



GENESEE COUNTY  
— MICHIGAN —

**Genesee County  
Human Services Committee  
Agenda**

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**Wednesday, February 5, 2025                    5:30 PM                    Harris Auditorium, 1101 Beach St.**

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

[RES-2025-01134](#) Approval of Meeting Minutes - January 22, 2025

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

- 1. [RES-2025-0029](#)** Approval of a modification of an agreement between Genesee County and the Oakland Livingston Human Services Agency, in the amount of \$112,637.54, to provide for salaries and fringes for staffing; this request is the result of receiving additional grant funds
- 2. [RES-2025-0062](#)** Approval of agreements between Genesee County and multiple vendors to provide scene investigation services for Genesee County's Medical Examiner; the cost of these agreements will be paid from account 1010-648.00-801.000
- 3. [RES-2025-0080](#)** Approval of an agreement with the Regents of the University of Michigan (UM-Flint), in an amount not to exceed \$27,980.00, to provide data collection, analysis, and reporting services in support of the Genesee County Health Department's strategic plan development
- 4. [RES-2025-0086](#)** Approval of 2025 Genesee County Veteran Organization Relief Program

**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-2025-01134

**Agenda Date:** 2/5/2025

**Agenda #:**

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Approval of Meeting Minutes - January 22, 2025



**Genesee County  
Human Services Committee  
Meeting Minutes**

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**Wednesday, January 22, 2025**

**5:30 PM**

**Harris Auditorium, 1101 Beach St.**

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**I. CALL TO ORDER**

Commissioner Winfrey called the meeting to order at 6:28 PM.

**II. ROLL CALL**

**Present:** Charles Winfrey, James Avery, Gary L. Goetzinger, Martin L. Cousineau and Delrico J. Loyd

**III. APPROVAL OF MINUTES**

**RES-2025-0061** Approval of Meeting Minutes - January 8, 2025

**RESULT:** APPROVED

**MOVER:** Delrico J. Loyd

**SECONDER:** James Avery

**Aye:** Chairperson Winfrey, Vice Chair Avery, Commissioner Goetzinger, Commissioner Cousineau and Commissioner Loyd

**IV. PUBLIC COMMENT TO COMMITTEE**

**V. COMMUNICATIONS**

**VI. OLD BUSINESS**

**VII. NEW BUSINESS**

**1. RES-2024-1602** Approval of a request to amend the Local Water Utility Affordability-2025 Agreement between the Michigan Department of Health and Human Services and Genesee County

**RESULT:** REFERRED

**MOVER:** Martin L. Cousineau

**SECONDER:** James Avery

**Aye:** Chairperson Winfrey, Vice Chair Avery, Commissioner Goetzinger, Commissioner Cousineau and Commissioner Loyd

**VIII. OTHER BUSINESS**

**IX. ADJOURNMENT**

The meeting was adjourned at 6:31 PM.



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

**File #:** RES-2025-0029

**Agenda Date:** 2/5/2025

**Agenda #:** 1.

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

**From:** Pamela Coleman, GCCARD Director

**RE:** Approval of a request to accept a Fourth Amendment to the Oakland Livingston Human Services Agency Fiscal and Personnel Agreement for Fiscal Year 2025

### **BOARD ACTION REQUESTED:**

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to accept the Oakland Livingston Human Services Agency (OLHSA) Fiscal and Personnel Agreement Amendment-4 for Fiscal Year (FY) 2025 between Genesee County and OLHSA in an amount not to exceed \$12,236,604.54, with a recommendation of approval by the full Genesee County Board of County Commissioners at their next regularly scheduled meeting.

### **BACKGROUND:**

This is the fourth amendment to the Fiscal and Personnel Agreement between Genesee County and OLHSA. The amendment stems from carryover funds associated with salaries and fringe benefits for staff working with the Great Start Readiness Program for \$112,637.54, bringing the total of the agreement to an amount not to exceed \$12,236,604.54. This amendment is to run from October 01, 2024, through September 30, 2025. All other terms and conditions are to remain the same as those detailed in the 2021-2022 agreement approved via RES-2021-752 and modified by Amendment-1 (RES-2024-679), Amendment-2 (RES-2024-1195), and Amendment-3 (RES-2024-1391).

### **DISCUSSION:**

This amendment is necessary to utilize carryover funds associated with salaries and fringe benefits for staff working with the Great Start Readiness Program, a four-year-old at-risk program that GCCARD has been operating for the past 32 years.

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

There will be no impact on Human Resources as all Head Start/Early Head Start staff are contracted through OLHSA.

### **IMPACT ON BUDGET:**

This amendment details the addition of \$112,637.54 in carryover funds to fund number 2727-698.02-801.050. The addition of these funds has been included in the budget upload for RES-2024-1545. **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:**

This memorandum conforms to Genesee County's priority of Community Growth and Long-Term Financial Stability as this collaboration with OLHSA and the continuation of salaries and fringe benefits for Head Start staff will feed economic stability and opportunity in Genesee County. The retention of skilled Head Start teachers and caretakers ensures the availability of Head Start and Early Head Start programming in Genesee County and aligns with Genesee County's priority of Healthy, Livable, and Safe Communities.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Genesee County Community Action Resource Department (GCCARD) to authorize amending the 2024-2025 Fiscal and Personnel Agreement between Genesee County and the Oakland Livingston Human Services Agency, said amendment being necessary to include carryover funds from the Department of Education (Great Start Readiness Program) to cover the 2024-2025 school year costs of salaries and fringe benefits for Head Start staff for the term commencing October 1, 2024, through September 30, 2025, increasing the agreement in the amount of \$112,637.54 to be deposited into account 2727-698.02-801.050, for a new agreement total not to exceed \$12,236,604.54, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the February 5, 2025 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.

## FISCAL AND PERSONNEL AGREEMENT

### Head Start and Early Head Start Programs

This Fiscal and Personnel Agreement is hereby entered into as of July 1, 2021, by and between the Genesee County, through the Genesee County Community Action Resource Department, 601 S. Saginaw St., Ste. 1B, Flint, Michigan 48502, ("The County" or "GCCARD") and the Oakland Livingston Human Service Agency, 196 Cesar E. Chavez Ave., Pontiac, Michigan 48342, ("OLHSA" or "Contractor"). ("GCCARD" and "OLHSA", together, the "Parties"). Now, therefore, the parties hereto mutually agree to the following:

- 1. Acknowledgement.** The Parties acknowledge that GCCARD receives funding through Genesee County to operate early childhood programs that utilize multiple funding streams. As a majority of funding is provided by the Department of Health and Human Services for the Genesee County Head Start and Early Head Start Programs ("Head Start/Early Head Start" or "HS/EHS" or the "Programs"), the Parties understand and acknowledge that it is essential that OLHSA maintain compliance with the Head Start Performance Standards and Head Start Act of 2007, as amended.

The Parties acknowledge that the Genesee County Head Start and Early Head Start Programs are set up to provide comprehensive services that include health, behavioral health, nutrition, parent engagement, social services, and educational services to eligible low income families.

- 2. Engagement.** GCCARD hereby agrees to engage OLHSA, and OLHSA hereby agrees to perform the services set forth.
- 3. Term.** The Initial Term of this Agreement shall be effective July 1, 2021, through September 30, 2028, (the "Initial Term"). The Parties will utilize the HS/EHS main grant cycle dates, July 1 to June 30, to guide yearly budgets and programming (the "Program Year").

The County has the option to extend this Agreement for up to five (5) additional one (1) year terms, (the "Extension Terms").

- 4. Services.** OLHSA shall provide the necessary fiscal services and personnel needed (the "Services") to support the Programs including those contained in this Agreement, those listed in the Scope of Work (Exhibit A), and those listed here:
  - i. Personnel.** Subject to modification as program needs vary, OLHSA will provide the following personnel as permanent personnel and also provide temporary substitutes, lunch aids, and temporary agency personal as needed: two (2) Assistant Bookkeepers, one (1) Associate Program Specialist, four (4) E C State Funded Home Visitors, ten (10) Early Childhood Ed/Disabilities Service Coordinators, two (2) Early Learning Mentor Coaches, seventeen (17) EHS

Expansion Primary Caregivers, nine (9) EHS Expansion Teachers, fifteen (15) EHS Primary Caregivers, fifteen (15) EHS Teachers, eight (8) Family Service Coordinators, nine (9) Family Service Workers, one (1) Head Start Director, two (2) Health/Oral Health Services Coordinators, sixteen (16) Home Visitors, one (1) Human Resource Coordinator, one (1) Information/Data Systems Coordinator, three (3) Mental Health Assistants, one (1) Mental Health Coordinator, two (2) Nutrition Coordinators, one (1) Receptionist, one (1) Secretary to the Director, three (3) Site & Facilities Maintenance Workers, two (2) Support Service Assistants, twenty-three (23) Teachers, and twenty-two (22) Teacher Assistants.

- ii. *Independent Contractor.* It is expressly understood and agreed that OLHSA is an Independent Contractor and all acts that OLHSA or its personnel, employees, or affiliates perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of GCCARD or Genesee County. All acts and contracts of OLHSA shall be in its own name and not in the name of Genesee County or impose any liability upon Genesee County. Employees of OLHSA shall in no way be deemed to be and shall not hold themselves out to be employees or agents of Genesee County or GCCARD.
- iii. *Administrative Structure.* It is understood and agreed to by the Parties that responsibility for day-to-day operation and administration of the GCCARD HS/EHS Programs will be through the GCCARD administrative structure, and as such, will be determined exclusively by the GCCARD Executive Director or their delegated authority. It is recognized that the Head Start Director, an employee of OLHSA, is the individual responsible for running the Program and reports administratively to the GCCARD Director, but is supervised solely by OLHSA.
- iv. *Records.* OLHSA will maintain such records and accounts, as may be reasonably implied by this Agreement, to assure a proper accounting of all project funds.
- v. *Financial Reporting.* OLHSA will provide GCCARD with monthly financial reports and OLHSA will coordinate with GCCARD regarding completion of report responsibilities as required by the various funding entities. A final fiscal report shall be submitted to GCCARD within sixty (60) days of the conclusion of each Program Year.

5. **Personnel.** OLHSA represents that it has, or will secure all personnel required in performing the services under Section 4i of this Agreement. As an independent contractor, OLHSA has sole and exclusive authority to hire, fire, supervise, promote, and/or discipline its employees.

6. **Assignment.** OLHSA may not assign or subcontract this Agreement, or any portion of this Agreement, without the express written consent of the County.

7. **Warranties.** OLHSA warrants that all fiscal and personnel services performed under this Agreement will be performed in accordance with the generally acceptable practices in the industry, that OLHSA will comply, and cause its employees to comply,

with the requirements of the Federal and State grants used to fund and support this Agreement, and OLHSA will obtain and maintain all applicable licenses and permits necessary to provide the services for the entire term of this Agreement.

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

8. **Agreement Administrator.** The Agreement Administrator for this Agreement is GCCARD Executive Director Stephanie Howard. OLHSA acknowledges that the Agreement Administrator is the primary County contact for notices and instructions related to this Agreement. OLHSA agrees to provide a copy of all notices related to this Agreement to the Agreement Administrator.
9. **Audit Responsibilities.** OLHSA certifies that all information provided to the County relating to the Agreement award, fiscal and personnel services, and modifications of this Agreement, or any payment or dispute related to this Agreement are true and correct.

OLHSA agrees to ensure compliance with this Agreement and the grant terms and that worksites, places of business, records, and accounts will be made available by OLHSA for audit purposes to GCCARD, the United States Department of Health and Human Services/Administration for Children and Families ("HHS/ACF") or the Controller General of the United States or any authorized representative thereof, and will be retained by OLHSA for three (3) years after HHS acceptance of GCCARD's audit report for the Agreement period. OLHSA further certifies that its accounting system conforms to generally accepted accounting principles.

10. **Amendments or Modifications.** This Agreement constitutes the complete understanding of the parties hereto and any amendments or modifications to this Agreement must be agreed to in writing and signed by both Parties.
11. **Funding Sources.** The Parties acknowledge that the funding amount and the personnel needs may change or require modification as program needs vary. It is understood that due to the nature of grant funding, federal, state and local, as well as other sources of income, this Agreement may require periodic amendments due to increases or decreases from various funding sources.
12. **Fiduciary Fee/Advance Payment.** GCCARD agrees to pay OLHSA the sum of \$500,000.00 upon the approval and signing of this Agreement. This sum is an advance against expenses which will be incurred. It shall be credited against future reimbursement requests and amortized over month's #2-12 of the first Program Year of the Agreement.
13. **Reimbursement Requests.** By the fifteenth day of each month, OLHSA shall submit a report of expenses incurred during the preceding month in the form of a

Reimbursement Request (Exhibit C). This Reimbursement Request shall include a report of current expenditures, total (to date) expenditures, payments received to date, and a monthly total amount requested. Upon receipt and approval of the reimbursement request, GCCARD will compensate OLHSA in accordance with that request within thirty (30) days following receipt of the request.

**14. Budget.** OLHSA shall submit an annual budget to the County, through GCCARD, for approval by the Genesee County Board of Commissioners for each Program Year. It is expressly understood and agreed that there are multiple funding sources and that the total budget and program needs may change over the course of the Agreement.

The total compensation, including reimbursement, to be paid to OLHSA for all services which are required during the first Program Year is estimated to be \$10,500,000.00.

**15. Suspension or Termination for Cause.** If, through any cause, OLHSA shall fail to fulfill in proper manner, its obligations under this Agreement, GCCARD shall have the right to suspend or terminate this Agreement by giving written notice and an effective date of such suspension or termination to OLHSA at least forty-five (45) days before the effective date of such termination. The amount of additional work to be carried out and the compensation for that work to carry the project to a logical stopping point, shall be subject to negotiation between the Parties.

If, through any cause, GCCARD shall fail to fulfill in proper manner, its obligations under this Agreement, OLHSA shall have the right to suspend or terminate this Agreement by giving written notice and an effective date of such suspension or termination to GCCARD at least forty-five (45) days before the effective date of such termination. OLHSA shall receive just and equitable compensation for all work performed on the project, pursuant to this Agreement.

If the County, in its discretion, determines that the Contractor's breach of this Agreement constitutes a threat to public health, safety, or welfare, the County may terminate this Agreement immediately upon notice to the Contractor. In addition to any other remedies provided by law or this Agreement, 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.

**16. Termination for Lack of Funding.** The Parties acknowledge that grant funding serves as the basis for this Agreement. If grant funds are not appropriated or the grant is discontinued, the County may terminate this Agreement 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.

**17. Insurance.** OLHSA shall maintain the insurance coverages specified on the attached Insurance Checklist according to the terms and conditions specified therein (Exhibit B). OLHSA shall submit to GCCARD, prior to the performance of services under this Agreement, documentation of such insurance coverage, including a copy of the

Insurance Checklist executed by OLHSA's insurance agent. Coverage is to remain in uninterrupted force throughout the duration of this Agreement. In the event that insurance coverage is at any time reduced or terminated during the duration of this Agreement, OLHSA shall immediately notify GCCARD in writing of such reduction or termination. The parties understand, acknowledge and agree that GCCARD has not and will not procure Employment Practices Liability and/or Professional Employer Organization insurance on behalf of OLHSA. OLHSA further acknowledges the property and casualty insurance coverage obtained and maintained by the County for Head Start classrooms does not provide insurance coverage for the business or personal property of OLHSA or its employees.

OLHSA agrees to indemnify, defend, and hold harmless GCCARD, the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the OLHSA's performance of the services or presence on the County's property or worksite.

**18. Hold Harmless.** OLHSA hereby agrees to defend, indemnify, and hold harmless GCCARD, Genesee County, and its officers and employees from any and all claims of any nature whatsoever for damages (including personal injuries and death resulting therefrom), losses and expenses including, but not limited to, attorney fees, arising out of or resulting from OLHSA's performance of services pursuant to this Agreement. Nothing herein shall be construed as rendering OLHSA liable for acts of GCCARD's officers, agents, or employees. Genesee County and GCCARD in no way agree to indemnify, defend, or hold harmless OLHSA in regard to any claim for any action that may result out of a relationship as set forth in this Agreement.

**19. Nondiscrimination.** OLHSA covenants that it will not discriminate or allow its' employees to 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 nondiscrimination assurances from any subcontractor who may be used to carry out duties described in this Agreement.

OLHSA further covenants that it will not discriminate against businesses that are owned by women, minorities, or persons with disabilities in providing services covered by this Agreement, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this Agreement.

**20. Agreement.** This Agreement and Exhibits embody the entire Agreement between the Parties. 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 Agreement and any Exhibit, the terms of this Agreement shall control.

This Agreement in no way shall be interpreted as a delegate agreement or contract.

**21. Federal and State Rules Application.** The Parties agree that all terms and conditions contained in this Agreement are subject to all applicable Federal and State rules and regulations promulgated or issued by HHS/ACF, MDOE and DOL.

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

**23. Identity Theft Prevention.** In the event that OLHSA will obtain identifying information during the performance of the Services, OLHSA 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.

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, student, parent, etc. 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.

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

**25. Binding Effect.** The provisions of this Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

**26. Governing Law and Venue.** This Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement 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.

**27. 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 Agreement.

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

**29. Interpretation.** Each Party has had opportunity to have this Agreement 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 Agreement, there shall be no

presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

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

IN WITNESS WHEREOF, the Parties have caused this Fiscal and Personnel Agreement to be executed by their duly authorized agents.

9/14/2021      **GENESEE COUNTY BOARD OF COMMISSIONERS:**

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

DocuSigned by:  
By:   
Mark Young  
042202B136A541B

Mark Young, Chairperson  
Genesee County Board of Commissioners

9/14/2021 **GENESEE COUNTY COMMUNITY ACTION RESOURCE DEPARTMENT:**

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

DocuSigned by:  
By:   
Stephanie Howard  
090E23C4D90640C

Stephanie Howard, Executive Director  
GCCARD

9/14/2021 **OAKLAND LIVINGSTON HUMAN SERVICE AGENCY:**

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

DocuSigned by:  
By:   
Susan Harding  
F215CEC0674E407...

Susan Harding, Chief Executive Officer  
OLHSA

## EXHIBIT A

### Scope of Work

#### **Basic Description of the Services:**

OLHSA will provide fiduciary support as well as the staffing needed for GCCARD's Head Start and Early Head Start Programs. OLHSA will provide sufficient staff to implement the program.

#### **Details Included with the Proposal:**

OLHSA will provide the services under the direction of four key OLHSA staff:

- 1) The OLHSA Chief Executive Officer will oversee all aspects of the Agreement and will supervise OLHSA's Chief Financial Officer, Human Resources Director and the Head start Director employed for the GCCARD Head Start/Early Head Start program;
- 2) The OLHSA Chief Financial Officer will oversee the financial aspects of the Agreement to include; payroll processing and tax reporting, local and out of area travel requests or reimbursements, supply orders or reimbursements, staff education/training requests, and cellular phone service for two key staff of the program;
- 3) The OLHSA Human Resources Director will oversee recruitment, employee relations, benefits administration, advise on labor policies such as FMLA, OSHA, and ADA/ADAAA, discipline and termination of employees in accordance with organizational goals, federal, state and local legal requirements; and
- 4) The OLHSA Head Start Director will implement the day-to-day operations of the Genesee County Head Start/Early Head Start program per the direction provided to OLHSA from the GCCARD administrative structure. The Head Start Director will be responsible for the supervision of all OLHSA staff.

#### Communication:

OLHSA understands that regular communication between the GCCARD Administrative structure and OLHSA staff is critical to providing the requested services. As such, OLHSA will meet with the GCCARD administrative structure a minimum of three times per Program Year to receive direction on the implementation of the program. Additionally OLSHA's CEO will meet monthly with each of the key staff to ensure all services are being implemented properly.

#### Additional Information & Services:

OLHSA subscribes to a professional consulting firm to advise us to any questions related to Office of Management and Budget circulars, Head Start Act, or any other federally funded programs. In addition, OLHSA consults with brokers for all fringe benefits to assist with compliance, benefits administration, and quality vendors. OLHSA uses a third-party administrator to ensure compliance for our retirement plans.

#### Additional Duties:

OLHSA will perform all duties listed in Section 4 of the Agreement, all those included in the Agreement body generally, and those listed here. OLHSA will also:

- a) Keep fiscal files and records for staff.

OLHSA will retain a physical and electronic file/folder for each program under this Agreement that will contain fully executed Agreement and budget along with each financial report

submitted to GCCARD. Each OLHSA employee under this Agreement will have their own payroll file that will be kept under lock and key that will house all payroll, tax, voluntary deductions, and any other pertinent information related to that employee.

- b) Be responsible for OLHSA staff payroll, utilizing existing staff salaries and established pay scale and paying staff either by ACH or by checks delivered at the option of the Contractor.

All OLHSA staff associated with this Agreement will be paid on a semi-monthly basis (twice per month) in accordance with an approved salary structure. OLHSA will process payroll and send ACH file to OLHSA's bank for processing and deliver any checks to GCCARD in time for distribution to OLHSA staff on the assigned pay date.

- c) Reimburse for supplies/materials, staff local travel, and staff education. Provide cellular phones for two key staff, conference registration and out of town travel, as well as liability and legal fees, as necessary.

Requests for reimbursement of supplies/materials will be submitted to OLHSA with original receipts and approval of immediate supervisor who will identify which program the cost should be allocated to. Local OLHSA staff travel will be submitted on a travel log that shows daily travel and will be approved by the immediate supervisor. For out of area travel, conference registration, and staff education either an out of area travel form will be submitted to request an advance of funds or reimbursement if the request is coming after the travel has occurred. Conference registrations and staff education will be paid upon registering for said conference or educational class upon confirmation of registration and approval of immediate supervisor.

- d) Maintain records and accounts to assure proper accounting of all project funds. Make such records available for audit purposes to GCCARD or other entities as needed.

OLHSA utilizes MIP/Abila accounting software to track each of our grants. Each program under this Agreement will have its own separate program code that will track all revenue and expense line items against budget. This will ensure that spending is being monitored on a continual basis. Program staff will be given access to MIP/ Abila so that they can also monitor the overall program or specific line items. If adjustments are needed, the OLHSA finance team will work with the program staff to make appropriate adjustments within the budget.

OLHSA will maintain all financial records for a minimum of seven years, and they will be available as needed for audit purposes.

- e) Provide GCCARD a list of all full-time, part-time, and temporary Contractor employees' biweekly gross wages.

OLHSA will provide on a semi-monthly basis a complete payroll register for all employees covered under this Agreement. This will include all full-time, part-time, and temporary employees.

- f) Provide GCCARD fiscal consultation in assisting with the preparation of the contract with the Contractor employees.

OLHSA will provide to GCCARD information as it pertains to costs of benefits on an annual basis when preparing the annual contractual budget. In addition, the OLHSA Chief Financial Officer will be available for consultation at any point during the Agreement for questions related to interpretation of Office of Management and Budget circulars related to financial procedures, allowable costs, and/or any other fiscal related questions.

- g) Provide GCCARD with monthly financial reports.

OLHSA will provide on a monthly basis, a financial report that will compare budget to actual program to date expenses by line item. This report will also include invoice for expenses incurred the previous month.

- h) Maintain and retain all payroll records and provide W-2s for all Contractor employees. Pay all payroll taxes and file payroll tax reports to the appropriate governmental entities.

OLHSA will maintain all payroll records for each employee to include W-2s. On a semi-monthly basis OLHSA will file and pay all federal, state, and local payroll taxes. In addition, OLHSA will ensure that quarterly federal 941 and state unemployment reports are filed. Annual W-2 reporting will be completed by OLHSA and W-2s will be issued to staff in compliance with reporting deadlines as outlined by the Internal Revenue Service.

- i) Warrant that OLHSA will comply with all federal and state requirements regarding statutory benefits for its employees including but not limited to maintaining workers compensation insurance coverage, unemployment coverage and payroll withholding requirements. Provide fringe benefits for the staff including medical, life, dental, short-term disability, accidental death and dismemberment, unemployment and workers' compensation insurance and any fringe or retirement benefit provided by OLHSA to its employees. OLHSA shall administer the fringe benefit program.

OLHSA shall also administer all of the aforementioned fringe benefit programs including, but not limited to, procuring a favorable cost in relation to level of benefits, claims processing as required, handling inquiries and providing consulting services regarding questions on the various fringe benefits provided.

The Human Resources Division will oversee and administer all benefit programs, including conducting analyses and serving as a primary contact with providers (including health and life), workers' compensation unemployment and retirement plans. We will ensure cost effectiveness, market competitiveness and internal equity among employees. OLHSA offers the following Fringe Benefits Schedule: Holiday Pay, Vacation Leave, Sick Leave, Business Leave, Medical/Prescription (Priority Health), and Dental/Vision (Humana) coverages. Unum is our provider for Short-Term Disability, Life Insurance, Accidental Death and Dismemberment, Long Term Disability, and our Employee Assistance Program. Colonial Life is our Supplemental Insurance provider, and our Tax Shelter Annuity (4038) provider is Pacific life. Our Retirement Plan (401A) provider is Voya Financial. Additionally, we provide a Key Employee Supplemental Retirement Program. Per federal and state law OLHSA provides and administers the following statutory benefits: Workers' Compensation, Unemployment Compensation, Family Medical Leave (FMLA), COBRA, and Social Security.

- j) Provide training and technical assistance on other personnel related matters, including policy procedures and payroll on an as needed basis.

The OLHSA Human Resources Division will consult with program administrators to provide expertise and resources, both in-person and virtually to support the Head Start/Early Head Start programs to ensure compliance with applicable policies and procedures in accordance with Head Start Performance Standards} licensing, federal, state and local law. The training and technical assistance will include advising on labor policies including but not limited to COBRA, ADA/ADAAA, FMLA, OSHA, ACA, Title VII, and FLSA.

- k) Secure all personnel required in performing the Services. Hire, fire, supervise and promote and/or discipline OLHSA employees, as necessary.

The OLHSA Human Resources Division is responsible for directing and managing OLHSA employee relations and the recruitment process. OLHSA will discipline and handle termination of employees per the employee handbook and applicable laws. When applicable, OLHSA will consult with their Employee Relations legal counsel. The OLHSA Human Resources Division's overall objective is to recruit for and employ staff that present the knowledge skills, and abilities that compliment or enhance the program operations and provide a work climate that lends itself to productivity, economic and personal growth. OLHSA will ensure that all necessary paperwork including programmatic, legal documentation, drug test, credentials, and background checks are complete and approved prior to hire.

- l) Complete reports as required by funding entities.

OLHSA staff will complete all required reports for funding entities that relate to the responsibilities within this Agreement including all annual reports required by funding entities which will be presented to GCCARD administrative structure for final approval once completed and prior to submission.

## EXHIBIT B

## GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: 21-249 RFP: HEADSTART/EARLY HEADSTART STAFFING

## Coverage Required

## Limits (Figures denote minimums)

<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/accuse \$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 type="checkbox"/> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
<input type="checkbox"/> 5. Medical Malpractice	\$200,000 per occurrence \$300,000 in aggregate
<input checked="" type="checkbox"/> 6. Automobile liability	\$1,000,000 combined single limit each accident Owned, Hired, Non-owned
<input checked="" type="checkbox"/> 7. Umbrella liability/Excess Coverage	\$ 1,000,000 BI & PD and PI

8. Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.

9. Other insurance required: Environmental Impairment Liability - \$1,000,000 limit

10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)

11. The certificate must state bid number and title #21-249 RFP HEADSTART/EARLY HEADSTART STAFFING

## Insurance Agent's Statement

I have reviewed the requirements with the bidder named below. In addition:

The above required policies carry the following deductibles:

GL \$500 PD deductible

Liability policies are

occurrence

claims made

James M. Huttonlocher

Insurance Agent

*James M. Huttonlocher*

Signature

## Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

*Susan Hardin*

Contractor

Signature

*Susan Hardin*

Required general insurance providers 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.

**EXHIBIT C**  
**OAKLAND LIVINGSTON HUMAN SERVICE AGENCY - GCCARD HEAD START**  
**Reimbursement Request**

Program Year: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Request Period: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

	Budget	Current Expenditures	Cont to Date Expenditures	Balance Available
Salaries				
FICA				
Unemployment				
Retirement				
Workers Compensation				
Health/Dental/Presc				
Life Insurance				
Computer Costs				
Legal Fees				
Misc. Contracts				
Temp Staff Service				
Local Travel				
Staff Travel - Out of Area				
Registration - Conferences				
Parent Travel				
Office Supplies				
Liability Insurance				
Telephone				
Fees/Subscriptions				
Parent Involvement				
Education Reimbursement				
GCCARD Head Start				
FIDUCIARY				
<b>TOTAL</b>				

Total Current Exp	_____
Total YTD Exp	_____
Payments Rec'd to Date	_____
Requested/not yet Rec'd	_____
<b>AMOUNT OF REQUEST</b>	_____

By: Charles A. Blake  
 OLHSA Deputy Director for Financial  
 Compliance

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

**Certificate Of Completion**

Envelope Id: 7875F07A288945E981FE085A00F6C9A2

Status: Completed

Subject: Head Start Contract with OLHSA GCCARD Award RFP #21-249

Source Envelope:

Document Pages: 13

Signatures: 3

Envelope Originator:

Certificate Pages: 2

Initials: 0

Donita Pikes

AutoNav: Enabled

EnvelopeD Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

707 17th Street Suite 4000

Denver, CO 80202

DPikes@co.genesee.mi.us

IP Address: 69.5.90.9

**Record Tracking**

Status: Original

Holder: Donita Pikes

Location: DocuSign

9/10/2021 12:19:49 PM

DPikes@co.genesee.mi.us

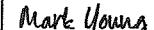
**Signer Events****Signature****Timestamp**

Mark Young

DocuSigned by:

Sent: 9/10/2021 12:19:50 PM

MYoung@co.genesee.mi.us



Viewed: 9/14/2021 9:48:51 AM

Chairman

042202B136A541B...

Signed: 9/14/2021 9:48:55 AM

Genesee County Board of County Commissioners

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication

Using IP Address: 206.201.156.20

(None)

&lt;/div

**Carbon Copy Events**

Donita Pikes  
DPikes@co.genesee.mi.us  
eSign

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Status****COPIED****Timestamp**

Sent: 9/10/2021 12:19:51 PM  
Resent: 9/14/2021 9:48:57 AM  
Viewed: 9/10/2021 12:41:06 PM

Karen Shim

KShim@co.genesee.mi.us

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Status****COPIED**

Sent: 9/10/2021 12:19:52 PM

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent  
Certified Delivered  
Signing Complete  
Completed

Hashed/Encrypted  
Security Checked  
Security Checked  
Security Checked

9/10/2021 12:19:52 PM  
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9/14/2021 5:33:07 AM  
9/14/2021 9:48:55 AM

**Payment Events****Status****Timestamps**

**AMENDMENT-1**  
**2024-2025**  
**OAKLAND-LIVINGSTON HUMAN SERVICE AGENCY**  
**FISCAL AND PERSONNEL AGENT AGREEMENT**

This amendment to the Oakland-Livingston Human Service Agency Fiscal and Personnel Agent Agreement is entered into as of this 17th day of July 2024 by and between the County of Genesee, Michigan, a Michigan Municipal Corporation acting by and through the Community Action Resource Department, 1101 Beach Street, Flint, Michigan 48502, hereinafter referred to as "GCCARD", and the Contractor, Oakland-Livingston Human Service Agency, 196 Oakland Avenue, Pontiac, Michigan 48342, hereinafter referred to as "OLHSA".

**WITNESSETH THAT:**

WHEREAS, GCCARD entered into a seven year agreement with OLHSA on July 1, 2021 to be the fiscal and personnel agent for the GCCARD Head Start Program.

WHEREAS, GCCARD desires to amend the agreement entered into July 1, 2021 to include funds from the Department of Health and Human Services to cover the July 1, 2024 – June 30, 2025 costs of salaries and fringes for the Regular Head Start and Early Head Start grants.

**NOW THEREFORE**, GCCARD and OLHSA do mutually agree as follows:

- A. \$9,835,177 will be issued to OLHSA, to be used to pay fourth year (2024-2025) cost for salaries and fringe benefits and miscellaneous costs to staff in accordance with the 2024-2025 grant proposals and the OLHSA Fiscal and Personnel Agent Agreement.
- B. The expenses are outlined in Exhibit A.
- C. All rules and regulations in the Head Start Contract entered into by the parties hereto on July 1, 2021 shall apply to these funds. All other terms and conditions of the Head Start contract entered into as of July 1, 2021 and signed by all parties, hereto shall remain the same.

IN WITNESS WHEREOF, GCCARD and OLHSA have executed this Agreement as of the date first above written.

GENESEE COUNTY BOARD OF COMMISSIONERS:

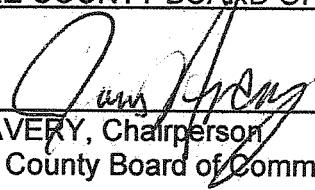
Date

7/24/24

by:

JAMES AVERY, Chairperson

Genesee County Board of Commissioners



OAKLAND-LIVINGSTON HUMAN SERVICE AGENCY:

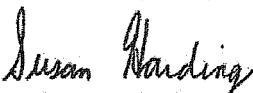
7/25/2024

Date

by:

SUSAN HARDING, Chief Executive Officer

Oakland-Livingston Human Service Agency



(Grant Period - 7/1/24 - 6/30/25)

(Grant Period - 7/1/24 - 6/30/25)						
	HEAD START	EARLY READ START	HEAD START T/TA	EARLY READ START T/TA	2801.698.07.801.050	TOTALS
BENEFITS	2801.698.01.801.050	2801.698.06.801.050	2801.698.02.801.050	2801.698.07.801.050		
SALARIES	\$ 2,925,773	\$ 3,130,215	\$ 750	\$ 17,309	\$ 6,074,047	
FICA	\$ 232,680	\$ 248,240	\$ 57	\$ 1,356	\$ 482,333	
UNEMPLOYMENT	\$ 37,196	\$ 35,863	\$ 37	\$ 152	\$ 73,248	
WORKMAN'S COMPENSATION	\$ 27,518	\$ 28,715	\$ 5	\$ 144	\$ 56,382	
LIFE DISABILITY	\$ 39,262	\$ 42,610	\$ -	\$ 227	\$ 82,099	
MEDICAL and DENTAL	\$ 708,884	\$ 755,566	\$ -	\$ 7,359	\$ 1,471,809	
LONGEVITY	\$ 104,798	\$ 103,629	\$ -	\$ 368	\$ 208,795	
RETIREMENT	\$ 138,616	\$ 142,363	\$ -	\$ 753	\$ 281,732	
UNUSED SICK DAYS	\$ 10,995	\$ 11,115	\$ -	\$ 64	\$ 22,174	
TOTAL FRINGES	\$ 1,299,949	\$ 1,368,101	\$ 99	\$ 10,423	\$ 2,678,572	
TOTAL SALARIES & FRINGES	\$ 4,225,722	\$ 4,498,316	\$ 849	\$ 27,732	\$ 8,752,619	
TEMPORARY LABOR	\$ 20,000	\$ 1,000	\$ -	\$ -	\$ 21,000	
TRAVEL OUT OF TOWN	\$ -	\$ -	\$ 17,109	\$ 23,299	\$ 40,408	
LEGAL FEES	\$ 3,480	\$ 2,520	\$ -	\$ -	\$ 6,000	
EDUCATION REIMBURSEMENT	\$ 5,000	\$ 5,000	\$ 2,900	\$ 2,500	\$ 15,400	
SUPPLIES	\$ 12,000	\$ 12,000	\$ 3,500	\$ 4,500	\$ 32,000	
COMPUTER SUPPLIES	\$ 18,000	\$ 8,000	\$ -	\$ -	\$ 26,000	
PARENT INVOLVEMENT	\$ 2,000	\$ 1,000	\$ -	\$ -	\$ 3,000	
LOCAL TRAVEL	\$ 25,000	\$ 34,000	\$ -	\$ -	\$ 59,000	
REGISTRATION	\$ -	\$ -	\$ 8,600	\$ 14,975	\$ 23,575	
LIABILITY INSURANCE	\$ 37,207	\$ 32,000	\$ -	\$ -	\$ 69,207	
RENT	\$ 49,067	\$ 40,000	\$ -	\$ -	\$ 89,067	
CELLULAR PHONES	\$ 30,018	\$ 24,461	\$ -	\$ -	\$ 54,479	
SUBTOTAL OTHER	\$ 201,772	\$ 159,981	\$ 32,109	\$ 45,274	\$ 439,136	
FIDUCIARY*	\$ 309,925	\$ 326,080	\$ 2,307	\$ 5,110	\$ 643,422	
TOTAL CONTRACT	\$ 4,737,419	\$ 4,984,377	\$ 35,265	\$ 78,116	\$ 9,835,177	

\*Total Overhead for OLHSA services rendered (7%)

**AMENDMENT-2**  
**2024-2025**  
**OAKLAND-LIVINGSTON HUMAN SERVICE AGENCY**  
**FISCAL AND PERSONNEL AGENT AGREEMENT**

This amendment to the Oakland-Livingston Human Service Agency Fiscal and Personnel Agent Agreement is entered into as of this 16th day of October 2024 by and between the County of Genesee, Michigan, a Michigan Municipal Corporation acting by and through the Community Action Resource Department, 1101 Beach Street, Flint, Michigan 48502, hereinafter referred to as "GCCARD", and the Contractor, Oakland-Livingston Human Service Agency, 196 Oakland Avenue, Pontiac, Michigan 48342, hereinafter referred to as "OLHSA".

**WITNESSETH THAT:**

WHEREAS, GCCARD entered into a seven year agreement with OLHSA on July 1, 2021 to be the fiscal and personnel agent for the GCCARD Head Start Program.

WHEREAS, GCCARD desires to amend the agreement entered into July 1, 2021 to include funds from the Department of Health and Human Services to cover the July 1, 2024 – June 30, 2025 costs of salaries and fringes for the Regular Head Start and Early Head Start grants.

**NOW THEREFORE**, GCCARD and OLHSA do mutually agree as follows:

- A. \$11,616,888 will be issued to OLHSA, to be used to pay fourth year (2024-2025) cost for salaries and fringe benefits and miscellaneous costs to staff in accordance with the 2024-2025 grant proposals and the OLHSA Fiscal and Personnel Agent Agreement.
- B. The expenses are outlined in Exhibit A.
- C. All rules and regulations in the Head Start Contract entered into by the parties hereto on July 1, 2021 shall apply to these funds. All other terms and conditions of the Head Start contract entered into as of July 1, 2021 and signed by all parties and the First Amendment dated July 24, 2024, shall remain the same.

IN WITNESS WHEREOF, GCCARD and OLHSA have executed this Agreement as of the date first above written.

GENESEE COUNTY BOARD OF COMMISSIONERS:

31/10/24

Date

by:   
James Avery (Oct 31, 2024 08:31 EDT)

JAMES AVERY, Chairperson  
Genesee County Board of Commissioners

OAKLAND-LIVINGSTON HUMAN SERVICE AGENCY:

11/5/2024

Date

by:   
Susan Harding

SUSAN HARDING, Chief Executive Officer  
Oakland-Livingston Human Service Agency

(Grant Period - 7/1/24 - 6/30/25)					
	HEAD START	EARLY HEAD START	HEAD START T/TA	EARLY HEAD START T/TA	TOTALS
<b>BENEFITS</b>	<b>2801.698.01.801.050</b>	<b>2801.698.06.801.050</b>	<b>2801.698.02.801.050</b>	<b>2801.698.07.801.050</b>	<b>2801.698.01.801.050</b>
<b>SALARIES</b>	<b>\$ 2,925,773</b>	<b>\$ 4,234,932</b>	<b>\$ 750</b>	<b>\$ 17,809</b>	<b>\$ 7,179,264</b>
<b>FICA</b>	<b>\$ 232,680</b>	<b>\$ 335,005</b>	<b>\$ 57</b>	<b>\$ 1,394</b>	<b>\$ 569,136</b>
<b>UNEMPLOYMENT</b>	<b>\$ 37,196</b>	<b>\$ 49,656</b>	<b>\$ 37</b>	<b>\$ 177</b>	<b>\$ 87,066</b>
<b>WORKMAN'S COMPENSATION</b>	<b>\$ 27,518</b>	<b>\$ 38,825</b>	<b>\$ 5</b>	<b>\$ 148</b>	<b>\$ 66,496</b>
<b>LIFE DISABILITY</b>	<b>\$ 39,262</b>	<b>\$ 57,630</b>	<b>\$ -</b>	<b>\$ 227</b>	<b>\$ 97,119</b>
<b>MEDICAL and DENTAL</b>	<b>\$ 708,884</b>	<b>\$ 1,025,131</b>	<b>\$ -</b>	<b>\$ 7,359</b>	<b>\$ 1,741,374</b>
<b>LONGEVITY</b>	<b>\$ 104,798</b>	<b>\$ 129,244</b>	<b>\$ -</b>	<b>\$ 368</b>	<b>\$ 234,410</b>
<b>RETIREMENT</b>	<b>\$ 138,616</b>	<b>\$ 192,569</b>	<b>\$ -</b>	<b>\$ 753</b>	<b>\$ 331,938</b>
<b>UNUSED SICK DAYS</b>	<b>\$ 10,995</b>	<b>\$ 14,948</b>	<b>\$ -</b>	<b>\$ 64</b>	<b>\$ 26,007</b>
<b>TOTAL FRINGES</b>	<b>\$ 1,299,949</b>	<b>\$ 1,843,008</b>	<b>\$ 99</b>	<b>\$ 10,490</b>	<b>\$ 3,153,546</b>
<b>TOTAL SALARIES &amp; FRINGES</b>	<b>\$ 4,225,722</b>	<b>\$ 6,077,940</b>	<b>\$ 849</b>	<b>\$ 28,299</b>	<b>\$ 10,332,810</b>
<b>TEMPORARY LABOR</b>	<b>\$ 20,000</b>	<b>\$ 3,083</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 23,083</b>
<b>TRAVEL OUT OF TOWN</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 17,109</b>	<b>\$ 38,256</b>	<b>\$ 55,365</b>
<b>LEGAL FEES</b>	<b>\$ 3,480</b>	<b>\$ 2,937</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,417</b>
<b>EDUCATION REIMBURSEMENT</b>	<b>\$ 5,000</b>	<b>\$ 5,833</b>	<b>\$ 2,900</b>	<b>\$ 4,500</b>	<b>\$ 18,233</b>
<b>SUPPLIES</b>	<b>\$ 12,000</b>	<b>\$ 17,417</b>	<b>\$ 3,500</b>	<b>\$ 6,000</b>	<b>\$ 38,917</b>
<b>COMPUTER SUPPLIES</b>	<b>\$ 18,000</b>	<b>\$ 15,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 33,500</b>
<b>PARENT INVOLVEMENT</b>	<b>\$ 2,000</b>	<b>\$ 2,667</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,667</b>
<b>LOCAL TRAVEL</b>	<b>\$ 25,000</b>	<b>\$ 46,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 71,500</b>
<b>REGISTRATION</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,600</b>	<b>\$ 28,209</b>	<b>\$ 36,809</b>
<b>LIABILITY INSURANCE</b>	<b>\$ 37,207</b>	<b>\$ 34,083</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 71,290</b>
<b>RENT</b>	<b>\$ 49,067</b>	<b>\$ 53,050</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 102,117</b>
<b>CELLULAR PHONES</b>	<b>\$ 30,018</b>	<b>\$ 32,179</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 62,197</b>
<b>SUBTOTAL OTHER</b>	<b>\$ 201,772</b>	<b>\$ 213,249</b>	<b>\$ 32,109</b>	<b>\$ 76,965</b>	<b>\$ 524,095</b>
<b>FIDUCIARY *</b>	<b>\$ 309,925</b>	<b>\$ 440,383</b>	<b>\$ 2,307</b>	<b>\$ 7,368</b>	<b>\$ 759,983</b>
<b>TOTAL CONTRACT</b>	<b>\$ 4,737,419</b>	<b>\$ 6,731,572</b>	<b>\$ 35,265</b>	<b>\$ 112,632</b>	<b>\$ 11,616,888</b>

\*Total Overhead for OLHSA services rendered (7%)

# 24-25 Olhsa Amendment 2

Final Audit Report

2024-10-31

Created:	2024-10-28
By:	barb humenchick (bhumenchick@olhsa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEQahXOOiS3IhenD1oXgP9f7UZ0WUG7K

## "24-25 Olhsa Amendment 2" History

- 📄 Document created by barb humenchick (bhumenchick@olhsa.org)  
2024-10-28 - 12:59:22 PM GMT
- ✉️ Document emailed to James Avery (javery@geneseecountymi.gov) for signature  
2024-10-28 - 12:59:28 PM GMT
- ✉️ Email viewed by James Avery (javery@geneseecountymi.gov)  
2024-10-31 - 12:30:01 PM GMT
- ✍️ Document e-signed by James Avery (javery@geneseecountymi.gov)  
Signature Date: 2024-10-31 - 12:31:51 PM GMT - Time Source: server
- 🕒 Agreement completed.  
2024-10-31 - 12:31:51 PM GMT



Adobe Acrobat Sign

**AMENDMENT-3  
2024-2025  
OAKLAND-LIVINGSTON HUMAN SERVICE AGENCY  
FISCAL AND PERSONNEL AGENT AGREEMENT**

This amendment to the Oakland-Livingston Human Service Agency Fiscal and Personnel Agent Agreement is entered into as of this 13th day of November 2024 by and between the County of Genesee, Michigan, a Michigan Municipal Corporation acting by and through the Community Action Resource Department, 1101 Beach Street, Flint, Michigan 48502, hereinafter referred to as "GCCARD", and the Contractor, Oakland-Livingston Human Service Agency, 196 Oakland Avenue, Pontiac, Michigan 48342, hereinafter referred to as "OLHSA".

**WITNESSETH THAT:**

WHEREAS, GCCARD entered into a seven year agreement with OLHSA on July 1, 2021 to be the fiscal and personnel agent for the GCCARD Head Start Program; and

WHEREAS, the parties previously amended the Agreement on July 24, 2024 and again on October 24, 2024; and

WHEREAS, GCCARD desires to amend the agreement entered into July 1, 2021 and prior amendments to include funds from the Department of Education to cover the October 1, 2024 – September 30, 2025 costs associated with salaries and fringes for the Great Start Readiness Program.

**NOW THEREFORE, GCCARD and OLHSA do mutually agree as follows:**

- A. \$12,123,967 will be issued to OLHSA, to be used to pay fourth year (2024-2025) cost for salaries and fringe benefits and miscellaneous costs to staff in accordance with the 2024-2025 grant proposals and the OLHSA Fiscal and Personnel Agent Agreement.
- B. The expenses are outlined in Exhibit A.
- C. All rules and regulations in the Head Start Contract entered into by the parties hereto on July 1, 2021 shall apply to these funds. All other terms and conditions of

the Head Start contract entered into as of July 1, 2021; the First Amendment dated July 24, 2024; and the Second Amendment executed on October 24, 2024 shall remain the same.

IN WITNESS WHEREOF, GCCARD and OLHSA have executed this Agreement as of the date first above written.

GENESEE COUNTY BOARD OF COMMISSIONERS:

11/21/24

---

Date

by: James Avery  
James Avery (Nov 21, 2024 18:26 EST)

JAMES AVERY, Chairperson  
Genesee County Board of Commissioners

OAKLAND-LIVINGSTON HUMAN SERVICE AGENCY:

11/26/2024

---

Date

by: Susan Harding

SUSAN HARDING, Chief Executive Officer  
Oakland-Livingston Human Service Agency

		(Grant Period - 7/1/24 - 6/30/25)			10/1/24-9/30/25		
		EARLY HEAD START	HEAD START T/TA	EARLY HEAD START	START T/TA	GSRP	TOTALS
BENEFITS	HEAD START 2801.698.01.801.050	2801.698.06.801.050	2801.698.02.801.050	2801.698.07.801.050	2727.698.01.801.050		
SALARIES	\$ 2,925,773	\$ 4,234,932	\$ 750	\$ 17,809	\$ 325,899	\$ 7,505,163	
FICA	\$ 232,680	\$ 335,005	\$ 57	\$ 1,394	\$ 25,914	\$ 595,050	
UNEMPLOYMENT	\$ 37,196	\$ 49,656	\$ 37	\$ 177	\$ 3,731	\$ 90,797	
WORKMAN'S COMPENSATION	\$ 27,518	\$ 38,825	\$ 5	\$ 148	\$ 2,682	\$ 69,178	
LIFE DISABILITY	\$ 39,262	\$ 57,630	\$ -	\$ 227	\$ 4,465	\$ 101,584	
MEDICAL and DENTAL	\$ 708,884	\$ 1,025,131	\$ -	\$ 7,359	\$ 71,134	\$ 1,812,508	
LONGEVITY	\$ 104,798	\$ 129,244	\$ -	\$ 368	\$ 11,310	\$ 245,720	
RETIREMENT	\$ 138,616	\$ 192,569	\$ -	\$ 753	\$ 17,937	\$ 349,875	
UNUSED SICK DAYS	\$ 10,995	\$ 14,948	\$ -	\$ 64	\$ 1,534	\$ 27,541	
TOTAL FRINGES	\$ 1,299,949	\$ 1,843,008	\$ 99	\$ 10,490	\$ 138,707	\$ 3,292,253	
TOTAL SALARIES & FRINGES	\$ 4,225,722	\$ 6,077,940	\$ 849	\$ 28,299	\$ 464,606	\$ 10,797,416	
TEMPORARY LABOR	\$ 20,000	\$ 3,083	\$ -	\$ -		\$ 23,083	
TRAVEL OUT OF TOWN	\$ -	\$ -	\$ 17,109	\$ 38,256		\$ 55,365	
LEGAL FEES	\$ 3,480	\$ 2,937	\$ -	\$ -		\$ 6,417	
EDUCATION REIMBURSEMENT	\$ 5,000	\$ 5,833	\$ 2,900	\$ 4,500		\$ 18,233	
SUPPLIES	\$ 12,000	\$ 17,417	\$ 3,500	\$ 6,000	\$ 1,200	\$ 40,117	
COMPUTER SUPPLIES	\$ 18,000	\$ 15,500	\$ -	\$ -	\$ 1,500	\$ 35,000	
PARENT INVOLVEMENT	\$ 2,000	\$ 2,667	\$ -	\$ -	\$ 600	\$ 5,267	
LOCAL TRAVEL	\$ 25,000	\$ 46,500	\$ -	\$ -	\$ 2,000	\$ 73,500	
REGISTRATION	\$ -	\$ -	\$ 8,600	\$ 28,209		\$ 36,809	
LIABILITY INSURANCE	\$ 37,207	\$ 34,083	\$ -	\$ -		\$ 71,290	
RENT	\$ 49,067	\$ 53,050	\$ -	\$ -		\$ 102,117	
CELLULAR PHONES	\$ 30,018	\$ 32,179	\$ -	\$ -		\$ 66,197	
subtotal OTHER	\$ 201,772	\$ 213,249	\$ 32,109	\$ 76,965	\$ 9,300	\$ 533,395	
FIDUCIARY *	\$ 309,925	\$ 440,383	\$ 2,307	\$ 7,368	\$ 33,173	\$ 793,156	
TOTAL CONTRACT	\$ 4,737,419	\$ 6,731,572	\$ 35,265	\$ 112,632	\$ 507,079	\$ 12,123,967	

\*Total Overhead for OLHSA services rendered (7%)

# 24-25 OLHSAamendment-3

Final Audit Report

2024-11-21

Created:	2024-11-21
By:	barb humenchick (bhumenchick@olhsa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbkyfggillNcNMCmulgOox89bdAO8GADYZ

## "24-25 OLHSAamendment-3" History

- document created by barb humenchick (bhumenchick@olhsa.org)  
2024-11-21 - 1:19:01 PM GMT
- document emailed to James Avery (javery@geneseecountymi.gov) for signature  
2024-11-21 - 1:19:06 PM GMT
- email viewed by James Avery (javery@geneseecountymi.gov)  
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- document e-signed by James Avery (javery@geneseecountymi.gov)  
Signature Date: 2024-11-21 - 11:26:56 PM GMT - Time Source: server
- agreement completed.  
2024-11-21 - 11:26:56 PM GMT



Adobe Acrobat Sign

**AMENDMENT-4**  
**2024-2025**  
**OAKLAND-LIVINGSTON HUMAN SERVICE AGENCY**  
**FISCAL AND PERSONNEL AGENT AGREEMENT**

This amendment to the Oakland-Livingston Human Service Agency Fiscal and Personnel Agent Agreement is entered into as of this 5th day of February 2025 by and between the County of Genesee, Michigan, a Michigan Municipal Corporation acting by and through the Community Action Resource Department, 1101 Beach Street, Flint, Michigan 48502, hereinafter referred to as "GCCARD", and the Contractor, Oakland-Livingston Human Service Agency, 196 Oakland Avenue, Pontiac, Michigan 48342, hereinafter referred to as "OLHSA".

**WITNESSETH THAT:**

WHEREAS, GCCARD entered into a seven year agreement with OLHSA on July 1, 2021 to be the fiscal and personnel agent for the GCCARD Head Start Program; and

WHEREAS, the parties previously amended the Agreement on July 24, 2024, October 2, 2024, and again on November 21, 2024; and

WHEREAS, GCCARD desires to amend the agreement entered into July 1, 2021 and prior amendments to include funds from the Department of Education to cover the October 1, 2024 – September 30, 2025 for carryover funding associated with salaries and fringes for the Great Start Readiness Program.

**NOW THEREFORE**, GCCARD and OLHSA do mutually agree as follows:

- A. \$12,236,604.54 will be issued to OLHSA, to be used to pay fourth year (2024-2025) cost for salaries and fringe benefits and miscellaneous costs to staff in accordance with the 2024-2025 grant proposals and the OLHSA Fiscal and Personnel Agent Agreement.
- B. The expenses are outlined in Exhibit A.
- C. All rules and regulations in the Head Start Contract entered into by the parties hereto on July 1, 2021 shall apply to these funds. All other terms and conditions of

the Head Start contract entered into as of July 1, 2021; the First Amendment dated July 24, 2024; and the Second Amendment executed on October 24, 2024, and the Third Amendment fully executed on November 21, 2024 shall remain the same.

IN WITNESS WHEREOF, GCCARD and OLHSA have executed this Agreement as of the date first above written.

GENESEE COUNTY BOARD OF COMMISSIONERS:

Date \_\_\_\_\_ by: \_\_\_\_\_  
DELRICO LOYD, Chairperson  
Genesee County Board of Commissioners

OAKLAND-LIVINGSTON HUMAN SERVICE AGENCY:

Date \_\_\_\_\_ by: \_\_\_\_\_  
SUSAN HARDING, Chief Executive Officer  
Oakland-Livingston Human Service Agency

(Grant Period - 7/1/24 - 6/30/25)						10/1/24-9/30/25
BENEFITS	HEAD START	EARLY READ START	HEAD START T/TA	EARLY READ START T/TA	GSRP	TOTALS
SALARIES	\$ 2,901,801.050	\$ 2801,698.06.801.050	\$ 2801,698.02.801.050	\$ 2801,698.07.801.050		
SALARIES	\$ 2,925,773	\$ 4,234,932	\$ 750	\$ 17,809	\$ 416,646.45	\$ 7,595,910.45
FICA	\$ 232,680	\$ 335,005	\$ 57	\$ 1,394	\$ 33,927.60	\$ 603,063.60
UNEMPLOYMENT	\$ 37,196	\$ 49,656	\$ 37	\$ 177	\$ 8,863.89	\$ 95,929.89
WORKMAN'S COMPENSATION	\$ 27,518	\$ 38,825	\$ 5	\$ 148	\$ 3,540.97	\$ 70,036.97
LIFE DISABILITY	\$ 39,262	\$ 57,630	\$ -	\$ 227	\$ 4,465.00	\$ 101,584.00
MEDICAL and DENTAL	\$ 708,884	\$ 1,025,131	\$ -	\$ 7,359	\$ 71,134.00	\$ 1,812,508.00
LONGEVITY	\$ 104,798	\$ 129,244	\$ -	\$ 368	\$ 11,310.00	\$ 245,720.00
RETIREMENT	\$ 138,616	\$ 192,569	\$ -	\$ 753	\$ 17,937.00	\$ 349,875.00
UNUSED SICK DAYS	\$ 10,995	\$ 14,948	\$ -	\$ 64	\$ 1,534.00	\$ 27,541.00
TOTAL FRINGES	\$ 1,299,949	\$ 1,843,008	\$ 99	\$ 10,490	\$ 152,712.46	\$ 3,306,258.46
TOTAL SALARIES & FRINGES	\$ 4,225,722	\$ 6,077,940	\$ 849	\$ 28,299	\$ 569,358.91	\$ 10,902,168.91
TEMPORARY LABOR	\$ 20,000	\$ 3,083	\$ -	\$ -		\$ 23,083.00
TRAVEL OUT OF TOWN	\$ -	\$ -	\$ 17,109	\$ 38,256		\$ 55,365.00
LEGAL FEES	\$ 3,480	\$ 2,937	\$ -	\$ -		\$ 6,417.00
EDUCATION REIMBURSEMENT	\$ 5,000	\$ 5,833	\$ 2,900	\$ 4,500		\$ 18,233.00
SUPPLIES	\$ 12,000	\$ 17,417	\$ 3,500	\$ 6,000	\$ 1,200.00	\$ 40,117.00
COMPUTER SUPPLIES	\$ 18,000	\$ 15,500	\$ -	\$ -	\$ 1,500.00	\$ 35,000.00
PARENT INVOLVEMENT	\$ 2,000	\$ 2,667	\$ -	\$ -	\$ 600.00	\$ 5,267.00
LOCAL TRAVEL	\$ 25,000	\$ 46,500	\$ -	\$ -	\$ 2,000.00	\$ 73,500.00
REGISTRATION	\$ -	\$ -	\$ 8,600	\$ 28,209		\$ 36,809.00
LIABILITY INSURANCE	\$ 37,207	\$ 34,083	\$ -	\$ -		\$ 71,290.00
RENT	\$ 49,067	\$ 53,050	\$ -	\$ -		\$ 102,117.00
CELLULAR PHONES	\$ 30,018	\$ 32,179	\$ -	\$ -	\$ 4,000.00	\$ 66,197.00
SUBTOTAL OTHER	\$ 201,772	\$ 213,249	\$ 32,109	\$ 76,965	\$ 9,300.00	\$ 533,395.00
FIDUCIARY *	\$ 309,925	\$ 440,383	\$ 2,307	\$ 7,368	\$ 41,057.63	\$ 801,040.63
TOTAL CONTRACT	\$ 4,737,419	\$ 6,731,572	\$ 35,265	\$ 112,632	\$ 619,716.54	\$ 12,236,604.54

\*Total Overhead for OLHSA services rendered (7%)



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

---

**File #:** RES-2025-0062

**Agenda Date:** 2/5/2025

**Agenda #:** 2.

---

**To:** Martin L. Cousineau, Finance Committee Chairperson

**From:** Brian C. Hunter M.D.

**RE:** Approval of multiple vendor contracts for Medical Examiner Scene Investigator

**BOARD ACTION REQUESTED:**

Approval of vendor contracts.

**BACKGROUND:**

The Medical Examiner's Office is in the process of making its Scene Investigators direct contractors for the county instead of using a third-party contractor. There are a total of 8 contractors, Dennis Knapp, Alexis Town, Karen Woerner, Jonathan Rice, Tarah Zapata, Gary Denman, Megan Brown, and Katrina Cox. The cost for these contracts will not exceed \$30,000.00 each, to be paid from 1010-648.00-801.000 (Service Contract). The funds for these contracts are currently in our budget and a budget amendment is not necessary.

**DISCUSSION:**

None

**IMPACT ON HUMAN RESOURCES:**

None

**IMPACT ON BUDGET:**

None

**IMPACT ON FACILITIES:**

None

**IMPACT ON TECHNOLOGY:**

None

**CONFORMITY TO COUNTY PRIORITIES:**

One of the many ways the Medical Examiner's Office can contribute to community growth is public Safety: One of the primary responsibilities of a Medical Examiner's Office is to investigate deaths that may be suspicious or criminal in nature. By conducting thorough investigations, providing accurate cause of death determinations, and collaborating with law enforcement agencies, the office helps maintain public safety. A safe community is attractive to residents, businesses, and investors,

contributing to community growth and development.

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 Medical Examiner to authorize entering into Professional Service contracts between Genesee County and Johnathon Rice, Tarah Zapata, Megan Brown, Gary Denman, Alexis Town, Karen Woerner, Dennis Knapp, and Katrina Cox, whereby each contractor will provide death scene investigation services for the Medical Examiner's Office for the period commencing February 1, 2025, through September 30, 2025, at a cost not to exceed \$30,000.00 per contractor for the remainder of the current fiscal year to be paid from account 1010-648.00-801.000 (Service Contract), is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the February 5, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the agreements on behalf of Genesee County.

## **MEDICAL EXAMINER INVESTIGATOR 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 Megan Brown, an individual, whose address is 5527 Vassar Rd Grand Blanc MI 48 (the "Contractor") (the County and the Contractor together, the "Parties").

### **1. Term**

#### **1.1 Initial Term**

The initial term of this Contract commences on February 1, 2025 and shall be effective through September 30, 2025 (the "Initial Term").

#### **1.2 Extension Terms**

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

### **2. Scope of Work**

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

### **3. Compensation**

**Unit Rate.** The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$30,000.00. The Contractor must provide to the County invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

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

### **5. Contract Administrator**

The contract administrator for this Contract is **Keith R. Rumbold, Administrator Genesee County Medical Examiner's Office** (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 obtains 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 and Indemnification**

#### **14.1 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.

#### **14.2 Insurance and Waivers**

The contractor agrees to execute the "Sole Proprietor Workers' Compensation Release Form", attached as Exhibit B, and the "Release of

Auto Liability & Auto Physical Damage' form, attached as Exhibit C, and submit them to Katie Schoening, ARM, Genesee County Risk Manager, prior to beginning work under this 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 – Sole Proprietor Workers' Compensation Release Form

16.1.4. Exhibit C – Release of Auto Liability & Auto Physical Damage Form

### **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 a 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.

Megan Brown

COUNTY OF GENESEE

By:   
Megan Brown (Jan 17, 2025 10:52 EST)

Date: 17-01-2025

By: \_\_\_\_\_  
Delrico Loyd, Chairperson  
Board of County Commissioners

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

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

The **Contracted Medical Examiner Investigator** conducts death investigations in cases of fatality where the death occurs outside of medical care, or the death is believed to be due to trauma. The medical examiner investigator will conduct death scene investigations, prepare detailed reports related to these investigations<sup>1</sup> and will interact with public safety entities, medical staff, family of the deceased to gather pertinent information regarding the circumstances surrounding the death. The death scene investigator will make death notifications to family members of the deceased; interviews witnesses and relatives of the deceased; and takes photographs of death scene, examines deceased for signs of injury or suspicious death. Communicates findings at death scene along with history and circumstances of death to the pathologist. The death scene investigator will also take photographs of the death scene and deceased along with completing electronic documentation in the time frame dictated by the Medical Examiner.<sup>1</sup>

**Payment will be made at the following rates. The investigator shall be paid at a rate of \$50.00 for a primary investigator 8-hour shift or \$30.00 for a back-up investigator 8-hour shift. Should either the primary and/or the back-up scene investigator receive a call during their shift they will receive \$100.00 per call instead of the \$50.00 or \$30.00 on-call shift pay.**

---

<sup>1</sup> The information above is intended to be sufficient to identify the many duties that are assigned to this position and should not be interpreted to describe all of the duties of the contracted death scene investigator and may need to be performed.

**EXHIBIT B**  
**Sole Proprietor Workers' Compensation Release Form**



**RISK MANAGEMENT DIVISION**  
1101 Beach Street, 3<sup>rd</sup> Floor Flint, Michigan 48502  
Phone: (810) 257-2628 Fax (810) 257-3502

**COUNTY OF GENESEE**  
**SOLE PROPRIETOR WORKERS' COMPENSATION RELEASE FORM**

I, Megan Brown, as an independent contractor performing work and/or services for the County of Genesee, acknowledge that I am a Sole Proprietor business and will not employ any person(s) in the work to be performed for the County of Genesee under this contract (\_\_\_\_\_).

I am familiar with the requirements of the Workers' Disability Compensation Act, and as a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers' Disability Compensation Act of the State of Michigan.

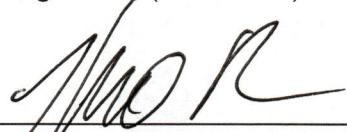
In consideration of being awarded this contract, I agree to indemnify any and all claims against the County and to hold harmless the County of Genesee from any and all injuries or illnesses that I may sustain during the course or as a result of this contract.

I hereby agree to notify the County of Genesee in writing prior to hiring any person(s), full time or part time, to assist in this contract and to secure workers' compensation insurance prior to any person beginning work or assisting in the performance or work under this contract or otherwise become subject to the Workers' Disability Compensation Act of Michigan.



Megan Brown (Jan 17, 2025 10:52 EST)

Signature (contractor)



Witness (other than relative)

17/01/2025

Date

1-17-25

Date

1/14/2016

**EXHIBIT C**  
**Release of Auto Liability & Auto Physical Damage Form**



**RISK MANAGEMENT DIVISION**  
1101 Beach Street, 3rd Floor Flint, Michigan 48502  
Phone: (810) 257-2628 Fax (810) 257-3502

**RELEASE OF AUTO LIABILITY & AUTO PHYSICAL DAMAGE**

As an independent contractor performing work and/or services for Genesee County, I understand that I am not an employee of the County and further understand that I assume all auto liability and physical damage for all vehicles used during the duration of the contract with Genesee County.

I, Megan Brown have also provided proof of auto liability and physical damage coverage to Genesee County Risk Management.

Dated this 17 day of January, 2025.

Signature Megan Brown (Jan 17, 2025 10:52 EST)

Witness Megan Brown

# SERVICES CONTRACT

Final Audit Report

2025-01-17

Created:	2025-01-17
By:	Kieth Rumbold (KRumbold@geneseecountymi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMvg_QC9S1PBI36hs0wKPoysml04XDE14

## "SERVICES CONTRACT" History

- 💾 Document created by Kieth Rumbold (KRumbold@geneseecountymi.gov)  
2025-01-17 - 1:42:03 PM GMT
- ✉️ Document emailed to Megan Brown (meganmn83@gmail.com) for signature  
2025-01-17 - 1:42:09 PM GMT
- 💾 Email viewed by Megan Brown (meganmn83@gmail.com)  
2025-01-17 - 1:44:03 PM GMT
- ✍️ Document e-signed by Megan Brown (meganmn83@gmail.com)  
Signature Date: 2025-01-17 - 3:52:24 PM GMT - Time Source: server
- ✓ Agreement completed.  
2025-01-17 - 3:52:24 PM GMT



Adobe Acrobat Sign



## CERTIFICATE OF NO-FAULT INSURANCE - Michigan

**Policy Number:** 977202201

**NAIC Number:** 10187

**Effective Date:** 09/15/2024

**Expiration Date:** 03/15/2025

**Insurer:** Progressive Michigan Ins Company 1-800-876-5581

P.O. Box 6807 Cleveland, OH 44101

**Named Insured(s):**

Megan Brown

Wesley A Brown

**Your Agent:**

MICHIGAN INS & FINCL 1-810-344-3400

8469 S SAGINAW

GRAND BLANC, MI 48439

**Year** 2023    **Make** TOYOTA

**Model**  
SEQUOIA HYBRID

**VIN**  
7SVAAABA2PX006693

FOLD ----- FOLD ----- FOLD

**WARNING: KEEP THIS CERTIFICATE IN YOUR VEHICLE AT ALL TIMES.** If you fail to produce it upon a police officer's request, you will be responsible for a civil infraction.  
**PENALTY FOR OPERATION WITHOUT INSURANCE**

Michigan law (MCLA 500.3101) requires that the owner or registrant of a motor vehicle registered in this state must have insurance or other approved security for the payment of no-fault benefits on the vehicle at all times. An owner or registrant who drives or permits a vehicle to be driven upon a public highway without the proper insurance or other security is guilty of a misdemeanor. An owner or registrant convicted of such a misdemeanor shall be fined not less than \$200.00 nor more than \$500.00, imprisoned for not more than 1 year, or both.

## **MEDICAL EXAMINER INVESTIGATOR 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 Katrina Cox, an individual, whose address is 206 van Buren circle Davison MI 48 (the "Contractor") (the County and the Contractor together, the "Parties").

### **1. Term**

#### **1.1 Initial Term**

The initial term of this Contract commences on February 1, 2025 and shall be effective through September 30, 2025 (the "Initial Term").

#### **1.2 Extension Terms**

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

### **2. Scope of Work**

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

### **3. Compensation**

*Unit Rate.* The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$30,000.00. The Contractor must provide to the County invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

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

### **5. Contract Administrator**

The contract administrator for this Contract is **Keith R. Rumbold, Administrator Genesee County Medical Examiner's Office** (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.

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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.

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### **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.

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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 obtains 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 and Indemnification**

**14.1 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.

**14.2 Insurance and Waivers**

The contractor agrees to execute the "Sole Proprietor Workers' Compensation Release Form", attached as Exhibit B, and the "Release of

Auto Liability & Auto Physical Damage' form, attached as Exhibit C, and submit them to Katie Schoening, ARM. Genesee County Risk Manager, prior to beginning work under this 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 – Sole Proprietor Workers' Compensation Release Form

16.1.4. Exhibit C – Release of Auto Liability & Auto Physical Damage Form

### **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 a 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.

Katrina Cox \_\_\_\_\_

COUNTY OF GENESEE

By: Katrina Cox \_\_\_\_\_

By: \_\_\_\_\_  
Delrico Loyd, Chairperson  
Board of County Commissioners

Date: 01/13/2025

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

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

**The Contracted Medical Examiner Investigator** conducts death investigations in cases of fatality where the death occurs outside of medical care, or the death is believed to be due to trauma. The medical examiner investigator will conduct death scene investigations, prepare detailed reports related to these investigations<sup>1</sup> and will interact with public safety entities, medical staff, family of the deceased to gather pertinent information regarding the circumstances surrounding the death. The death scene investigator will make death notifications to family members of the deceased; interviews witnesses and relatives of the deceased; and takes photographs of death scene, examines deceased for signs of injury or suspicious death. Communicates findings at death scene along with history and circumstances of death to the pathologist. The death scene investigator will also take photographs of the death scene and deceased along with completing electronic documentation in the time frame dictated by the Medical Examiner.<sup>1</sup>

**Payment will be made at the following rates. The investigator shall be paid at a rate of \$50.00 for a primary investigator 8-hour shift or \$30.00 for a back-up investigator 8-hour shift. Should either the primary and/or the back-up scene investigator receive a call during their shift they will receive \$100.00 per call instead of the \$50.00 or \$30.00 on-call shift pay.**

---

<sup>1</sup> The information above is intended to be sufficient to identify the many duties that are assigned to this position and should not be interpreted to describe all of the duties of the contracted death scene investigator and may need to be performed.

**EXHIBIT B**  
**Sole Proprietor Workers' Compensation Release Form**



**RISK MANAGEMENT DIVISION**  
1101 Beach Street, 3<sup>rd</sup> Floor Flint, Michigan 48502  
Phone: (810) 257-2628 Fax (810) 257-3502

**COUNTY OF GENESEE**  
**SOLE PROPRIETOR WORKERS' COMPENSATION RELEASE FORM**

I, Katrina Cox, as an independent contractor performing work and/or services for the County of Genesee, acknowledge that I am a Sole Proprietor business and will not employ any person(s) in the work to be performed for the County of Genesee under this contract (\_\_\_\_\_).

I am familiar with the requirements of the Workers' Disability Compensation Act, and as a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers' Disability Compensation Act of the State of Michigan.

In consideration of being awarded this contract, I agree to indemnify any and all claims against the County and to hold harmless the County of Genesee from any and all injuries or illnesses that I may sustain during the course or as a result of this contract.

I hereby agree to notify the County of Genesee in writing prior to hiring any person(s), full time or part time, to assist in this contract and to secure workers' compensation insurance prior to any person beginning work or assisting in the performance or work under this contract or otherwise become subject to the Workers' Disability Compensation Act of Michigan.

Katrina Cox

Signature (contractor)

13/01/2025

Date

WDR

Witness (other than relative)

1-17-25

Date

1/14/2016

**EXHIBIT C**  
**Release of Auto Liability & Auto Physical Damage Form**



**RISK MANAGEMENT DIVISION**  
1101 Beach Street, 3rd Floor Flint, Michigan 48502  
Phone: (810) 257-2628 Fax (810) 257-3502

**RELEASE OF AUTO LIABILITY & AUTO PHYSICAL DAMAGE**

As an independent contractor performing work and/or services for Genesee County, I understand that I am not an employee of the County and further understand that I assume all auto liability and physical damage for all vehicles used during the duration of the contract with Genesee County.

I, Katrina Cox have also provided proof of auto liability and physical damage coverage to Genesee County Risk Management.

Dated this 13 day of 01, 20 25.

Signature Katrina Cox

Witness Mele R

# SERVICES CONTRACT (final)

Final Audit Report

2025-01-14

Created:	2025-01-09
By:	Kieth Rumbold (KRumbold@geneseecountymi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdmeCCn2udKUBmC4EjeOXN4R_aubO-IEm

## "SERVICES CONTRACT (final)" History

-  Document created by Kieth Rumbold (KRumbold@geneseecountymi.gov)  
2025-01-09 - 7:34:50 PM GMT
-  Document emailed to Katrina Cox (kcox1042@gmail.com) for signature  
2025-01-09 - 7:34:55 PM GMT
-  Email viewed by Katrina Cox (kcox1042@gmail.com)  
2025-01-09 - 7:35:48 PM GMT
-  Document e-signed by Katrina Cox (kcox1042@gmail.com)  
Signature Date: 2025-01-14 - 1:00:16 AM GMT - Time Source: server
-  Agreement completed.  
2025-01-14 - 1:00:16 AM GMT



Adobe Acrobat Sign

PROGRESSIVE  
P.O. BOX 31260  
TAMPA, FL 33631  
NAIC Company Code: 37605



**Policy Number: 904572517**

Underwritten by:  
Progressive Marathon Insurance Co  
Policyholders:  
Brandon S Finley  
Katrina M Cox  
Page 1 of 1  
January 14, 2025

**Customer Service**

**1-800-776-4737**  
24 hours a day, 7 days a week

## Verification of Insurance for

### **Brandon S Finley and Katrina M Cox**

This verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of the policies.

Please accept this letter as verification of insurance for this policy.

#### **Policy and driver information**

.....  
Policy number: 904572517  
Policy state: Michigan  
Policy period: Dec 27, 2024 - Jun 27, 2025  
There was no lapse in coverage during this policy period.  
Effective date: Dec 27, 2024  
Drivers: Brandon S Finley  
Katrina M Cox  
Address: 206 Van Buren Cir  
Davison, MI 48423

#### **Vehicle information**

.....  
Vehicle: 2021 CHEVROLET BLAZER  
Vehicle identification number: 3GNKBHRS3MS544701  
Lienholder: Elga Credit Union  
PO Box 691225  
SAN ANTONIO, TX 78269

#### **Coverage information**

.....  
Liability To Others  
Bodily Injury Liability \$250,000 each person/\$500,000 each accident  
Property Damage Liability \$10,000 each accident  
Comprehensive Actual Cash Value Deductible: \$1,000  
Standard Collision Actual Cash Value Deductible: \$1,000

## **MEDICAL EXAMINER INVESTIGATOR 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 Gary Denman, an individual, whose address is 6202 Ormond Rd Davisburg, mi 483 (the "Contractor") (the County and the Contractor together, the "Parties").

### **1. Term**

#### **1.1 Initial Term**

The initial term of this Contract commences on February 1, 2025 and shall be effective through September 30, 2025 (the "Initial Term").

#### **1.2 Extension Terms**

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

### **2. Scope of Work**

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

### **3. Compensation**

*Unit Rate.* The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$30,000.00. The Contractor must provide to the County invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

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

### **5. Contract Administrator**

The contract administrator for this Contract is **Keith R. Rumbold, Administrator Genesee County Medical Examiner's Office** (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.

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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.

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### **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.

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

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

Gary Denman \_\_\_\_\_

COUNTY OF GENESEE

By:   
Gary Denman (Jan 16, 2025 16:37 EST)

Date: 16/01/2025

By: \_\_\_\_\_  
Delrico Loyd, Chairperson  
Board of County Commissioners

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

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

**The Contracted Medical Examiner Investigator** conducts death investigations in cases of fatality where the death occurs outside of medical care, or the death is believed to be due to trauma. The medical examiner investigator will conduct death scene investigations, prepare detailed reports related to these investigations<sup>1</sup> and will interact with public safety entities, medical staff, family of the deceased to gather pertinent information regarding the circumstances surrounding the death. The death scene investigator will make death notifications to family members of the deceased; interviews witnesses and relatives of the deceased; and takes photographs of death scene, examines deceased for signs of injury or suspicious death. Communicates findings at death scene along with history and circumstances of death to the pathologist. The death scene investigator will also take photographs of the death scene and deceased along with completing electronic documentation in the time frame dictated by the Medical Examiner.<sup>1</sup>

**Payment will be made at the following rates. The investigator shall be paid at a rate of \$50.00 for a primary investigator 8-hour shift or \$30.00 for a back-up investigator 8-hour shift. Should either the primary and/or the back-up scene investigator receive a call during their shift they will receive \$100.00 per call instead of the \$50.00 or \$30.00 on-call shift pay.**

---

<sup>1</sup> The information above is intended to be sufficient to identify the many duties that are assigned to this position and should not be interpreted to describe all of the duties of the contracted death scene investigator and may need to be performed.

**EXHIBIT B**  
**Sole Proprietor Workers' Compensation Release Form**



**RISK MANAGEMENT DIVISION**  
1101 Beach Street, 3<sup>rd</sup> Floor Flint, Michigan 48502  
Phone: (810) 257-2628 Fax (810) 257-3502

**COUNTY OF GENESEE**  
**SOLE PROPRIETOR WORKERS' COMPENSATION RELEASE FORM**

I, Gary Denman, as an independent contractor performing work and/or services for the County of Genesee, acknowledge that I am a Sole Proprietor business and will not employ any person(s) in the work to be performed for the County of Genesee under this contract (\_\_\_\_\_).

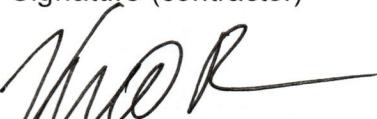
I am familiar with the requirements of the Workers' Disability Compensation Act, and as a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers' Disability Compensation Act of the State of Michigan.

In consideration of being awarded this contract, I agree to indemnify any and all claims against the County and to hold harmless the County of Genesee from any and all injuries or illnesses that I may sustain during the course or as a result of this contract.

I hereby agree to notify the County of Genesee in writing prior to hiring any person(s), full time or part time, to assist in this contract and to secure workers' compensation insurance prior to any person beginning work or assisting in the performance or work under this contract or otherwise become subject to the Workers' Disability Compensation Act of Michigan.

  
\_\_\_\_\_  
Gary Denman (Jan 16, 2025 16:37 EST)

Signature (contractor)

  
\_\_\_\_\_  
Witness (other than relative)

16/01/2025

Date

1-17-25

Date

1/14/2016

**EXHIBIT C**  
**Release of Auto Liability & Auto Physical Damage Form**



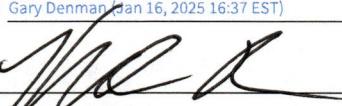
**RISK MANAGEMENT DIVISION**  
1101 Beach Street, 3rd Floor Flint, Michigan 48502  
Phone: (810) 257-2628 Fax (810) 257-3502

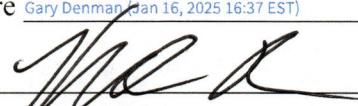
**RELEASE OF AUTO LIABILITY & AUTO PHYSICAL DAMAGE**

As an independent contractor performing work and/or services for Genesee County, I understand that I am not an employee of the County and further understand that I assume all auto liability and physical damage for all vehicles used during the duration of the contract with Genesee County.

I, Gary Denman have also provided proof of auto liability and physical damage coverage to Genesee County Risk Management.

Dated this 16 day of Jan, 2025.

Signature 

Witness 

# SERVICES CONTRACT

Final Audit Report

2025-01-16

Created:	2025-01-16
By:	Kieth Rumbold (KRumbold@geneseecountymi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAq5l2Mch798jpq4ikvENZ81osmXYMfKxj

## "SERVICES CONTRACT" History

-  Document created by Kieth Rumbold (KRumbold@geneseecountymi.gov)  
2025-01-16 - 8:28:35 PM GMT
-  Document emailed to Gary Denman (gldenman@att.net) for signature  
2025-01-16 - 8:28:42 PM GMT
-  Email viewed by Gary Denman (gldenman@att.net)  
2025-01-16 - 9:26:33 PM GMT
-  Document e-signed by Gary Denman (gldenman@att.net)  
Signature Date: 2025-01-16 - 9:37:57 PM GMT - Time Source: server
-  Agreement completed.  
2025-01-16 - 9:37:57 PM GMT



Adobe Acrobat Sign

# Your ID Cards

Keep these cards handy--in your glove compartment or wallet. And contact us anytime you have a question or need to report a claim.

If you have a claim, we'll get you back on the road as soon as possible. And while you'll always have a choice where to repair your vehicle, when you use a shop in our preapproved network, we'll guarantee your repair for as long as you own or lease your vehicle.

**Thank you for choosing Progressive.**

	<b>Laura S Denman</b> <b>Gary L Denman</b> Emerald Level Valued Customer Since 2013	<b>CERTIFICATE OF NO-FAULT INSURANCE - Michigan</b>		
		<b>Policy Number:</b> 14841917 <b>Effective Date:</b> 09/04/2024 <b>Insurer:</b> Progressive Marathon Insurance Co 1-800-776-4737 PO Box 31260 Tampa, FL 33631	<b>NAIC Number:</b> 37605 <b>Expiration Date:</b> 03/04/2025	
		<b>Named Insured(s):</b> Laura S Denman Gary L Denman	<b>Model</b> Patriot	<b>VIN</b> 1C4NJPFA7GD698847
		<b>Year Make</b> 2016 Jeep		
<p>Form A022 MI (10/20)</p> <p>A person who supplies false information to the Secretary of State or who issues or uses an invalid certificate of insurance is guilty of a misdemeanor punishable by imprisonment for not more than 1 year, or a fine of not more than \$1,000.00, or both.</p> <p><b>IF YOU'RE IN AN ACCIDENT</b></p> <ol style="list-style-type: none"><li>1. Remain at the scene. Don't admit fault.</li><li>2. Find a safe location, call the police, and exchange driver information.</li><li>3. Call Progressive right away.</li></ol> <p><b>TO REPORT A CLAIM</b></p> <p>Call 1-800-274-4499 or go to <a href="http://claims.progressive.com">claims.progressive.com</a>.</p> <p><b>NEED ROADSIDE ASSISTANCE?</b></p> <p>Call 1-800-776-2778.</p> <p><b>PROGRESSIVE</b></p> <p><b>KEEP THIS CARD IN YOUR VEHICLE WHILE IN OPERATION.</b></p>				

## **MEDICAL EXAMINER INVESTIGATOR 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 Dennis Knapp, an individual, whose address is 1036 Carlson Dr (the "Contractor") (the County and the Contractor together, the "Parties").

### **1. Term**

#### **1.1 Initial Term**

The initial term of this Contract commences on February 1, 2025 and shall be effective through September 30, 2025 (the "Initial Term").

#### **1.2 Extension Terms**

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

### **2. Scope of Work**

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

### **3. Compensation**

**Unit Rate.** The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$30,000.00. The Contractor must provide to the County invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

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

### **5. Contract Administrator**

The contract administrator for this Contract is **Keith R. Rumbold, Administrator Genesee County Medical Examiner's Office** (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 obtains 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 and Indemnification**

#### **14.1 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.

#### **14.2 Insurance and Waivers**

The contractor agrees to execute the "Sole Proprietor Workers' Compensation Release Form", attached as Exhibit B, and the "Release of

Auto Liability & Auto Physical Damage' form, attached as Exhibit C, and submit them to Katie Schoening, ARM. Genesee County Risk Manager, prior to beginning work under this 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 – Sole Proprietor Workers' Compensation Release Form

16.1.4. Exhibit C – Release of Auto Liability & Auto Physical Damage Form

### **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 a 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.

Dennis Knapp \_\_\_\_\_

COUNTY OF GENESEE

By:   
Dennis Knapp (Jan 14, 2025 15:19 EST)

Date: 14/01/2025

By: \_\_\_\_\_  
Delrico Loyd, Chairperson  
Board of County Commissioners

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

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

**The Contracted Medical Examiner Investigator** conducts death investigations in cases of fatality where the death occurs outside of medical care, or the death is believed to be due to trauma. The medical examiner investigator will conduct death scene investigations, prepare detailed reports related to these investigations<sup>1</sup> and will interact with public safety entities, medical staff, family of the deceased to gather pertinent information regarding the circumstances surrounding the death. The death scene investigator will make death notifications to family members of the deceased; interviews witnesses and relatives of the deceased; and takes photographs of death scene, examines deceased for signs of injury or suspicious death. Communicates findings at death scene along with history and circumstances of death to the pathologist. The death scene investigator will also take photographs of the death scene and deceased along with completing electronic documentation in the time frame dictated by the Medical Examiner.<sup>1</sup>

**Payment will be made at the following rates. The investigator shall be paid at a rate of \$50.00 for a primary investigator 8-hour shift or \$30.00 for a back-up investigator 8-hour shift. Should either the primary and/or the back-up scene investigator receive a call during their shift they will receive \$100.00 per call instead of the \$50.00 or \$30.00 on-call shift pay.**

---

<sup>1</sup> The information above is intended to be sufficient to identify the many duties that are assigned to this position and should not be interpreted to describe all of the duties of the contracted death scene investigator and may need to be performed.

**EXHIBIT B**  
**Sole Proprietor Workers' Compensation Release Form**



**RISK MANAGEMENT DIVISION**  
1101 Beach Street, 3<sup>rd</sup> Floor Flint, Michigan 48502  
Phone: (810) 257-2628 Fax (810) 257-3502

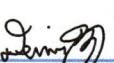
**COUNTY OF GENESEE**  
**SOLE PROPRIETOR WORKERS' COMPENSATION RELEASE FORM**

I, Dennis Knapp, as an independent contractor performing work and/or services for the County of Genesee, acknowledge that I am a Sole Proprietor business and will not employ any person(s) in the work to be performed for the County of Genesee under this contract (\_\_\_\_\_).

I am familiar with the requirements of the Workers' Disability Compensation Act, and as a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers' Disability Compensation Act of the State of Michigan.

In consideration of being awarded this contract, I agree to indemnify any and all claims against the County and to hold harmless the County of Genesee from any and all injuries or illnesses that I may sustain during the course or as a result of this contract.

I hereby agree to notify the County of Genesee in writing prior to hiring any person(s), full time or part time, to assist in this contract and to secure workers' compensation insurance prior to any person beginning work or assisting in the performance or work under this contract or otherwise become subject to the Workers' Disability Compensation Act of Michigan.

  
Dennis Knapp (Jan 14, 2025 15:19 EST)

Signature (contractor)

14/01/2025

Date

  
Witness (other than relative)

1-17-25

Date

1/14/2016

**EXHIBIT C**  
**Release of Auto Liability & Auto Physical Damage Form**



**RISK MANAGEMENT DIVISION**  
1101 Beach Street, 3rd Floor Flint, Michigan 48502  
Phone: (810) 257-2628 Fax (810) 257-3502

**RELEASE OF AUTO LIABILITY & AUTO PHYSICAL DAMAGE**

As an independent contractor performing work and/or services for Genesee County, I understand that I am not an employee of the County and further understand that I assume all auto liability and physical damage for all vehicles used during the duration of the contract with Genesee County.

I, Dennis Knapp have also provided proof of auto liability and physical damage coverage to Genesee County Risk Management.

Dated this 14th day of January, 2025.

Signature Dennis Knapp (Jan 14, 2025 15:19 EST)

Witness Dennis Knapp

# **CERTIFICATE OF NO-FAULT INSURANCE - Michigan**

**Policy Number:** 922225058

**NAIC Number:** 10187

**Effective Date:** 12/07/2024

**Expiration Date:** 06/07/2025

**Insurer:** Progressive Michigan Ins Company 1-800-876-5581

PO Box 6807 Cleveland, OH 44101

**Named Insured(s):**

Dennis Knapp Jr.

**Your Agent:**

CISLO INSURANCE PARTNERS LLC 1-810-625-9815

8273 S SAGINAW ST D

GRAND BLANC, MI 48439

**Year** **Make**

2015 Gmc

**Model**

Terrain

**VIN**

2GKALMEK3F6145003

## **MEDICAL EXAMINER INVESTIGATOR 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 Jonathan Rice, an individual, whose address is P.O. Box 20022, Ferndale, MI 4822 (the "Contractor") (the County and the Contractor together, the "Parties").

### **1. Term**

#### **1.1 Initial Term**

The initial term of this Contract commences on February 1, 2025 and shall be effective through September 30, 2025 (the "Initial Term").

#### **1.2 Extension Terms**

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

### **2. Scope of Work**

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

### **3. Compensation**

*Unit Rate.* The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$30,000.00. The Contractor must provide to the County 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.

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### **5. Contract Administrator**

The contract administrator for this Contract is **Keith R. Rumbold, Administrator Genesee County Medical Examiner's Office** (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.

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## **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.

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### **8.3 Termination for Convenience**

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### **8.4 Termination for Lack of Funding**

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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.

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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**

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### **12.2 Inspection**

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- 13.1 In the event that the Contractor obtains 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 and Indemnification**

**14.1 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.

**14.2 Insurance and Waivers**

The contractor agrees to execute the "Sole Proprietor Workers' Compensation Release Form", attached as Exhibit B, and the "Release of

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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.

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16.1.2. Exhibit A – The Scope of Work

16.1.3. Exhibit B – Sole Proprietor Workers' Compensation Release Form

16.1.4. Exhibit C – Release of Auto Liability & Auto Physical Damage Form

### **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 a 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.

Jonathan Rice \_\_\_\_\_

COUNTY OF GENESEE

By: Jonathan Rice  
Jonathan Rice (Jan 10, 2025 15:47 EST)

By: \_\_\_\_\_  
Delrico Loyd, Chairperson  
Board of County Commissioners

Date: 1/10/2025

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

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

**The Contracted Medical Examiner Investigator** conducts death investigations in cases of fatality where the death occurs outside of medical care, or the death is believed to be due to trauma. The medical examiner investigator will conduct death scene investigations, prepare detailed reports related to these investigations' and will interact with public safety entities, medical staff, family of the deceased to gather pertinent information regarding the circumstances surrounding the death. The death scene investigator will make death notifications to family members of the deceased; interviews witnesses and relatives of the deceased; and takes photographs of death scene, examines deceased for signs of injury or suspicious death. Communicates findings at death scene along with history and circumstances of death to the pathologist. The death scene investigator will also take photographs of the death scene and deceased along with completing electronic documentation in the time frame dictated by the Medical Examiner.<sup>1</sup>

**Payment will be made at the following rates. The investigator shall be paid at a rate of \$50.00 for a primary investigator 8-hour shift or \$30.00 for a back-up investigator 8-hour shift. Should either the primary and/or the back-up scene investigator receive a call during their shift they will receive \$100.00 per call instead of the \$50.00 or \$30.00 on-call shift pay.**

---

<sup>1</sup> The information above is intended to be sufficient to identify the many duties that are assigned to this position and should not be interpreted to describe all of the duties of the contracted death scene investigator and may need to be performed.

**EXHIBIT B**  
**Sole Proprietor Workers' Compensation Release Form**



**RISK MANAGEMENT DIVISION**  
1101 Beach Street, 3<sup>rd</sup> Floor Flint, Michigan 48502  
Phone: (810) 257-2628 Fax (810) 257-3502

**COUNTY OF GENESEE**  
**SOLE PROPRIETOR WORKERS' COMPENSATION RELEASE FORM**

I, Jonathan Rice, as an independent contractor performing work and/or services for the County of Genesee, acknowledge that I am a Sole Proprietor business and will not employ any person(s) in the work to be performed for the County of Genesee under this contract (\_\_\_\_\_).

I am familiar with the requirements of the Workers' Disability Compensation Act, and as a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers' Disability Compensation Act of the State of Michigan.

In consideration of being awarded this contract, I agree to indemnify any and all claims against the County and to hold harmless the County of Genesee from any and all injuries or illnesses that I may sustain during the course or as a result of this contract.

I hereby agree to notify the County of Genesee in writing prior to hiring any person(s), full time or part time, to assist in this contract and to secure workers' compensation insurance prior to any person beginning work or assisting in the performance or work under this contract or otherwise become subject to the Workers' Disability Compensation Act of Michigan.

Jonathan Rice  
Jonathan Rice (Jan 10, 2025 15:47 EST)

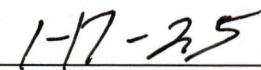
Signature (contractor)



Witness (other than relative)

10/01/2025

Date



Date

1/14/2016

**EXHIBIT C**  
**Release of Auto Liability & Auto Physical Damage Form**



**RISK MANAGEMENT DIVISION**  
1101 Beach Street, 3rd Floor Flint, Michigan 48502  
Phone: (810) 257-2628 Fax (810) 257-3502

**RELEASE OF AUTO LIABILITY & AUTO PHYSICAL DAMAGE**

As an independent contractor performing work and/or services for Genesee County, I understand that I am not an employee of the County and further understand that I assume all auto liability and physical damage for all vehicles used during the duration of the contract with Genesee County.

I, Jonathan Rice have also provided proof of auto liability and physical damage coverage to Genesee County Risk Management.

Dated this 10th day of January, 2025.

Signature Jonathan Rice  
Jonathan Rice (Jan 10, 2025 15:47 EST)

Witness W.R.

# SERVICES CONTRACT

Final Audit Report

2025-01-10

Created:	2025-01-10
By:	Kieth Rumbold (KRumbold@geneseecountymi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAokZD1NsKtXjNp-iMCo25AptENUAZHSZc

## "SERVICES CONTRACT" History

-  Document created by Kieth Rumbold (KRumbold@geneseecountymi.gov)  
2025-01-10 - 1:08:06 PM GMT
-  Document emailed to Jonathan Rice (jricegcme@gmail.com) for signature  
2025-01-10 - 1:08:12 PM GMT
-  Email viewed by Jonathan Rice (jricegcme@gmail.com)  
2025-01-10 - 1:20:57 PM GMT
-  Document e-signed by Jonathan Rice (jricegcme@gmail.com)  
Signature Date: 2025-01-10 - 8:47:41 PM GMT - Time Source: server
-  Agreement completed.  
2025-01-10 - 8:47:41 PM GMT



Adobe Acrobat Sign

Here is your **Insurance Card**

Automobile Insurance Policy

**NAMED INSURED:**

IN-MISA-IDCRD-11042024-12-AUT700455168

00888

5/8 : 5

LUENE RICE  
 JOHNATHON RICE  
 5925 MIDDLEBELT RD  
 WEST BLOOMFIELD, MI 48322-1815

Your policy number is **AUT700455168**Your policy term is **Dec 09 2024 to Jun 09 2025**

Two Certificates of Insurance are provided for each insured vehicle. The certificates attached below apply to the described insured vehicle for the policy term shown. Cards will be issued when your policy is renewed or when there is a change in vehicles. Please register your policy online at [www.aaa.com](http://www.aaa.com) where you will be able to obtain additional cards, information on current accounts or find out more about how we can help with all of your personal Insurance needs.

You should detach these certificates and keep them in your vehicle at all times. Failure to produce this proof of insurance upon the request of a police officer may result in a civil infraction and fine. The Secretary of State copy may also be presented as proof of insurance with your application for license plates, either by mail or at any Secretary of State branch office. For your protection, we do not print your address on the Certificates of Insurance.

**WHAT TO DO IN CASE OF AN ACCIDENT**

If you are in an accident, the first rule of thumb is to be as calm and polite as possible. Switch on your emergency flashers to warn other drivers. If you can, move your car off the road. Be sure to call the police if anyone is hurt or needs medical care. If the police are not able to come to the scene, go directly to the nearest station to report the accident.

Get all the facts. Exchange names, addresses, driver license numbers and insurance information with the other driver. Do not admit fault. Record license plate numbers, descriptions and directions of the vehicles involved. Get the names and addresses of any witnesses. Also make note of the location.

To report your claim, simply call 800-936-4066.

**Questions about your coverages and benefits?**

Please contact your Agent. Thank you for choosing  
 AAA - MemberSelect Insurance Company

Your agent is  
**Member Service Center**

800-222-6424

[MiMemberServiceCenter@acg.aaa.com](mailto:MiMemberServiceCenter@acg.aaa.com)

**MICHIGAN CERTIFICATE OF INSURANCE**

MEMBERSELECT INSURANCE COMPANY



## POLICY NUMBER

**AUT700455168**

## EFFECTIVE DATE

**Dec 09 2024**

## VEHICLE/VIN

**2009 FORD CROWN VICTORIA 4DR  
 2FAHP71V79X132470**

## NAMED INSURED(S)

**LUENE RICE  
 JOHNATHON RICE**

## ACTIVE DRIVER(S)

**Luene Rice, Jonathan Rice, and Johnathon Rice**

YOUR TOLL FREE NUMBER TO REPORT A CLAIM IS 800-222-6424

**MICHIGAN CERTIFICATE OF INSURANCE**

MEMBERSELECT INSURANCE COMPANY



## POLICY NUMBER

**AUT700455168**

## EFFECTIVE DATE

**Dec 09 2024**

## VEHICLE/VIN

**2009 FORD CROWN VICTORIA 4DR  
 2FAHP71V79X132470**

## NAMED INSURED(S)

**LUENE RICE  
 JOHNATHON RICE**

## ACTIVE DRIVER(S)

**Luene Rice, Jonathan Rice, and Johnathon Rice**

**In a crash call:  
 800-222-6424  
 from the  
 scene.**

YOUR TOLL FREE NUMBER TO REPORT A CLAIM IS 800-222-6424

## **MEDICAL EXAMINER INVESTIGATOR 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 Alexis Town \_\_\_\_\_, an individual, whose address is 11059 Bare Dr. Clio, MI, 48420 (the "Contractor") (the County and the Contractor together, the "Parties").

### **1. Term**

#### **1.1 Initial Term**

The initial term of this Contract commences on February 1, 2025 and shall be effective through September 30, 2025 (the "Initial Term").

#### **1.2 Extension Terms**

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

### **2. Scope of Work**

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

### **3. Compensation**

*Unit Rate.* The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$30,000.00. The Contractor must provide to the County invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

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

### **5. Contract Administrator**

The contract administrator for this Contract is **Keith R. Rumbold, Administrator Genesee County Medical Examiner's Office** (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 obtains 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 and Indemnification**

#### **14.1 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.

#### **14.2 Insurance and Waivers**

The contractor agrees to execute the "Sole Proprietor Workers' Compensation Release Form", attached as Exhibit B, and the "Release of

Auto Liability & Auto Physical Damage' form, attached as Exhibit C, and submit them to Katie Schoening, ARM. Genesee County Risk Manager, prior to beginning work under this 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 – Sole Proprietor Workers' Compensation Release Form

16.1.4. Exhibit C – Release of Auto Liability & Auto Physical Damage Form

### **16.2 No Assignment**

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

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

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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.

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In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such a 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.

Alexis Town \_\_\_\_\_

COUNTY OF GENESEE

By: Alexis Town  
Alexis Town (Jan 13, 2025 07:31 EST)

Date: 01/13/2025

By: \_\_\_\_\_  
Delrico Loyd, Chairperson  
Board of County Commissioners

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

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

**The Contracted Medical Examiner Investigator** conducts death investigations in cases of fatality where the death occurs outside of medical care, or the death is believed to be due to trauma. The medical examiner investigator will conduct death scene investigations, prepare detailed reports related to these investigations<sup>1</sup> and will interact with public safety entities, medical staff, family of the deceased to gather pertinent information regarding the circumstances surrounding the death. The death scene investigator will make death notifications to family members of the deceased; interviews witnesses and relatives of the deceased; and takes photographs of death scene, examines deceased for signs of injury or suspicious death. Communicates findings at death scene along with history and circumstances of death to the pathologist. The death scene investigator will also take photographs of the death scene and deceased along with completing electronic documentation in the time frame dictated by the Medical Examiner.<sup>1</sup>

**Payment will be made at the following rates. The investigator shall be paid at a rate of \$50.00 for a primary investigator 8-hour shift or \$30.00 for a back-up investigator 8-hour shift. Should either the primary and/or the back-up scene investigator receive a call during their shift they will receive \$100.00 per call instead of the \$50.00 or \$30.00 on-call shift pay.**

---

<sup>1</sup> The information above is intended to be sufficient to identify the many duties that are assigned to this position and should not be interpreted to describe all of the duties of the contracted death scene investigator and may need to be performed.

**EXHIBIT B**  
**Sole Proprietor Workers' Compensation Release Form**



**RISK MANAGEMENT DIVISION**  
1101 Beach Street, 3<sup>rd</sup> Floor Flint, Michigan 48502  
Phone: (810) 257-2628 Fax (810) 257-3502

**COUNTY OF GENESEE**  
**SOLE PROPRIETOR WORKERS' COMPENSATION RELEASE FORM**

I, Alexis Town, as an independent contractor performing work and/or services for the County of Genesee, acknowledge that I am a Sole Proprietor business and will not employ any person(s) in the work to be performed for the County of Genesee under this contract (\_\_\_\_\_).

I am familiar with the requirements of the Workers' Disability Compensation Act, and as a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers' Disability Compensation Act of the State of Michigan.

In consideration of being awarded this contract, I agree to indemnify any and all claims against the County and to hold harmless the County of Genesee from any and all injuries or illnesses that I may sustain during the course or as a result of this contract.

I hereby agree to notify the County of Genesee in writing prior to hiring any person(s), full time or part time, to assist in this contract and to secure workers' compensation insurance prior to any person beginning work or assisting in the performance or work under this contract or otherwise become subject to the Workers' Disability Compensation Act of Michigan.

Alexis Town

Alexis Town (Jan 13, 2025 07:31 EST)

Signature (contractor)

A handwritten signature of Alexis Town in black ink.

Witness (other than relative)

13/01/2025

Date

1-17-25

Date

1/14/2016

**EXHIBIT C**  
**Release of Auto Liability & Auto Physical Damage Form**



**RISK MANAGEMENT DIVISION**  
1101 Beach Street, 3rd Floor Flint, Michigan 48502  
Phone: (810) 257-2628 Fax (810) 257-3502

**RELEASE OF AUTO LIABILITY & AUTO PHYSICAL DAMAGE**

As an independent contractor performing work and/or services for Genesee County, I understand that I am not an employee of the County and further understand that I assume all auto liability and physical damage for all vehicles used during the duration of the contract with Genesee County.

I, Alexis Town have also provided proof of auto liability and physical damage coverage to Genesee County Risk Management.

Dated this 13 day of 01, 20 25.

Signature Alexis Town  
Alexis Town Jan 13, 2025 07:31 EST

Witness ✓

# SERVICES CONTRACT (Final)

Final Audit Report

2025-01-13

Created:	2025-01-09
By:	Kieth Rumbold (KRumbold@geneseecountymi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI2cMYc6liuEyQ5jmJ7FXeuO0zVHcAlv3

## "SERVICES CONTRACT (Final)" History

-  Document created by Kieth Rumbold (KRumbold@geneseecountymi.gov)  
2025-01-09 - 7:28:47 PM GMT
-  Document emailed to Alexis Town (lexitown2011@outlook.com) for signature  
2025-01-09 - 7:28:58 PM GMT
-  Email viewed by Alexis Town (lexitown2011@outlook.com)  
2025-01-11 - 8:00:46 PM GMT
-  Document e-signed by Alexis Town (lexitown2011@outlook.com)  
Signature Date: 2025-01-13 - 12:31:40 PM GMT - Time Source: server
-  Agreement completed.  
2025-01-13 - 12:31:40 PM GMT

**Auto-Owners Insurance Company**

**Lansing, I**

**CERTIFICATE OF NO-FAULT INSURANCE  
STATE OF MICHIGAN**

An authorized Michigan Insurer, certifies that it has issued a policy complying with the laws of this state for the described motor vehicle. The policy also conforms to meet the minimum liability limits required by any state or Canadian province in which the vehicle is operated.

**Named Insured BRADLEY ROBERTSON  
ALEXIS TOWN**

**Year/Make 2017 GMC TERRAIN**

**VIN 2GKALNEK3H6311478**

**Policy Number 43-614-322-01**

**Effective Date 12-04-2024      Expiration Date 06-04-2025**

**Agency BLACKMORE-ROWE INSURANCE**

**Agency Code 01-0370-00      Phone (810) 686-1800**

**WARNING: KEEP THIS CERTIFICATE IN YOUR VEHICLE AT ALL TIMES.**

If you fail to produce it upon a police officer's request, you will be responsible for a civil infraction.

**READ CAREFULLY- PENALTY FOR OPERATION WITHOUT INSURANCE**

Michigan Law (MCLA 500.3101) requires that the owner or registrant of a motor vehicle registered in this state must have insurance or other approved security for the payment of no-fault benefits on the vehicle at all times. An owner or registrant who drives or permits a vehicle to be driven upon a public highway without the proper insurance or other security is guilty of a misdemeanor. An owner or registrant convicted of such a misdemeanor shall be fined not less than \$200.00 nor more than \$500.00, or imprisoned for not more than 1 year, or both.

A person who supplies false information to the Secretary of State or who issues or uses an invalid certificate of insurance is guilty of a misdemeanor punishable by imprisonment for not more than 1 year, or a fine of not more than \$1,000.00, or both.

**THIS FORM DOES NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY  
AND MAY NOT BE USED TO MODIFY THE TERMS OR CONDITIONS OF THE  
POLICY. EXAMINE YOUR POLICY CAREFULLY.**

**Company Number: 18988**

**8941**

**116**



## **MEDICAL EXAMINER INVESTIGATOR 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 Karen Woerner 11361 Miller Rd., Swartz Creek, MI, an individual, whose address is 11361 Miller Rd., Swartz Creek, MI, (the "Contractor") (the County and the Contractor together, the "Parties").

### **1. Term**

#### **1.1 Initial Term**

The initial term of this Contract commences on February 1, 2025 and shall be effective through September 30, 2025 (the "Initial Term").

#### **1.2 Extension Terms**

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

### **2. Scope of Work**

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

### **3. Compensation**

*Unit Rate.* The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$30,000.00. The Contractor must provide to the County invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

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

### **5. Contract Administrator**

The contract administrator for this Contract is **Keith R. Rumbold, Administrator Genesee County Medical Examiner's Office** (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 obtains 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 and Indemnification**

#### **14.1 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.

#### **14.2 Insurance and Waivers**

The contractor agrees to execute the "Sole Proprietor Workers' Compensation Release Form", attached as Exhibit B, and the "Release of

Auto Liability & Auto Physical Damage' form, attached as Exhibit C, and submit them to Katie Schoening, ARM. Genesee County Risk Manager, prior to beginning work under this 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 – Sole Proprietor Workers' Compensation Release Form

16.1.4. Exhibit C – Release of Auto Liability & Auto Physical Damage Form

### **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 a 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.

Karen Woerner

COUNTY OF GENESEE

By: Karen Woerner

Karen Woerner (Jan 13, 2025 11:47 EST)

Karen Woerner

Date: 1-13-2025

By: \_\_\_\_\_

Delrico Loyd, Chairperson  
Board of County Commissioners

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

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

The Contracted Medical Examiner Investigator conducts death investigations in cases of fatality where the death occurs outside of medical care, or the death is believed to be due to trauma. The medical examiner investigator will conduct death scene investigations, prepare detailed reports related to these investigations<sup>1</sup> and will interact with public safety entities, medical staff, family of the deceased to gather pertinent information regarding the circumstances surrounding the death. The death scene investigator will make death notifications to family members of the deceased; interviews witnesses and relatives of the deceased; and takes photographs of death scene, examines deceased for signs of injury or suspicious death. Communicates findings at death scene along with history and circumstances of death to the pathologist. The death scene investigator will also take photographs of the death scene and deceased along with completing electronic documentation in the time frame dictated by the Medical Examiner.<sup>1</sup>

**Payment will be made at the following rates. The investigator shall be paid at a rate of \$50.00 for a primary investigator 8-hour shift or \$30.00 for a back-up investigator 8-hour shift. Should either the primary and/or the back-up scene investigator receive a call during their shift they will receive \$100.00 per call instead of the \$50.00 or \$30.00 on-call shift pay.**

---

<sup>1</sup> The information above is intended to be sufficient to identify the many duties that are assigned to this position and should not be interpreted to describe all of the duties of the contracted death scene investigator and may need to be performed.

**EXHIBIT B**  
**Sole Proprietor Workers' Compensation Release Form**



**RISK MANAGEMENT DIVISION**  
1101 Beach Street, 3<sup>rd</sup> Floor Flint, Michigan 48502  
Phone: (810) 257-2628 Fax (810) 257-3502

**COUNTY OF GENESEE**  
**SOLE PROPRIETOR WORKERS' COMPENSATION RELEASE FORM**

I, Karen Woerner, as an independent contractor performing work and/or services for the County of Genesee, acknowledge that I am a Sole Proprietor business and will not employ any person(s) in the work to be performed for the County of Genesee under this contract (\_\_\_\_\_).

I am familiar with the requirements of the Workers' Disability Compensation Act, and as a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers' Disability Compensation Act of the State of Michigan.

In consideration of being awarded this contract, I agree to indemnify any and all claims against the County and to hold harmless the County of Genesee from any and all injuries or illnesses that I may sustain during the course or as a result of this contract.

I hereby agree to notify the County of Genesee in writing prior to hiring any person(s), full time or part time, to assist in this contract and to secure workers' compensation insurance prior to any person beginning work or assisting in the performance or work under this contract or otherwise become subject to the Workers' Disability Compensation Act of Michigan.

Karen Woerner  
Karen Woerner (Jan 13, 2025 11:47 EST)

Signature (contractor)

  
\_\_\_\_\_  
Witness (other than relative)

13/01/2025

\_\_\_\_\_  
Date

1-17-25

\_\_\_\_\_  
Date

1/14/2016

**EXHIBIT C**  
**Release of Auto Liability & Auto Physical Damage Form**



**RISK MANAGEMENT DIVISION**  
1101 Beach Street, 3rd Floor Flint, Michigan 48502  
Phone: (810) 257-2628 Fax (810) 257-3502

**RELEASE OF AUTO LIABILITY & AUTO PHYSICAL DAMAGE**

As an independent contractor performing work and/or services for Genesee County, I understand that I am not an employee of the County and further understand that I assume all auto liability and physical damage for all vehicles used during the duration of the contract with Genesee County.

I, Karen Woerner have also provided proof of auto liability and physical damage coverage to Genesee County Risk Management.

Dated this 13 day of January, 2025.

Signature Karen Woerner  
Karen Woerner (Jan 13, 2025 11:47 EST)

Witness WDR

# SERVICES CONTRACT

Final Audit Report

2025-01-13

Created:	2025-01-09
By:	Kieth Rumbold (KRumbold@geneseecountymi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAReXaAl9calmEO7pJJuGg_ylebTxxvUB

## "SERVICES CONTRACT" History

-  Document created by Kieth Rumbold (KRumbold@geneseecountymi.gov)  
2025-01-09 - 7:41:15 PM GMT
-  Document emailed to Karen Woerner (keltic@lentel.com) for signature  
2025-01-09 - 7:41:22 PM GMT
-  Email viewed by Karen Woerner (keltic@lentel.com)  
2025-01-12 - 3:00:17 PM GMT
-  Email viewed by Karen Woerner (keltic@lentel.com)  
2025-01-13 - 3:26:07 PM GMT
-  Document e-signed by Karen Woerner (keltic@lentel.com)  
Signature Date: 2025-01-13 - 4:47:29 PM GMT - Time Source: server
-  Agreement completed.  
2025-01-13 - 4:47:29 PM GMT



Adobe Acrobat Sign



## Michigan Auto Insurance Identification Card

NAIC: 10395



### Policy Information

Insured Name	Insured Address	Policy Number	Effective Date	Expiration Date
<b>ERIC WOERNER, KAREN WOERNER</b>	<b>11361 MILLER RD SWARTZ CREEK MI 48473</b>	<b>A6H D654258 06</b>	<b>08/01/2024</b>	<b>08/01/2025</b>



### Agency Information

Agency Name  
**HALLMARK AGENCY, INC.**



Vehicle VIN	Vehicle Make	Vehicle Model	Vehicle Year
<b>JM3KFBCM7N1573827</b>	<b>MAZD</b>	<b>CX-5</b>	<b>2022</b>

## **MEDICAL EXAMINER INVESTIGATOR 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 Tarah Zapata, an individual, whose address is 5903 Maplebrook Ln Flint 48507 (the "Contractor") (the County and the Contractor together, the "Parties").

### **1. Term**

#### **1.1 Initial Term**

The initial term of this Contract commences on February 1, 2025 and shall be effective through September 30, 2025 (the "Initial Term").

#### **1.2 Extension Terms**

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

### **2. Scope of Work**

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

### **3. Compensation**

*Unit Rate.* The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$30,000.00. The Contractor must provide to the County invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

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

### **5. Contract Administrator**

The contract administrator for this Contract is **Keith R. Rumbold, Administrator Genesee County Medical Examiner's Office** (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.

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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 obtains 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 and Indemnification**

#### **14.1 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.

#### **14.2 Insurance and Waivers**

The contractor agrees to execute the "Sole Proprietor Workers' Compensation Release Form", attached as Exhibit B, and the "Release of

Auto Liability & Auto Physical Damage' form, attached as Exhibit C, and submit them to Katie Schoening, ARM. Genesee County Risk Manager, prior to beginning work under this 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 – Sole Proprietor Workers' Compensation Release Form

16.1.4. Exhibit C – Release of Auto Liability & Auto Physical Damage Form

### **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 a decision shall have no effect on the remaining provisions of this Contract.

## 16.9 Interpretation

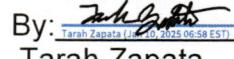
Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form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

Tarah Zapata

By:   
Tarah Zapata

Date: 1/10/2025

COUNTY OF GENESEE

By: \_\_\_\_\_  
Delrico Loyd, Chairperson  
Board of County Commissioners

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

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

**The Contracted Medical Examiner Investigator** conducts death investigations in cases of fatality where the death occurs outside of medical care, or the death is believed to be due to trauma. The medical examiner investigator will conduct death scene investigations, prepare detailed reports related to these investigations<sup>1</sup> and will interact with public safety entities, medical staff, family of the deceased to gather pertinent information regarding the circumstances surrounding the death. The death scene investigator will make death notifications to family members of the deceased; interviews witnesses and relatives of the deceased; and takes photographs of death scene, examines deceased for signs of injury or suspicious death. Communicates findings at death scene along with history and circumstances of death to the pathologist. The death scene investigator will also take photographs of the death scene and deceased along with completing electronic documentation in the time frame dictated by the Medical Examiner.<sup>1</sup>

**Payment will be made at the following rates. The investigator shall be paid at a rate of \$50.00 for a primary investigator 8-hour shift or \$30.00 for a back-up investigator 8-hour shift. Should either the primary and/or the back-up scene investigator receive a call during their shift they will receive \$100.00 per call instead of the \$50.00 or \$30.00 on-call shift pay.**

---

<sup>1</sup> The information above is intended to be sufficient to identify the many duties that are assigned to this position and should not be interpreted to describe all of the duties of the contracted death scene investigator and may need to be performed.

**EXHIBIT B**  
**Sole Proprietor Workers' Compensation Release Form**



**RISK MANAGEMENT DIVISION**  
1101 Beach Street, 3<sup>rd</sup> Floor Flint, Michigan 48502  
Phone: (810) 257-2628 Fax (810) 257-3502

**COUNTY OF GENESEE**  
**SOLE PROPRIETOR WORKERS' COMPENSATION RELEASE FORM**

I, Tarah Zapata, as an independent contractor performing work and/or services for the County of Genesee, acknowledge that I am a Sole Proprietor business and will not employ any person(s) in the work to be performed for the County of Genesee under this contract (\_\_\_\_\_).

I am familiar with the requirements of the Workers' Disability Compensation Act, and as a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers' Disability Compensation Act of the State of Michigan.

In consideration of being awarded this contract, I agree to indemnify any and all claims against the County and to hold harmless the County of Genesee from any and all injuries or illnesses that I may sustain during the course or as a result of this contract.

I hereby agree to notify the County of Genesee in writing prior to hiring any person(s), full time or part time, to assist in this contract and to secure workers' compensation insurance prior to any person beginning work or assisting in the performance or work under this contract or otherwise become subject to the Workers' Disability Compensation Act of Michigan.

  
\_\_\_\_\_  
Tarah Zapata (Jan 10, 2025 06:58 EST)

Signature (contractor)

  
\_\_\_\_\_  
Witness (other than relative)

10/01/2025

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

1/14/2016

**EXHIBIT C**  
**Release of Auto Liability & Auto Physical Damage Form**



**RISK MANAGEMENT DIVISION**  
1101 Beach Street, 3rd Floor Flint, Michigan 48502  
Phone: (810) 257-2628 Fax (810) 257-3502

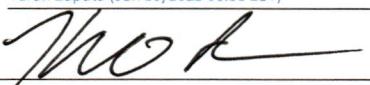
**RELEASE OF AUTO LIABILITY & AUTO PHYSICAL DAMAGE**

As an independent contractor performing work and/or services for Genesee County, I understand that I am not an employee of the County and further understand that I assume all auto liability and physical damage for all vehicles used during the duration of the contract with Genesee County.

I, Tarah Zapata have also provided proof of auto liability and physical damage coverage to Genesee County Risk Management.

Dated this 10 day of January, 20 25.

Signature  Tarah Zapata (Jan 10, 2025 06:58 EST)

Witness 

# SERVICES CONTRACT

Final Audit Report

2025-01-10

Created:	2025-01-09
By:	Kieth Rumbold (KRumbold@geneseecountymi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZgofmrQnHvfYM2cLbiVbajuGHAjmfpWj

## "SERVICES CONTRACT" History

-  Document created by Kieth Rumbold (KRumbold@geneseecountymi.gov)  
2025-01-09 - 7:46:24 PM GMT
-  Document emailed to Tarah Zapata (tarahzapata@icloud.com) for signature  
2025-01-09 - 7:46:34 PM GMT
-  Email viewed by Tarah Zapata (tarahzapata@icloud.com)  
2025-01-09 - 8:07:05 PM GMT
-  Document e-signed by Tarah Zapata (tarahzapata@icloud.com)  
Signature Date: 2025-01-10 - 11:58:48 AM GMT - Time Source: server
-  Agreement completed.  
2025-01-10 - 11:58:48 AM GMT



Adobe Acrobat Sign

## CERTIFICATE OF NO-FAULT INSURANCE - Michigan

**Policy Number:** 951500055

**NAIC Number:** 37605

**Effective Date:** 08/13/2024

**Expiration Date:** 02/13/2025

**Insurer:** Progressive Marathon Insurance Co 1-800-776-4737

PO Box 31260 Tampa, FL 33631

**Named Insured(s):**

Simone Zapata-williams

Tarah J Zapata

**Year** Make  
2012 Chevrolet

**Model**  
Malibu

**VIN**  
1G1ZC5605C0000000



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

File #: RES-2025-0080

Agenda Date: 2/5/2025

Agenda #: 3.

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

**From:** Michelle Estell, RS, MA, Health Officer

**RE:** Approval of an agreement with the Regents of the University of Michigan (UM-Flint), in an amount not to exceed \$27,980.00, to provide data collection, analysis, and reporting services in support of the Genesee County Health Department's strategic plan development

### **BOARD ACTION REQUESTED:**

Requesting approval of an agreement with the Regents of the University of Michigan (UM-Flint), to provide data collection, analysis, and reporting services in support of the Genesee County Health Department's strategic plan development.

### **BACKGROUND:**

The Genesee County Health Department is undertaking a strategic planning process to guide its operations and priorities in alignment with community health needs. To support this effort, the University of Michigan-Flint (UM-Flint) has proposed a partnership to facilitate stakeholder engagement, data collection, and analysis using a mixed-method approach. This partnership will leverage UM-Flint's expertise in qualitative and quantitative research, while ensuring ethical oversight through Institutional Review Board (IRB) approval. GCHD will oversee logistics, participant incentives, and the selection of employees to participate in professional development opportunities as part of the project.

### **DISCUSSION:**

Approval of this contract will enable GCHD to access UM-Flint's research expertise and resources, strengthening the department's strategic planning process. The proposed objectives include fostering stakeholder engagement through surveys and focus groups, analyzing diverse community perspectives, and providing professional development opportunities for GCHD staff and UM-Flint students. By collaborating with UM-Flint, GCHD will gain valuable insights to inform its strategic priorities, enhance its capacity for data-driven decision-making, and build relationships with academic partners. **No additional county appropriation is needed.**

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

There are no expected impact on Human Resources.

### **IMPACT ON BUDGET:**

Costs for this contract will be available via attached budget amendment from the account 2210-602.07-801.000 and are not to exceed \$27,980.00. **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 communicate with Dr. Amini's team.

**CONFORMITY TO COUNTY PRIORITIES:**

Healthy, Livable & Safe Communities: By engaging stakeholders and analyzing diverse perspectives, the project will identify community health needs and priorities, enabling GCHD to implement strategies that promote health equity and improve the quality of life for all residents. The mixed-methods approach ensures comprehensive data to support targeted interventions that foster a healthier and safer community.

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 an agreement between Genesee County and the Regents of the University of Michigan, whereby UM-Flint will provide services related to the Health Department's strategic plan development, for the period commencing December 1, 2024, through May 31, 2025, at a cost not to exceed \$27,980.00 to be paid from account 2210-602.07-801.000, 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 February 5, 2025 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.

# 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**

If a federal program provides funding to modify public buildings for handicapped accessibility and the recipient provides funds to an entity to update the entity's building, per the terms of the award, then a subrecipient relationship exists.

Conversely, if the recipient hires an entity to update their own building to be handicapped accessible, then a contractor relationship exists.

## 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  
— 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.

## 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 the **Regents of the University of Michigan**, a non-profit, educational institution of the **State of Michigan**, with a principal place of business is located at **303 E. Kearsley St. Flint, MI 48502** (the “Contractor”) (the County and the Contractor together, the “Parties”).

### 1. Term

#### 1.1 Initial Term

The initial term of this Contract commences on **December 1, 2024**, and shall be effective through **May 31, 2025** (the “Initial Term”).

#### 1.2 Extension Terms

The Contractor and County may extend this Contract pursuant to written amendment(s) to this Contract executed by authorized representatives of the Parties for up to three (3) additional one year terms (the “Extension Terms”).

### 2. Scope of Work

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

### 3. Compensation

*Budget Reimbursement.* The County will reimburse the Contractor for expenses incurred by the Contractor in the performance of this Contract in accordance with Exhibit B. The total amount paid to the Contractor under this Contract shall not exceed \$27,980. 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, except as provided in Section 3.1, 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 its usual and customary format, along with copies of any requested 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 **Bradlee Snyder, Deputy Health Officer** (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. **Representations**

The Contractor represents 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, which are provided to Contractor and attached to 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.

To the extent permitted under Michigan law, 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, proximately resulting from the Contractor's breach of these representations.

## **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 for a period not to exceed thirty (30) days. 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. In the event of the suspension continues in excess of thirty (30) days, Contractor may terminate this Agreement upon written notice to Contract Administrator

### **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.

### **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.

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

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 at least thirty (30) days prior written notice specifying the date of termination.

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

## **9. Equipment Purchased with County Funds**

9.1 The Contractor shall not purchase Equipment for the performance of this contract using funds provided by the County .

## **10. Nondiscrimination**

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

## **11. Freedom of Information Act**

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

## **12. Intellectual Property**

Any intellectual property created solely by the Contractor in the performance of the Services shall be owned by Contractor, and any intellectual property created jointly by employees of the Contractor and the County, shall be owned jointly, and any and all rights in such jointly owned intellectual property shall be able to be used by either party without an accounting owed to the other party. The Contractor hereby grants a non-exclusive, royalty-free, non-sublicensable license to use intellectual property solely owned by Contractor for internal research and development purposes.

## **13. Audit Rights**

### **13.1 Certification of Accurate Information**

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

### **13.2 Inspection**

The Contractor agrees that the County may inspect the Contractor's facilities, 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 facilities, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

### **13.3 Audit**

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

### **13.4 Records Retention**

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

## **14. Identity Theft Prevention**

- 14.1 In the event that the Contractor and County will obtain identifying information during the performance of the Services, the Contractor and County will 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 through Contractor's program of self-insurance. *In addition, pursuant to a written amendment signed by authorized representatives of each Party, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services upon request 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. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County, to the extent allowable under Michigan law.

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

**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.

Contractor shall notify the County of any cancellation or reduction in coverage within seven (7) days of such event. The Contractor shall forthwith obtain and submit proof of continued insurance consistent with the coverage(s) set forth in this provision to the County Risk Manager within five (5) business days in the event of reduction, 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

## 15.2 Indemnification

To the extent permitted under Michigan law, 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, proximately resulting from the Contractor's negligent acts or omissions in the 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, including its agents and employees, is an independent contractor and such persons 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

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 the Michigan Court of Claims.

#### 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 acknowledges the applicability of this statute 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.

THE REGENTS OF  
THE UNIVERSITY OF MICHIGAN

By: \_\_\_\_\_  
Patrick Woods, J.D.  
Senior Contract Officer

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

COUNTY OF GENESEE

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

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

## **EXHIBIT A**

### **Description of the Services**

#### **Overview**

This proposal outlines a strategic approach to supporting the Genesee County Health Department (GCHD) in its stakeholder engagement process for strategic planning. We will use mixed-method data collection, qualitative and quantitative analysis, and reporting. The GCHD will manage the logistics and participant incentives, while there is a possibility that my team's efforts, including student involvement, will be partially supported by an internal grant. We will also apply for IRB approval to ensure the ethical collection and handling of all data involved in the project.

#### **Project Objectives**

1. Stakeholder Engagement: Conduct structured focus group discussions and surveys to gather diverse perspectives on GCHD's role, mission, and community health priorities.
2. Data Collection and Analysis: Implement a mixed-methods approach, integrating qualitative and quantitative data for a thorough analysis of community needs.
3. GCHD Professional Development: If approved by the GCHD, we will provide practical, hands-on learning for a few GCHD employees in the areas of qualitative and quantitative research. GCHD will determine which employees to involve based on their interests and strategic needs.
4. Student Training and Involvement: Provide students with practical, hands-on learning qualitative and quantitative research, including data collection, transcription, and analysis.
5. Collaboration: Ensure seamless collaboration with Michigan State University and other partners in the process, though the exact nature of MSU's role is yet to be determined.

#### **Methodology**

##### **1. Focus Group Structure:**

- Number of Groups: Approximately 10 focus groups will be conducted. Each group will consist of 10–12 participants, segmented by stakeholder type (e.g., healthcare providers, faith-based organizations, community members).
- Stakeholder Representation: Focus groups will reflect the key sectors of the community, especially residents, ensuring a wide range of perspectives for GCHD's strategic planning.
- Time Commitment: Each focus group session will last 60–90 minutes. My participation will be limited to a select number of groups, and Michigan State University will manage others.
- Facilitation and Recording: The discussions will be audio-recorded for transcription and later analysis. Two students will assist in facilitating discussions and taking detailed notes during the sessions.

## 2. Data Collection:

- Qualitative Data: Focus group discussions will be guided by a thematic framework focusing on health behavior, gaps in healthcare, and access to services (based on the themes provided by GCHD). Thematic questions will probe participants' experiences with GCHD and their perceptions of community health needs. For a comprehensive strategic planning process like this, I recommend that each focus group have 2-3 sessions. Here's the rationale:
  - First Session: Introduction and initial exploration of key themes. This session would focus on introducing participants to the topics, gathering first impressions, and starting a conversation on GCHD's role and community health priorities. Participants might need time to reflect on these topics, which makes follow-up sessions valuable.
  - Second Session: Deeper exploration and validation. In this session, we will go deeper into the themes discussed in the first session, seeking clarification, elaboration, and validation of emerging themes. By now, participants are more familiar with the discussion and may provide more detailed and reflective insights.
  - Third Session (Optional): If further clarification is needed or if any follow-up on action steps is required, a third session could focus on finalizing ideas and suggestions. It would serve as a concluding session to wrap up key insights and identify the next steps. By holding 2-3 sessions, we allow time for reflection and deeper discussion and then gather richer data to inform GCHD's strategic planning. However, this number can be adjusted based on time availability and participant willingness. For a more streamlined process, 2 sessions per group might suffice.
- Quantitative Data: Surveys will be administered before and after each session to capture baseline attitudes and any shifts in perception. Surveys will include Likert-scale and multiple-choice questions to quantify community concerns and priorities.
- Student Role: Two students will assist with survey administration, data entry, transcription, and initial analysis.

## 3. Proposed Survey Structure:

### Pre-Focus Group Survey:

- How would you rate the overall health of your community? (Likert scale: 1-5)
- What are the top three health concerns in your community? (Multiple choice with "other" option)
- How would you rate your access to healthcare services? (Likert scale: 1-5)
- What are the primary barriers to accessing healthcare services? (Multiple choice)

### Post-Focus Group Survey:

- How has your perception of the health department's role changed after the discussion? (Likert scale: 1-5)

- What are the most important actions GCHD should prioritize? (Open-ended)
- What resources or services do you think would most improve health in the community? (Multiple choice)

#### 4. Data Analysis:

- Qualitative Analysis: Using NVivo or AI-powered tools (pending policy clarification), the transcriptions will be coded thematically. This analysis will focus on identifying recurring themes such as gaps in public health services, barriers to care, and community expectations for GCHD's role.
- Quantitative Analysis: Survey data will be analyzed using Stata to identify trends in community concerns. Descriptive statistics, crosstabulation, and frequency distributions will help quantify key priorities and understand the correlation between stakeholder data and their responses.
- Mixed-Methods Integration: The insights from the qualitative focus group discussions and quantitative survey data will be integrated to provide a comprehensive understanding of community health needs and expectations for GCHD.

#### 5. Deliverables:

- Interim Reports: Preliminary reports will be submitted after each stage of the process (data collection, analysis, interpretation) to provide GCHD with real-time feedback on emerging themes.
- Final Report: A comprehensive report will be delivered in May 2025, summarizing both qualitative and quantitative findings and offering actionable recommendations for GCHD's strategic planning.
- Presentation: I will present the final findings to GCHD leadership and stakeholders in 2025.

### **IRB Application**

Before initiating data collection, we will submit an Institutional Review Board (IRB) application to ensure that our methodology complies with ethical standards, especially concerning participant privacy, informed consent, and data protection and confidentiality. The IRB application will include details on the data collection process, focus group participation, and survey protocols.

### **Data Security and Confidentiality**

Ensuring data security and confidentiality is a key priority for this project. We will implement several measures to protect the data collected throughout the process, from FGD to surveys, in compliance with the GCHD policies and IRB guidelines. These measures include:

- Data Storage: All qualitative and quantitative data will be securely stored in password-protected encrypted cloud storage, accessible only to authorized personnel (research team members and GHCD leadership). Audio recordings from FGD will be uploaded to the secure cloud immediately following each

session and deleted from the recording devices to prevent unauthorized access. Survey responses will be stored digitally in encrypted formats.

- Data Anonymization: Personal identifiers from FGD participants will be removed from the data during the transcription process to ensure anonymity. Any potentially identifiable information will be anonymized before analysis and reporting. Coded identifiers will be used where necessary to connect responses to demographics and other data without revealing participants' identities. Demographic data collected will only be used in aggregate form to support analysis.
- Access Control: Only authorized members of the research team (myself, students, designated GCHD employees) will have access to the raw data. Access will be limited to individuals who need it for specific research tasks, pending GCHD approval, during and after the project.
- Data Retention: All data will be retained in secure storage for the duration of the project and any required period of record retention per GCHD and IRB guidelines.
- IRB Oversight: Data collection methods and security protocols will be reviewed and approved by the IRB. The IRB application will detail how participant privacy, informed consent, and data security will be managed throughout the project. Any adjustments to the data handling procedure will be reviewed by the IRB, ensuring continuous compliance with ethical standards.

### **Timeline (Tentative-Updated)**

- January 2025-February: Finalize focus group logistics, schedule, and train students in data collection methods.
- February 2025 – March 2025: Conduct focus group discussions, administer surveys, and begin transcription and analysis.
- March 2025 – April 2025: Submit interim reports with preliminary findings from the data collection phase.
- April 2025: Finalize the data analysis, submit the final report, and present findings to GCHD.

### **GHCD employee and Student Engagement and Training**

The two students and GHCD employees involved in this project will receive informal training on:

- Focus group facilitation and note-taking.
- Administering and analyzing surveys.
- Transcription and thematic coding of qualitative data.
- Using Stata for quantitative data analysis.

This project will provide GCHD employees and students with real-world experience in public health research, strengthening their analytical and communication skills.

## **Resources and Technology**

- Software: I will use Stata for quantitative analysis and NVivo for qualitative coding, which is pending license purchase.
- Technology: Audio recording devices for transcription, secure cloud storage for data, and transcription services if needed.
- AI Consideration: The use of AI for qualitative analysis will be contingent on GCHD's policies regarding data privacy and security.

## **GCHD's Role:**

- GCHD will manage the logistics of the focus groups, including participant scheduling and venue arrangements.
- GCHD will provide incentives for participants.

EXHIBIT B  
Contractor's Projected Budget  
[December 1, 2024] to [May 31, 2025]

**See attached budget**

DESCRIPTION: UM FLINT AGREEMENT

GL #	DESCRIPTION	Increase/(Decrease)
2210-602.07-763.000	ALLOCATING FOR UM FLINT AGREEMENT	(27,980.00)
2210-602.07-801.000	ALLOCATING FOR UM FLINT AGREEMENT	27,980.00



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

**File #:** RES-2025-0086

**Agenda Date:** 2/5/2025

**Agenda #:** 4.

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

**From:** Derrick Britton, Director of Veterans Services

**RE:** Approval of 2025 Genesee County Veteran Organization Relief Program

### **BOARD ACTION REQUESTED:**

Approval of 2025 Genesee County Veteran Organization Relief Program

### **BACKGROUND:**

In 2024, the BOC approved RES-2024-597 for the Veterans Microgrant Program. The current request is the same program, renamed Veteran Organization Relief Program.

### **DISCUSSION:**

Contracting with veteran serving organizations in the county has proven to be successful. Many of the organizations such as VFWs and American Legions have struggled with membership, building repairs, and maintaining their historical prominence. While not a significant amount, providing relief of \$10,000 per organization helps organizations to continue their mission of serving veterans. Veteran Organizations also refer veterans to our office for services.

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

None.

### **IMPACT ON BUDGET:**

After reviewing the fund balance as of 9/30/24, the budgeted use of fund balance of \$171,469 in the fiscal year 2025 budget, the balance is still over \$1,000,000. We are requesting approval of \$150,000 for this program. A budget amendment is attached.

### **IMPACT ON FACILITIES:**

None.

### **IMPACT ON TECHNOLOGY:**

None.

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

While the Department of Veterans Services has a vision to be recognized as the leader for serving Veterans in Genesee County, there are many organizations who have the same goal of serving Veterans. Providing relief to these organizations recognizes their contributions, and helps establish

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an inclusive, collaborative culture. We strive to enhance relationships that contribute to the growth of our communities.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Veterans Services Director to authorize the 2025 Genesee County Veteran Organization Relief Program, whereby eligible Genesee County organizations whose primary purpose is serving Genesee County veterans can apply for funding to provide services to county veterans, in an amount not to exceed \$10,000.00 per organization, and in a total amount not to exceed \$150,000.00 for the program, to be paid from account 2930-689.00-900.005, for the fiscal year 2024-2025, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the February 5, 2025 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.



## **2025 Genesee County Veteran Organization Relief Program Application Instructions and Guidance**

### **Program Overview**

This program will be available to non-profit 501(c)(19)/501(c)(3) organizations to enhance existing activities/programming that address the needs of Genesee County veterans and/or recognize the service of our local veterans.

### **Eligible Applicants**

Any non-profit organization with an IRS 501(c)(19)/501(c)(3) designation that CURRENTLY offers specific programs to and for the benefit of veterans of the United States Armed Forces in Genesee County. Priority will be given to entities that do not already contract with Genesee County to provide services to veterans and those who did not previously apply.

### **Funding**

Funding of up to \$10k will be awarded on a first-come, first-served approved application basis until all funding has been allocated. Applicants will be notified if their request has been approved or denied within 60 days of receipt of their application. The award is up to \$10k, which will be awarded on a reimbursement basis. Before providing funding, organizations must submit an approved invoice of at least \$2,500 for reimbursement. The term will be for one year from the award date.

### **Compliance**

Compliance with Genesee County's Purchasing Policy is required. Please review before submitting your application to ensure the proposed activity can meet the requirements.

#### **Examples of possible funding awards include:**

- Enhancement/expansion of a program/service currently offered to veterans;
- New programming for veterans provided by an agency that already provides services to veterans;
- Purchase plaques, banners, or monuments to honor veterans;
- Expenses associated with an event to honor veterans; and
- General capital infrastructure to facilities, including physical structures (roof, windows, doors, etc.) HVAC, plumbing, electrical, security, furniture, fixtures, and equipment. The structure's primary purpose must be for veterans' services.

## **Ineligible Expenses**

- Services provided to veterans by an agency that currently does not serve veterans;
- Ongoing/operating expenses;
- Ongoing Programming;
- Restoring Fund Balance/Reserve Accounts;
- Vehicles or maintenance of vehicles; and
- Services currently provided by Genesee County.

## **Other Information**

- Applications will be accepted from February 18, 2025, through March 14, 2025.
- Only one application per organization will be accepted.
- An organization's application should be submitted by the Post Commander, Board Chair, Executive Director (ED), Chief Executive/Elected Officer (CEO), or an individual authorized to submit on behalf of the ED/CEO. Do not apply unless you have received authorization from the ED/CEO.
- Insurance requirements per Risk Management. All organizations receiving funds from Genesee County must ensure they have adequate insurance for the activities they provide as outlined in the MOU.
- Organizations will have 12 months to expend all awarded funds after contract execution.
- Invoices/receipts must be obtained for all expenses. Expenses without appropriate invoices/receipts may be subject to recapture.
- Invoices/receipts for expenses must be submitted for reimbursement within two months of expenditure.
- The department will not reimburse for any sales tax incurred by a tax-exempt organization, except when the exempt status is not recognized out-of-state.
- RECAPTURE: Outstanding funds will be recaptured.
- Pictures of what was purchased and/or an event/program in action are required and must be shared with Genesee County Department of Veterans Services.
- Genesee County Department of Veterans Services staff cannot assist in developing your program design or in drafting your application.

## **Application Review**

All applications will be reviewed for eligibility by the Genesee County Department of Veterans Services with notification if their request has been approved or denied within 60 days of receipt application.

For more information, contact:  
Genesee County Department of Veterans Services  
1101 Beach St., 2<sup>nd</sup> Floor  
Flint, MI 48502  
Email: [v@geneseecountymi.gov](mailto:v@geneseecountymi.gov)  
Website: [https://www.geneseecountymi.gov/departments/veterans\\_services/index.php](https://www.geneseecountymi.gov/departments/veterans_services/index.php)



## 2025 Genesee County Veteran Organization Relief Program

### Applicant Information:

<b>Name/Organization:</b>	Click or tap here to enter text.
<b>Contact Email:</b>	Click or tap here to enter text.
<b>Phone Number:</b>	Click or tap here to enter text.
<b>Address:</b>	Click or tap here to enter text.
<b>Tax ID Number</b>	Click or tap here to enter text.
<b>Website:</b>	Click or tap here to enter text.

### Brief Biography/Organization Overview (max 200 words):

Click or tap here to enter text.

**Project Information (100-point scoring system):**

<b>Project Title:</b>	Click or tap here to enter text.
<b>Project Start/End Dates:</b>	Click or tap here to enter text.
<b>Project Summary:</b> Briefly describe the program for which you are requesting funding and how the program activities incorporate Genesee County Department of Veterans Services' mission to "Strengthen the lives of Genesee County Veterans and their families through compassionate service, supportive resources, and professional advocacy. Please provide sufficient detail of the program and proposed use of funding. Include years of service, type of service(s) provided, targeted population, the history of service provided to the veteran community, qualifications of agency staff and location of services. Provide a summary of your proposal, explaining which allowable activities you are requesting funding for and how you propose to use funding to carry out the eligible activity. How would these funds assist your organization in meeting its goals and objectives? Please include any innovative program services that should be considered in review of this proposal. <i>(20 points – rated on ability to address the needs of Genesee County veterans)</i> Click or tap here to enter text.	

**Capacity and Experience:** Outline the capacity and experience of your agency and staff. Describe your administrative capability to manage funding and comply with all the federal and state requirements. What programs has your organization managed in the past? Have you been audited or monitored by any funding provider in the last two years? If so, when, by whom, and are there any unresolved findings?

*(20 points – rated on relevant experience with funds serving the Genesee County veteran population)*

Click or tap here to enter text.

**Partnerships/Collaborations:** Describe what partnerships, collaborations, and/or coordination with other agencies will occur and the benefit of such linkages. Please discuss the need for the activity for which your organization is seeking funding, in relation to other agencies.

*(10 points – rated on level of partnership with other Genesee County agencies for veteran services)*

Click or tap here to enter text.

**Veteran Impact:** Please describe the impact that will result from your activity being funded. Identify the number of veterans served under this program and the anticipated number to be served if this program is funded. Include results of those services. *(10 points – rated on effect for veterans)*

Click or tap here to enter text.

**Measuring Success:** How does your agency track and measure the success of your veteran assistance programs? How is this communicated? *(10 points - rated on ability to measure success)*

Click or tap here to enter text.

**Challenges:** Describe any challenges your agency has recently faced in serving veterans. How did you address those challenges? *(10 points – rated on insightful response)*

Click or tap here to enter text.

**Budget (10 points – rated on detail):**

Total Project Cost:	Click or tap here to enter text.
Detailed Budget Breakdown (Include specific items and costs, include separate page as necessary):	Click or tap here to enter text.

**Additional Information (10 points – rated on insightful response):**

**Sustainability:** How will the project be sustained after the funding period?

Click or tap here to enter text.

**Other Funding:** Any other funding sources secured or pending? If yes, please provide details:  
Click or tap here to enter text.

**Genesee County Priorities:** Genesee County Board of Commissioners believes in making a positive impact for county residents through four common purpose priorities. These priorities include 1. Healthy, livable & safe communities 2. Long term financial stability 3. Inclusive, collaborative culture 4. Community growth. Based on the four priorities listed above, which priority best represents your project's scope of work and why?

Click or tap here to enter text.

**Declaration:**

By submitting this application, I certify that all information provided is accurate to the best of my knowledge. I understand that if awarded funding, I am obligated to utilize the funds solely for the purpose outlined in this application and to provide a report on the project's outcomes within one year of the award.

**Authorized Applicant's Name/Title (Typed):** Click or tap here to enter text.

**Authorized Signature:**

**Date:** Click or tap to enter a date.

**Additional Information:**

Click or tap here to enter text.

DESCRIPTION: Micro Grant Budget Amendment

GL #	Description	Increase/(Decrease)
2930-689.00-900.005	Community Relations	150,000.00

APPROVED BY: \_\_\_\_\_

Fund 2930 VETERAN MILLAGE

GL Number	Description	Balance
<b>*** Assets ***</b>		
2930-000.00-001.000	CASH	1,174,832.72
2930-000.00-003.000	CERTIFICATES OF DEPOSIT	0.00
2930-000.00-040.000	ACCOUNTS RECEIVABLE	0.00
2930-000.00-078.000	DUUE FROM STATE	0.00
2930-000.00-083.000	DUUE FROM EMPLOYEES	0.00
2930-000.00-084.001	DUUE FROM OTHER FUNDS	0.00
2930-000.00-084.020	DUUE FROM SENIOR MILLAGE	0.00
2930-000.00-084.077	DUUE FROM HUMAN RESOURCES	0.00
2930-000.00-123.000	PREPAID EXPENSES	1,401.44
<b>Total Assets</b>		<b>1,176,234.16</b>
<b>*** Liabilities ***</b>		
2930-000.00-201.000	VOUCHERS PAYABLE	0.00
2930-000.00-214.016	DUUE TO DELINQUENT TAX REVOLVING	0.00
2930-000.00-214.022	DUUE TO PURCHASING	0.00
2930-000.00-214.035	DUUE TO BLDG & GRNDS MAINTENANC	0.00
2930-000.00-214.065	DUUE TO MIS	0.00
2930-000.00-214.071	DUUE TO CONTROLLER	0.00
2930-000.00-214.072	DUUE TO CONVENIENCE COPIER	0.00
2930-000.00-214.073	DUUE TO TELEPHONE FUND	0.00
2930-000.00-214.083	DUUE TO CENTRAL STORES	0.00
2930-000.00-214.089	DUUE TO PERSONNEL	0.00
2930-000.00-214.090	DUUE TO VACATION ACCRUAL FUND	0.00
2930-000.00-256.000	PAYROLL LIABILITY	0.00
2930-000.00-259.000	OTHER ACCRUED LIABILITIES	0.00
2930-000.00-260.000	ACCRUED COMPENSATORY TIME	0.00
2930-000.00-327.000	ESTIMATED FUTURE CHARGEBACK	0.00
2930-000.00-364.000	DEFERRED INFLOW: UNAVAILABLE REVE	0.00
<b>Total Liabilities</b>		<b>0.00</b>
<b>*** Fund Balance ***</b>		
2930-000.00-375.000	FUND BALANCE - RESTRICTED	1,424,897.51
2930-000.00-380.000	FUND BALANCE - COMMITTED	0.00
2930-000.00-381.000	FUND BALANCE - COMMITTED	0.00
<b>Total Fund Balance</b>		<b>1,424,897.51</b>
<b>Beginning Fund Balance - 23-24</b>		<b>1,424,897.51</b>
<b>Net of Revenues VS Expenditures - 23-24</b>		<b>(36,049.15)</b>
<b>*23-24 End FB/24-25 Beg FB</b>		<b>1,388,848.36</b>
<b>Net of Revenues VS Expenditures - Current Year</b>		<b>(212,614.20)</b>
<b>Ending Fund Balance</b>		<b>1,176,234.16</b>
<b>Total Liabilities And Fund Balance</b>		<b>1,176,234.16</b>

\* Year Not Closed

DESCRIPTION: Micro Grant Budget Amendment

GL #	Description	Increase/(Decrease)
2930-689.00-900.005	Community Relations	150,000.00

APPROVED BY: \_\_\_\_\_