

PROFESSIONAL SERVICES CONTRACT

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

1. Agreement and Authority

Execution of this Agreement is authorized by Resolution # _____ issued by the Genesee County Board of County Commissioners.

2. Term

2.1 Initial Term

The initial term of this Contract commences on **May 1, 2023**, and shall be effective through **September 30, 2024** (the "Initial Term").

2.2 Extension Terms

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

3. Scope of Work

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

4. Compensation

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed **\$64,626.00**. The Contractor's projected budget for the Initial Term of this Contract is attached as Exhibit C (the "Budget"). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

4.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.

- 4.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.
- 4.3 The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any supporting documentation such as time sheets and receipts for incurred expenses. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.
5. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

6. **Contract Administrator**

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

7. **Warranties**

The Contractor warrants that:

- 7.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 7.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 7.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 7.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

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

8. Suspension of Work

8.1 Order to Suspend Performance

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

8.2 Necessary Actions Before Suspension

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

9. Termination

9.1 Termination for Cause

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

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

9.2 Immediate Termination

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

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

9.3 Termination for Convenience

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

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

9.4 Termination for Lack of Funding

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

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

10. Equipment Purchased with County Funds

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

10.2 Reporting

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

10.3 Conveyance to the County

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

11. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the

duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

12. Freedom of Information Act

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

13. Intellectual Property

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

14. Audit Rights

14.1 Certification of Accurate Information

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

14.2 Inspection

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

14.3 Audit

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

grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

14.4 Records Retention

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

15. Identity Theft Prevention

- 15.1** In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.
- 15.2** For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

16. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit B and keep such insurance coverage in force throughout the life of this Contract.

16.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

16.2 Indemnification

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

17. Independent Contractor

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

18. General Provisions

18.1 Entire Contract

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

- 18.1.1. The Contract – This Professional Services Contract
- 18.1.2. Exhibit A – The Scope of Work
- 18.1.3. Exhibit B – The Insurance Checklist
- 18.1.4. Exhibit C – The Contractor's Budget

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

18.2 No Assignment

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

18.3 Modification

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

18.4 Binding Effect

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

18.5 Headings

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

18.6 Governing Law and Venue

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

18.7 Severability and Survival

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

18.8 Interpretation

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

18.9 Remedies

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

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

MOTT CHILDREN'S HEALTH

By: Todd Wiseley
Todd Wiseley
President, CEO, Mott Children's Health

Date: 3/11/24

COUNTY OF GENESEE

By: James Avery
Ellen Ellenburg, Chairperson James Avery
Board of County Commissioners

Date: 2/21/24

EXHIBIT A

Description of the Services

On Behalf of Genesee County Health Department, Mott Children's Health Dental Center will provide assessments to kindergarten aged children in Genesee County Schools. Guidance from the Michigan Department of Health and Human Services is attached below.



Kindergarten Oral Health Assessment Program Guidelines

Public Act 261 of 2020 was enacted to ensure that children enrolling into their first year of school have

an opportunity to receive an oral health assessment prior to entering their first year of school. Included in this law is the requirement that the Michigan Department of Health and Human Services (MDHHS) establish and maintain a dental oral health assessment program in each area of the state served by a local health department (LHD). To accomplish this, MDHHS is funding LHDs to conduct the oral health assessments. This Kindergarten Oral Health Assessment Program (KOHA) guidance is for use by LHDs and any subcontractors the LHDs engage to implement the KOHA Program.

Roles and Responsibilities

- **Parent(s)/Guardian(s)** are responsible for getting their child's dental assessment prior to the first day of kindergarten if they choose to have their child assessed. Note that the law does not mandate the assessments, and there is no penalty for the student if a parent/guardian chooses not to have their child assessed.
- **Schools** facilitate the assessments by communicating the information to parents/guardians and by including dental assessments in their Roundups or registration events, if available.
- **LHDs** offer no-cost assessments to all eligible children within their service area and coordinate events with local schools and pre-K settings.
- **School officials** report a summary of student dental assessment data to MDHHS no later than November 1st of each year.

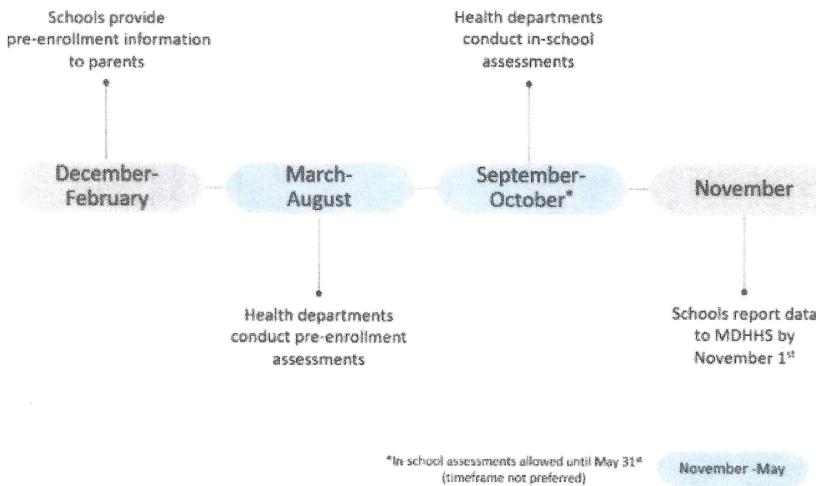
LHD/Subcontractor Legal Requirements

- An LHD must be either designated as a grantee health agency under the [PA 161 Program](#) or permitted to operate as a [Mobile Dental Facility](#) within the state of Michigan, unless the LHD subcontracts all assessments to an outside agency. Any agency that is subcontracted by an LHD to conduct assessments on its behalf must be either designated as a grantee health agency under the PA 161 Program or permitted to operate as a Mobile Dental Facility within the state of Michigan.
- LHDs and subcontractors must follow all applicable federal, state, and local laws, and all administrative rules, regulations, and ordinances, including those required for their PA 161 designation and/or mobile dental facility permit approval.

Assessments

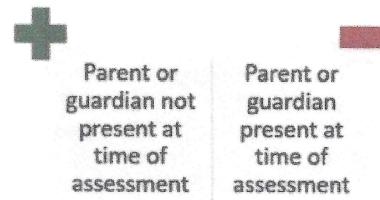
- The assessments must be offered to all eligible children within an LHD's service area free of charge and regardless of insurance status. Insurance may be billed for the service.
 - Note there are provisions in the law that also allow for private dental offices and school-contracted dental providers to provide the assessments.
- The assessments must be performed by a Registered Dental Hygienist, Dentist, or Dental Therapist.
- Effort should be made to complete as many assessments as possible prior to the start of the kindergarten school year, but no assessments should be done earlier than 6 months prior to the start of school. Assessments can be done during the kindergarten school year for the purpose of reaching children who did not receive an assessment prior to starting school, but should not be done as an agency's primary means of assessment.

KOHA TIMELINE



- A signed consent form must be obtained from a parent/guardian in all instances where a parent/guardian is not present for the assessment. If a parent/guardian is present at the time of assessment, a signed consent form is not required; the choice of the parent/guardian to proceed with assessment at that time is considered active consent. Schools/pre-K settings will be responsible for providing the consent forms to parents/guardians and collecting them prior to the time of assessment. LHDs should work with local schools to coordinate this. LHDs should keep copies of signed consent forms in paper or electronic format. A KOHA consent form template has been created to facilitate parent/guardian notification and consent.

Need for Signed Consent Form



- The results of assessment must be documented on the KOHA assessment form provided by MDHHS. The KOHA assessment form may also be used to notify parents/guardians of results. MDHHS Form 3305 (Health Appraisal Form) may be used in lieu of the KOHA assessment form if the parent/guardian presents it at the time of assessment or a school requires its use. The 3305 Form should be distributed and retained in the same manner as the KOHA assessment form.

- If a parent/guardian is present for the assessment: a copy of the completed assessment form should be given directly to the parent/guardian; the parent/guardian is responsible for returning the completed form to the school.
 - If a parent/guardian is not present for the assessment:
 - the LHD and/or LHD subcontractor should provide the results to the parent/guardian in a manner that reasonably safeguards against accidental disclosure of protected health information;
 - the LHD and/or subcontractor should notify the school/pre-K setting that an assessment was done on the child (e.g. pass/refer/absent). It is not necessary to provide the school/pre-K setting with the full assessment. Any information provided to a school/pre-K setting about a child's assessment should be done in manner that reasonably safeguards against accidental disclosure of protected health information.
 - Copies of completed assessment forms should be retained by the agency for its records; these may be kept in paper or electronic format.
- The Recommendations portion of the assessment form must be filled out completely by the person performing the assessment, signed and dated. Only categories of need are documented on the assessment form. It is not necessary to document the presence of fillings, sealants, or silver diamine fluoride.
 - If assessment findings warrant referral for dental treatment, a referral should be provided to the parent/guardian at the time of assessment. If the parent/guardian is not present, the referral should be provided to the parent/guardian in a manner that reasonably safeguards against accidental disclosure of protected health information. The LHD/subcontractor should use its own referral form for this.
 - The LHD should develop a list of local dental resources and provide when appropriate. The [Michigan Oral Health Directory](#) lists dental safety-net resources by county.
 - An agency's referral and follow-up and abuse/neglect protocols in place under its PA 161 Program designation/mobile dentistry permit serve as its respective protocols for KOHA.

Data Reporting

The LHD must report the following metrics in aggregate to MDHHS 30 days following the close of each fiscal quarter:

Screening Events: Number of screening events held on-site or off-site; do not count individual appointments/individual walk-in screenings as events
Children Screened: Unduplicated count of all children screened, either at screening event or on an individual basis; this will equal the sum of Routine Care +
No Urgent Needs: Number of children screened who had no urgent needs
Treated Decay: Number of children screened who had treated decay present
Untreated Decay: Number of children screened who had untreated decay present
Routine Care Needed: Number of children screened who had routine care recommended; do not count as routine care if child given a referral
Referral: Number of children screened who required referral for urgent/restorative needs or specialist care

Reporting instructions are detailed on Attachment 3 of an LHD's KOHA contract with MDHHS.

For Additional Assistance

Michele Kawabe, MPH, RDN, CDCES

Kindergarten Oral Health Assessment Program Consultant

Michigan Department of Health and Human Services - Oral Health Unit

(517) 342-4128

kawabem@michigan.gov



KINDERGARTEN ORAL HEALTH ASSESSMENT FORM

The Kindergarten Oral Health Assessment law [*Public Health Code Act 368 Section 333.9316*] was passed to ensure that children entering their first year of school are able to receive an oral health assessment (dental screening) prior to starting school. Good oral health is important to help children stay healthy and ready to learn. This optional assessment will let you know if your child has any dental problems that require attention by a dentist. The assessment must be done by a Registered Dental Hygienist, Dentist, or Dental Therapist.

| STUDENT INFORMATION | |
|--|--------------------------|
| Child's Name (Last, First, Middle) | Date of Birth (mm/dd/yy) |
| Address (Number, Street, City, Zip Code) | Home/Cell Phone Number |
| Parent/Guardian Name (Last, First, Middle) | Parent/Guardian Email |
| School Name | |

| DENTAL EXAM OR ASSESSMENT RECOMMENDATIONS (Licensed dental professional must complete this section) | | |
|--|--|--|
| Date of Service | Type of service | |
| | <input type="checkbox"/> Dental Exam | <input type="checkbox"/> Dental Assessment |
| Findings (check all that apply) | Recommendations (check ONE) | |
| <input type="checkbox"/> No urgent needs <input type="checkbox"/> Treated decay <input type="checkbox"/> Untreated decay | <input type="checkbox"/> Routine care <input type="checkbox"/> Referral for urgent needs/restorative care or specialist | |
| Screening Provider (check one) | | |
| <input type="checkbox"/> Dentist | <input type="checkbox"/> Dental Therapist | <input type="checkbox"/> Dental Hygienist |
| Provider Signature | Agency/Local Health Department | |
| Provider Name (print) | Phone | |

Additional Comments:

(USE SCHOOL LETTERHEAD AND COMPLETE FILLABLE SECTIONS)

Dear Parent or Guardian,

The State of Michigan passed a law [Public Health Code Act 368 Section 333.9316] to ensure that children have an opportunity to receive an oral health assessment (dental screening) before they enter kindergarten. Good oral health is important to help children be healthy and ready to learn, and the purpose of the screening is to make sure your child does not have any dental problems that would prevent them from doing well in school.

We have partnered with the Click or tap here to enter text to provide oral health screenings on Click or tap here to enter text. **This is a free screening.** Signing the consent will allow your child to receive the screening. A dental hygienist will perform the screening simply by looking into your child's mouth and noting what they see. The hygienist will be masked and gloved, and only single-use disposable supplies will be used. You will receive a letter notifying you of the results of the screening and if your child requires immediate attention by a dentist for any problems. Results of the screening will be shared with the school and will be kept confidential. No treatment will be done by the hygienist during the screening.

Please complete this consent form and return it to the school as soon as possible.

Sincerely,

Click or tap here to enter text.

KINDERGARTEN ORAL HEALTH ASSESSMENT CONSENT FORM

Child's Name (Last, First, Middle)

Date of Birth

Address (Number, Street, City, Zip Code)

Teacher

School

Parent/Guardian Name (Last, First, Middle)

Home/Cell Phone Number

- YES**, I give permission for my child to receive an oral health screening
 NO, I do not give permission for my child to receive an oral health screening

X

Parent/Guardian Signature

Date

EXHIBIT C
Contractor's Projected Budget
May 1, 2023 to September 30, 2024

Kindergarten Oral Health Assessment Program
Budget Draft 2023

| Description | Total |
|--|------------------|
| Registered Dental Hygienist - one per school/event. Includes portion of salary and fringes | \$ 30,638 |
| RDA/CDA/DA - One per school/event. Includes portion of salary and fringes | \$ 18,198 |
| Clinical Manager- Admin -includes portion of salary and fringes | \$ 7,150 |
| Supplies: | |
| Clerical - Paper, ink, laptop, printer, etc. | \$ 2,000 |
| Clinical - Disposable mirrors, toothpaste, toothbrush, gloves, masks, tray covers, etc. | \$ 4,640 |
| Travel | |
| Local travel for staff to/from schools @ .655/mile | \$ 2,000 |
| GRAND TOTAL | \$ 64,626 |

EXHIBIT B
Insurance Checklist
GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR:

Mott Children's Health Dental Center

Coverage Required Limits (Figures denote minimums)

| | |
|---|---|
| <input type="checkbox"/> 1. Workers' Compensation | Statutory limits of Michigan |
| <input type="checkbox"/> 2. Employers' Liability | \$100,000 accident/disease \$500,000 policy limit, disease Including Premises/operations |
| <input checked="" type="checkbox"/> 3. General Liability | \$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability |
| <input checked="" type="checkbox"/> 4. Professional liability | \$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions |
| <input type="checkbox"/> 5. Automobile liability Owned, Hired, Non-owned | \$1,000,000 combined single limit each accident- |
| <input type="checkbox"/> 6. Umbrella liability/Excess Coverage | \$1,000,000 BI & PD and PI |

7. Genesee County named as an additional insured on other than workers' compensation and professional liability via endorsement. A copy of the endorsement (blanket Additional Insured or endorsed policy naming Genesee County) must be included with the certificate.
8. Other insurance required: Abuse and Molestation - \$1,000,000 limit
9. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)
- 10 The certificate must state bid number and title

Insurance Agent's Statement

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

The above required policies carry the following deductibles:

Liability policies are _____ occurrence _____ claims made _____

Insurance Agent _____ Signature _____

Prospective Contractor's Statement

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

Contractor Signature _____

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