period from October 1, 2025 through September 30, 2026

WHEREAS, GCCARD desires to enter into a contract with Jewish Community Services for the provision of specialized meals funded in conjunction with the Older American Act of 1965, from the Valley Area Agency on Aging (hereinafter referred to as VAAA) and in conjunction with the Genesee County Millage Program;

NOW THEREFORE, GCCARD and the CONTRACTOR agree as follows:

- A CONTRACTOR will, in a satisfactory and proper manner as determined by GCCARD, provide Kosher Home Delivered Meals and Congregate Meals, as further described below, to elderly persons in the County of Genesee Michigan:
1. The CONTRACTOR shall establish and maintain the capacity to prepare and package kosher meals in a manner consistent with kosher traditions as well as federal, state and local standards, guidelines and requirements that are applicable to GCCARD Home Delivered and Congregate Meal Program.
 2. Home Delivered Meals are to consist of prepared, packaged meals in temperature controlled containers to the GCCARD kitchen on an arranged basis for further delivery by GCCARD. Meals may, at no additional cost to GCCARD, be delivered by CONTRACTOR to clients with special nutritional needs in institutionalized settings including, but not limited to, hospitals, hospice and nursing homes as determined by the JCS caseworker and approved by the JCS program supervisor, payment for which is contingent upon approval by GCCARD.
 3. Congregate Meals may be prepared and supplied as described for Home Delivered Meals or maybe offered via restaurants or other non-governmental operated venues. They must be developed, ordered and served in a manner consistent with state standards. If offered via restaurants, they must be authorized in writing by GCCARD prior to the meal being scheduled for serving at said restaurant.

Information required for authorization must include documentation that JCS has conducted negotiations regarding the food groups and portion sizes to comply with state regulations. Failure to obtain prior authorization from GCCARD may result in denial of reimbursement.

JCS must be open to all eligible interested parties. To facilitate such open access, it is required that the meals that are to be funded by GCCARD and offered at restaurants or other non-governmental operated venues be publicized in advance of the date and time they are to be made available. To satisfy this requirement, GCCARD requires that it be notified of the date and time the meal will be served ten (10) business days prior to such an event. JCS is also required to post, at its facility, similar public notification at least ten (10) business days prior to service.

JCS must document the distribution of meals to senior recipients in a manner consistent with the operation of an approved congregate meal site. Congregate meal site operation procedures regarding customer documentation, service applications, meal participation sign-in-sheet, guest policies, etc., shall be applicable for meals that are served at restaurants or other non-governmental operated venues.

4. GCCARD will supply the milk that is required for each kosher home delivered meal that JCS schedules for delivery by GCCARD. Payment by JCS to GCCARD at a rate of \$0.42 per carton of milk provided shall be shown on the monthly invoice, noted by Paragraph L below, as an offset to the cost to be paid by GCCARD to JCS for meals.
 5. CONTRACTOR will coordinate the additional social services required by Title 11I-C guidelines (i.e., information and referral, counseling, nutrition education, recreation and shopping assistance).
- B. If this contract contradicts any portion of the minimum standards established by Title 11I-C and subsequent memorandum amendments, a copy of which is attached to this contract as Attachment A, the minimum standards will supersede the conflicting portions of the application.
- C. CONTRACTOR will commence performance of this contract on the 1st day of October 2025, and will continue performance through September 30, 2026.
- D. CONTRACTOR will prepare and submit such reports as may be required by GCCARD in such format and detail as directed.
- E. CONTRACTOR will maintain such records and accounts, including property, personnel, and financial records, as specified for all project funds. These records will be made available for audit purposes to GCCARD or the Comptroller General of the United States, or any authorized representative, and will be retained for five years after the expiration of this contract.
1. It is understood and agreed that because "Program Income" (defined as the contributions given by the program recipients daily), constitutes a source of program revenue to the Contractor and to GCCARD, the

Contractor will collect the total contributions given by the program recipients during the month and transmit all contributions received for any meals to GCCARD together with a letter of transmittal by an authorized official according to the schedule described in Paragraph L.

2. It is further understood and agreed that monies collected as "Program Income" by the Contractor that are not specifically designated for meals will be retained by the Contractor.
- F. CONTRACTOR agrees that all volunteered services claimed as local share will be reported on the Volunteer Record Sheet (GCCARD Form 14), a copy of which may be requested by GCCARD. Each sheet will have been signed by the volunteer and also by a supervisory employee. This record will show the exact hours spent and specific duties performed as well as the basis for determining the rate of the volunteer's contribution (calculated for the non-professional volunteer at minimum wages).
- G. CONTRACTOR agrees to provide the documentation of an annual criminal background check for those employees who will be assigned to review client's personal information or that have personal contact with the senior clients. The CONTRACTOR further agrees that costs associated with persons meeting the following criteria will not be paid utilizing senior millage funds:
1. Persons having a felony conviction in this state or elsewhere within the last 10 years; or
 2. Persons having a felony charge pending in this state or elsewhere; or
 3. Persons having a misdemeanor conviction in this state or elsewhere within the last 10 years involving theft, assault, battery or drug related crimes; or
 4. Persons having a misdemeanor charge pending in this state or elsewhere involving theft, assault, battery or drug related crimes.
- The COUNTY retains the right to deny reimbursement for salary requests, or recapture paid reimbursements by withholding from future requests, if it determines that the individual for whom the request is/was made falls within any of the above categories.
- H. CONTRACTOR agrees to provide proof of negative tuberculosis tests for workers assigned to prepare, serve or cook food. CONTRACTOR further agrees to comply with the State of Michigan Department of Labor & Economic Growth, "Occupational Health Standards Part 554 Bloodborne Infectious Diseases" (MIOSHA Part 554) including "Part 554 Bloodborne Infectious Diseases Standard Requirements for Training" using the rules provided in Attachment B to this Contract. Documentation for existing workers or volunteers shall be performed and provided to GCCARD within fifteen days of the signing of this Contract.
- I. Testing and criminal background checks for new hires or new volunteers shall be performed within fifteen days of their commencement. Documentation of the testing, licenses (if appropriate) and background checks shall be provided to the GCCARD with the next required monthly statement referred to in paragraph L below.
- J. CONTRACTOR acknowledges that the COUNTY is a public body subject to the Michigan Freedom of Information Act. Records held by the COUNTY are public

unless exempted. Notwithstanding the foregoing, confidential information collected and provided to the COUNTY by the CONTRACTOR as part of its reporting requirements shall be used solely for purposes of performing and evaluating the performance of this Contract and will not be retained.

- K. Subject to receipt of funds from VAAA, GCCARD will make payment to CONTRACTOR under this contract in accordance with the reimbursement rate of \$200.00 per month (or \$2,400 per year) for establishing and maintaining the facility and capability to prepare and package kosher meals. The schedule for or timing of these payments shall be made in a manner that is mutually agreeable to the parties to this agreement.
- L. Subject to receipt of funds from VAAA, GCCARD will make payment to CONTRACTOR under this contract in accordance with the reimbursement rate of \$7.75 for both Home Delivered and Congregate meals, with payment for a maximum of 4,000 meals annually. It is anticipated that the majority of the meals will be home delivered. Payments to the CONTRACTOR shall be made in accordance with the following method, such payment to be made upon presentation of a statement to GCCARD, provided, that:
 - 1. Any payment made to the Contractor by GCCARD, prior to verification by the auditor in the employ of GCCARD, will be subject to later adjustment upon such verification.
 - 2. The CONTRACTOR agrees to submit an accurate statement of the number of meals served in the congregate and mobile meals programs to GCCARD with a letter of transmittal by an authorized official, according to the following schedule:
 - a. By the 6th of the next month for all meals served during the month, beginning October 1, 2025.
 - b. A calendar quarterly financial report, prepared and delivered to GCCARD by the 6th calendar day following the last day of each quarter.
 - 3. GCCARD shall reimburse CONTRACTOR on a monthly basis at the rate stated above, with a maximum reimbursement not to exceed \$3,400.00 per month. The purpose of maximum reimbursement is to avoid expending all of the Contract funds prior to the scheduled end date of the Contract. Reimbursements exceeding the recommended maximum figure may be permitted on a case by case basis as long as CONTRACTOR presents an explanation of need and a reasonable plan for providing continued service for the remainder of the term of the Contract.
- M. Relative to the delivery of the 4,000 meals funded by the VAAA portion of this contract, it is expressly understood and agreed that in no event will the total amount to be paid by GCCARD to the CONTRACTOR exceed Forty Thousand Seven Hundred Ninety-Six Dollars (\$40,796.00).

- N. Subject to receipt of funds from the Genesee County Senior Millage Fund, GCCARD will make payment to CONTRACTOR under this contract at the reimbursement rate of \$7.75 per meal. The rate is to be the same for both congregate and home delivered meals and will be applicable for the first 10,990 kosher meals JCS produces for GCROSS customers. In accordance with the following method, such payment to be made upon presentation of a statement to GCCARD, provided, however, that:
1. Any payment made to the CONTRACTOR by GCCARD, prior to verification by the auditor in the employ of GCCARD, will be subject to later adjustment upon such verification.
 2. CONTRACTOR agrees to submit an accurate statement of the number of meals served in the congregate and mobile meals programs to GCCARD with a letter of transmittal by an authorized official, according to the following schedule:
 - a. By the 5th of the next month for all meals served during the month, beginning October 1, 2025.
 - b. A calendar quarterly financial report, prepared and delivered to GCCARD by the 5th calendar day following the last day of each quarter.
 3. GCCARD shall reimburse CONTRACTOR on a monthly basis at the rate stated above, with a maximum reimbursement not to exceed \$2,373.44 per month. The purpose of maximum reimbursement is to avoid expending all of the Contract funds prior to the scheduled end date of the Contract. Reimbursements exceeding the recommended maximum figure may be permitted on a case by case basis as long as CONTRACTOR presents an explanation of need and a reasonable plan for providing continued service for the remainder of the term of the Contract.
- O. Relative to the delivery of the 3,675 meals funded by the Genesee County Senior Millage portion of this contract, it is expressly understood and agreed that in no event will the total amount to be paid by GCCARD to the CONTRACTOR exceed Twenty-Eight Thousand Four Hundred Eighty-One Dollars and Twenty-Five Cents (\$28,481.25).
- P. This Contract may be revised at any time by amendment(s) signed by duly authorized representatives of both parties, such amendment(s) becoming a permanent part of the original Contract.
- Q. CONTRACTOR hereby agrees to defend, indemnify, and hold harmless Genesee County from any and all claims of any nature whatsoever for damages (including personal injuries and death resulting there from) which may arise from CONTRACTOR's performance of this contract; provided, however, that nothing contained herein will be construed as rendering CONTRACTOR liable for acts of Genesee County officers, agent, or employees.

R. Assessment of Subcontractor: GCCARD is required to assess all contractors at least semi-annually. This assessment is to include compliance with contract objectives, fiscal procedures and quality of services. Written review reports will be given to the Contractor in a timely manner. If necessary, corrective action plans will be submitted in accordance with agency policy.

S. Probation

1. If CONTRACTOR has failed to comply with the terms of a contract, GCCARD may place the Contractor on probation.
2. GCCARD may commence probation upon the CONTRACTOR's receipt of written violations as cited by GCCARD.
3. The notice of probation will contain reasons for probation and any corrective action required of the CONTRACTOR, and the effective date.
4. During the probation period, the CONTRACTOR will receive reimbursement for expenses incurred as part of the contract.
5. If, during the probation period, CONTRACTOR does not promptly comply with the required corrective actions, the contract may be suspended or terminated by GCCARD.

T. Suspension

1. When CONTRACTOR has significantly failed to comply with the terms of the contract, GCCARD may suspend support for CONTRACTOR's operation in whole or in part. Support for any part will automatically be terminated when it has been suspended for more than ninety (90) days.
2. To suspend contract operations, GCCARD must notify CONTRACTOR in writing of the action being taken, the reason(s) for such action, the effective date, and the conditions of the suspension. It must also note the right of the CONTRACTOR to appeal such decision.
3. Under serious conditions (such as, but not limited to, danger to an older person or improper use of funds), notice of immediate suspension may be given.
4. New obligations incurred by the Contractor during the suspension period will not be allowed unless GCCARD expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Contractor could not reasonably avoid during the suspension period will be allowed if they result from obligations properly incurred by the Contractor before the effective date of the suspension and not in anticipation of suspension or termination.
5. In suspending contract operations, GCCARD will determine the amount of unearned funds the Contractor has on hand, anticipated length of

suspension, the extent of operations suspension, and the amount of fund balance on hand to determine whether GCCARD should require the balance to be returned.

6. GCCARD may authorize the Contractor to reinstate the suspended contract operations if it determines conditions warrant such action. Such reinstatement will be made by assurance of a new statement of award.
7. GCCARD 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 obligation authority unearned at the time of suspension may again become available for earning at the previously established matching ratio unless GCCARD reduces the amount of the contract.

U. Contract Termination

1. For adequate cause, GCCARD may terminate support for a contract prior to the end of an approved budget year. Though not intended to be an exhaustive list, example of cause for which GCCARD may terminate support are:
 - 1) Non-availability of funds;
 - 2) Contractor violates conditions under which the contract was approved;
 - 3) Program performance is inadequate as documented through the monitoring visits;
 - 4) Other resources are unavailable;
 - 5) Assessment findings are inadequate for two (2) semi-annual assessments; and
 - 6) Suspension for more than three consecutive months.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, GCCARD and the Contractor have executed this contract on the dates designated below with a contract effective date of October 1, 2025.

DATE: _____

Delrico J. Loyd, Chairperson
Genesee County Board of Commissioners

DATE: _____

Steven Low, Executive Director
Jewish Community Services