

CONTRACT BETWEEN

THE COUNTY OF GENESEE

Acting By and Through

Genesee County Department of Senior Services ("GCDSS")

324 South Saginaw Street, Suite 7A

Flint, Michigan 48502

Hereinafter referred to as the "**COUNTY**"

and

Michigan Community Services, Inc.

5239 Morrish Road

Swartz Creek, Michigan 48473

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

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

Whereas, the COUNTY published a Request for Proposals ("RFP") # 25-443 for a Program of Services titled "**Adult Day Care**" (hereinafter referred to as "Services") and

Whereas, the CONTRACTOR submitted a Proposal in response to RFP # 25-443 for the provision of Services; and

Whereas, the COUNTY desires to enter into a contractual agreement with the CONTRACTOR for the provision of Services set forth herein;

Now, therefore, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

A. PURPOSE:

This Contract is entered into for the purpose of retaining CONTRACTOR to provide Adult Day Care Services funded by Genesee County Senior Millage dollars to individuals 60 years of age or older who reside in Genesee County.

B. THE CONTRACTOR AGREES:

1. To accept the terms of this Contract and to undertake, perform and complete the Services described in RFP # 25-443 and Addenda ("the RFP"), and in CONTRACTOR'S Proposal in response to RFP # 25-443 ("Proposal"), which are hereby incorporated into this Contract by reference and included as Attachments A respectively, and in CONTRACTOR'S budget, included as Attachment D to this Contract. If a conflict exists between this document and those incorporated by reference, this document governs.
2. That this Contract is effective for the term stated upon approval by the Genesee County Board of Commissioners.

3. To provide proof of insurance as required in Section 8 of the RFP prior to the signing of this contract and/or upon renewal. Endorsements naming the COUNTY as an additional insured must be provided prior to initiation of Services. This provision may be satisfied by verification and proof of a "Blanket Additional Insurance Contract Form or Endorsement" provided with the Insurance Certificates. Documentation provided under this subparagraph will include a statement by the insurer that the COUNTY will be notified of any and all insurance cancellation at least 30 days prior to the effective date of cancellation of the respective policies. However, cancellation for non-payment of premium shall be noticed a minimum of ten days prior to cancellation.
4. To accept the conditions, requirements and obligations described and listed in Attachment B, Business Associate Agreement, if that Attachment is listed in Section D below.
5. To establish safeguards to prohibit conflicts of interest involving CONTRACTOR employees, prohibiting them from being involved in activities that are motivated by a desire for private gain for themselves or others with whom they have family, business or personal ties.
6. That failure by the COUNTY to insist upon strict adherence to any terms of this Contract shall not be considered a waiver or deprive the COUNTY of the right thereafter to insist upon strict adherence to that term, or any other term, of this Contract.
7. To provide the necessary administrative, professional and technical staff in the required ratio and number with qualifications as designated in its proposal for operation of the program.
8. The CONTRACTOR agrees that title to any approved equipment purchased in whole or part using Senior Millage funds shall vest with the County of Genesee upon acquisition. The Senior Services Director may, in writing, waive the requirements of this paragraph for any purchase. Waiver by the Senior Services Director for any purchase does not constitute future or automatic waiver for other purchases. For this section, equipment is defined as tangible, non-expendable, personal property having a useful life of more than 1 year and an acquisition cost of \$1000.00 or more per unit. Equipment purchases not included in the submitted budget are automatically unapproved.
9. The CONTRACTOR agrees to notify the Senior Services Director of damage, theft, or replacement of any equipment purchased with Senior Millage funds within 48 hours of such occurrence. When applicable, a copy of the police report must be submitted to the Senior Services Director within two weeks of the occurrence. The CONTRACTOR further agrees to repair or replace damaged or stolen equipment or to reimburse the COUNTY with the millage-funded purchase cost utilizing non-senior millage funds. Failure to repair or replace such equipment shall result in repayment to the COUNTY of the millage-funded purchase cost by reducing payments to the CONTRACTOR of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.
10. To utilize all report forms as required under the RFP, as well as those included in this document as Attachment C, including the Monthly Invoice Form and the Monthly New Client Address Form (to be sent electronically each month in Excel format) and reporting formats required by the COUNTY as of the effective date of this Contract, and to provide the COUNTY with timely review and commentary on any new report forms

and reporting formats proposed for issuance thereafter. The CONTRACTOR will also provide the COUNTY an annual breakdown of financial data, regarding services provided, by Local Unit of Government (LUG).

11. The CONTRACTOR agrees to perform yearly criminal background checks on paid staff or volunteers with access to personal information within 15 days of the individual's commencement or submit the proper paperwork to the Department of Senior Services to do the background checks at no charge for the OPERATING ENTITY. See Attachment B. Proof of performance of the required background check shall be submitted to the Department of Senior Services within 21 days of the individual's commencement. The CONTRACTOR agrees to perform yearly criminal background checks on all board members. See Attachment B. The CONTRACTOR further agrees that costs associated with persons meeting the following criteria will not be paid utilizing Senior Millage funds:
 - a. Persons having a felony conviction in this state or elsewhere within the last 10 years; or
 - b. Persons having a felony charge pending in this state or elsewhere; or
 - c. Persons having a misdemeanor conviction in this state or elsewhere within the last 10 years involving theft, assault, battery, drug-related, or any abusive crimes; or
 - d. Persons having a misdemeanor charge pending in this state or elsewhere involving theft, assault, battery, drug-related, or any abusive crimes.

The COUNTY retains the right to deny reimbursement for salary requests, or recapture paid reimbursements by withholding from future requests if it determines that the individual for whom the request is/was made falls within any of the above categories.

12. To provide annual documentation demonstrating appropriate licenses, criminal background checks, and negative tuberculosis tests for employees as specified in the RFP and subparagraph B. 11 above. The CONTRACTOR further agrees to comply with the State of Michigan Department of Labor & Economic Growth, "Occupational Health Standards Part 554 Bloodborne Infectious Diseases" (MIOSHA Part 554) including "Part 554 Bloodborne Infectious Diseases Standard Requirements for Training" using the rules provided in Attachment E to this Contract. Documentation for existing workers or volunteers shall be performed and provided to the COUNTY within fifteen days of the signing of this Contract. Testing, licenses (if appropriate), and criminal background checks for new hires or new volunteers shall be performed and provided to the COUNTY within fifteen days of their commencement.
13. To perform and provide to the COUNTY an annual financial audit of its operation by the end of the first quarter of the term of the Contract. Failure to timely provide the audit or to receive an extension of time from the Contract Administrator within which to satisfy this requirement will result in the withholding of reimbursements for the performance period.
14. The CONTRACTOR agrees to include the following statement and the Genesee County logo in all printed materials, newsletter, program and registration materials, special events, center's website, advertisements, program presentations, surveys, etc. funded in whole or in part with Senior Millage dollars: "This program and/or service is

fully or partially funded by Genesee County Senior Millage funds. Your tax dollars are at work.”

15. Senior Millage funds may be used to provide increases in salaries or compensation packages for any employee or contractor. Any employee wages will comply with any state and federal minimum wage law.
16. That overnight travel funded by Senior Millage dollars shall be approved in advance by the Genesee County Board of Commissioners. The CONTRACTOR agrees to adhere to its own travel regulations or, in the absence of such acceptable regulations, to the Genesee County Travel Regulations as set forth in Attachment E to this Contract. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.
17. The CONTRACTOR agrees that political campaign intervention, including directly or indirectly participating or intervening in any political campaign on behalf of, or in opposition to, any candidate for elective public office, is prohibited.
 - a. Political campaign intervention includes:
 - i. Contributing to political campaign funds.
 - ii. Making public statements of position (verbal or written) by or on behalf of the senior center in favor or opposition to any candidate for public office.
 - iii. Distributing statements prepared by others that favor or oppose any candidate for public office.
 - iv. Making public statements of position.
 - v. Allowing a candidate to use the center’s assets or facilities if the equivalent opportunity is not provided to all other candidates.
 - vi. Making partisan comments in official senior center publications or at official functions of the senior center.
 - vii. Political fundraising at the senior center.
 - b. Political campaign intervention does not include:
 - i. Taking a position on public policy issues as a senior center, so long as the message does not favor or oppose a certain candidate or otherwise violate the political campaign intervention prohibition.
 - ii. Promotion of voter registration in a non-partisan manner.
 - iii. Encouragement of voter participation in a non-partisan manner.
 - iv. Providing voter education/voter guides in a non-partisan manner.
 - v. Non-partisan candidate forums or debates at the senior center.
 - vi. Candidates appearing or speaking at the organization’s events in a non-candidate capacity.
 - vii. Supporting the Senior Millage
18. That the CONTRACTOR is responsible for all Services performed under this Contract. If a Subcontractor is used, CONTRACTOR is the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract, regardless of who actually provides the service. CONTRACTOR shall notify COUNTY of any subcontractors to be utilized prior to their use. The COUNTY reserves the right to approve or reject any proposed subcontractor.

C. FURTHER, IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT:

1. This Contract shall commence on October 1, 2025 and continue through September 30, 2026. The Board has the option to extend this Contract for two (2) additional terms (the "Extension Terms") at the rates provided in the CONTRACTOR'S proposal by providing CONTRACTOR with written notice thirty (30) days prior to the termination date of the Initial Term on the COUNTY'S election to exercise the option.
2. The COUNTY agrees to compensate the CONTRACTOR for the term of the Contract an amount not to exceed \$ 120,000.00 for costs of budgetary items described and included within the CONTRACTOR'S Proposal. Reimbursements will be disbursed on a monthly basis at the rate and monthly maximum amount as set forth in Paragraph H.2 for the service agreed upon for the duration of the Contract term.
3. Subject to availability and other applicable conditions, the COUNTY agrees to provide funding throughout the term of this Contract.
4. The CONTRACTOR, its agents, and employees are independent contractors and are not the employees of the COUNTY.
5. CONTRACTOR is encouraged to provide its clients with the opportunity to make financial donations. All donations not limited in use by the donor must be used to provide additional services, as opposed to supporting other expenses. Donations must be reported to the COUNTY on the monthly invoice form.
 - a. If donations are to be allowed, CONTRACTOR must offer this voluntary opportunity to the client in a manner that allows for the donation, or lack thereof, to remain confidential. No one shall be denied service for failing to make a donation.
 - b. CONTRACTOR must develop a written procedure for the handling of donations. This procedure must include at a minimum: daily counting and recording of donations by two individuals; method of deposit into a financial institution; monthly reconciliation of deposit records and collection records by a third party who was not involved in counting or depositing the donations.
6. The CONTRACTOR agrees that the COUNTY may, at reasonable times and without notice, visit and inspect the CONTRACTOR and discuss or survey the CONTRACTOR'S activities with seniors who agree to participate and designated staff..
7. The CONTRACTOR gives the COUNTY, or any other representatives designated by the COUNTY, the right to visit the facility at reasonable times and without notice, to examine all records, books, and papers related to the performance of activities that are the subject of this Contract.
8. The contract administrator for this Contract is Lynn M. Radzilowski, Senior Services Director, GCDSS, or her designee (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.

D. CONTRACT ATTACHMENTS

The following documents are Attachments to this Contract which are hereby made part of this Contract by reference:

- Attachment A: RFP # 25-443 and Addenda and CONTRACTOR'S Response to RFP
- Attachment B: Business Associate Agreement
- Attachment C: Reporting Forms (Monthly Invoice Form & Monthly New Client Address Form) Sample Client Satisfaction Survey (CONTRACTOR may use its own form that provides this type of information)
- Attachment D: Approved Budget FY – 2025 - 2026
- Attachment E: MIOSHA Part 554 Standards and Regulations and Genesee County Travel Regulations

E. AMENDMENTS

1. Any changes to this Contract will be valid only if made in writing and acknowledged by all parties to this Contract.
2. This Contract, including attachments, may be amended by mutual written consent of the CONTRACTOR and the COUNTY. When submitting a proposed contract or budget amendment, the CONTRACTOR must also revise or amend its related output measures whenever the amendment results in a significant change of program scope, or as specifically required by the COUNTY, and submit copies of the revised sheets and summary description of the changes.
3. In the event that circumstances occur that are not reasonably foreseeable or are beyond the CONTRACTOR'S control which reduce or otherwise interfere with the CONTRACTOR'S ability to provide or maintain specified services or operational procedures, immediate written notification must be provided to the COUNTY and, where feasible, an amendment to this Contract negotiated.
4. Any change proposed by the CONTRACTOR which would affect the funding of any activity support in whole or in part by funds provided under this Contract must be submitted in writing to the COUNTY immediately upon determining the need for such change. The proposed change may be implemented upon receipt of written notification from the COUNTY.
5. Within thirty days after receipt of the proposed change, the COUNTY shall advise the CONTRACTOR in writing of its determination. Subsequently, the COUNTY will initiate any necessary formal amendment to the Contract for execution by the parties to the Contract.
6. Any changes proposed by the COUNTY must be agreed to in writing by the CONTRACTOR within thirty days of receipt. The COUNTY shall initiate any necessary formal amendment as above upon such written agreement.

7. The CONTRACTOR may submit a maximum of one proposed budget amendment per quarter. All budget adjustments must be approved by the Department of Senior Services, and the Board of Commissioners, when required.
8. The CONTRACTOR may submit a maximum of one budget amendment per quarter. All budget adjustments must be approved by the Department of Senior Services, and the Board of Commissioners, when required.

F. TERMINATION

This Contract is in full force and effect for the period specified in Section C.1 of this contract, subject to the following conditions:

1. This Contract may be terminated by either party for any reason by giving ninety days written notice to the other party stating the effective date of termination.
2. This Contract may be terminated by the COUNTY upon thirty days written notice to the CONTRACTOR due to convenience or diminution of funds.
3. This Contract may be terminated by the COUNTY upon seven days written notice should the CONTRACTOR be found to have failed to perform its services in a manner satisfactory to the COUNTY as per contract requirements. COUNTY will provide CONTRACTOR notice and a reasonable opportunity to cure service performance deemed to be non-satisfactory. However, the COUNTY shall be the sole judge of what constitutes a reasonable opportunity and non-satisfactory performance.
4. This Contract may be terminated immediately without further liability to the COUNTY if the CONTRACTOR, or an official of the CONTRACTOR, is found guilty of any activity referenced in Section I. Assurances, of this Contract.
5. In the event the COUNTY determines not to proceed further with this Contract during its term, the CONTRACTOR may retain all sums paid by the COUNTY for approved expenses incurred and for satisfactory work actually performed at the above-stated fee structure. In this event, COUNTY will be liable for satisfactory services performed prior to the COUNTY'S notification of its intent to terminate the Contract and, upon full payment, the other obligations of either party to this Contract shall terminate except for the non-disclosure of information and non-solicitation of personnel as stated herein. Notwithstanding the preceding, COUNTY retains the right to demand and obtain repayment of any funds paid to CONTRACTOR, including withholding as offset from amounts claimed due by CONTRACTOR, that the COUNTY deems to have been paid in error, for services not authorized under the Contract, or for non-satisfactory services.

G. REPORTING REQUIREMENTS

CONTRACTOR will provide the COUNTY with monthly reports using the formats provided in Attachment C and following the criteria as established and outlined in the RFP. CONTRACTOR will also provide, on a monthly basis, a compilation, or copies, of Client Satisfaction Surveys providing information similar to that in the sample form found in Attachment C.

H. REIMBURSEMENT METHOD

1. The COUNTY shall reimburse the CONTRACTOR for Services provided during the duration of this Contract only. CONTRACTOR shall not be reimbursed for Services provided prior to the commencement date of this Contract.
2. The COUNTY shall reimburse the CONTRACTOR on a monthly basis at a rate of \$ 18.53 per one-hour unit of service delivery for this Contract, with a preferred maximum reimbursement total of \$ 10,000.00 per month. The purpose of the maximum reimbursement is to avoid CONTRACTOR expending all of its funds prior to the scheduled end date of the Contract. Reimbursements exceeding the recommended maximum figure may be permitted on a case-by-case basis as long as CONTRACTOR presents an explanation of need and a reasonable plan for providing continued service for the remainder of the Contract term.
3. The COUNTY shall reimburse the CONTRACTOR within thirty days of an approved invoice using the monthly invoice form and instructions found in Attachment C of this Contract. Prompt reimbursement shall be contingent upon full contractual compliance and submittal of requisite documentation on the approved invoice form. COUNTY may withhold reimbursement if it deems CONTRACTOR to have failed to have substantially complied with the Contract terms. Ineligible expenses, expenditures not consistent with the approved budget, expenditures for Services knowingly performed where no vendor slot is available, or expenditures exceeding the monthly maximum limit will not be reimbursed.
4. Properly documented requests for reimbursement submitted to the COUNTY by the 21st of each month will be processed and, if approved, disbursed by the 15th of the next month. Requests submitted later than the 21st of each month and incomplete requests (e.g. inadequate supporting documentation) will be processed in the following reimbursement cycle. At its sole discretion, the COUNTY will deem expenditures as either eligible or ineligible for each reimbursement or advance expenditure request. The COUNTY may, at its discretion and upon reasonable notice, require the CONTRACTOR to complete reports additional to those attached to this CONTRACT regarding the CONTRACTOR'S expenses and activities.

I. ASSURANCES

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 related 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. Breach of this covenant shall be regarded as a material breach of this Contract.

J. CONFIDENTIALITY

It is understood that work performed under this Program of Services will include access to proprietary documents and information. The CONTRACTOR agrees that confidential information about the COUNTY or its related entities will not be released, except as required by law, without the prior approval of the COUNTY. The COUNTY agrees that it will not release any of the CONTRACTOR'S materials provided or utilized during the Contract term without written permission. The CONTRACTOR and the COUNTY affirm the Business Associate Agreement included as Attachment B.

Further, both parties acknowledge that the CONTRACTOR will provide a Program of Services which includes coordination and collaboration with other organizations that provide social, health, transportation, legal and other priority services related to senior residents of Genesee County who are aged 60 years and older. The CONTRACTOR agrees to protect the confidentiality of information about persons assisted throughout this Program of Services by instituting confidentiality procedures that conform to the Privacy Act of 1974 and where applicable, handle all Private Health Information (PHI) in accordance with HIPAA.

CONTRACTOR acknowledges that the COUNTY is a public body subject to the Michigan Freedom of Information Act. Records held by the COUNTY are public unless exempted. Notwithstanding the foregoing, confidential information collected and provided to the COUNTY by the CONTRACTOR as part of its reporting requirements shall be used solely for purposes of performing and evaluating the performance of this Contract and will not be retained.

K. LIABILITY AND INDEMNIFICATION

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the CONTRACTOR in the performance of the Contract shall be the responsibility of the CONTRACTOR and not the responsibility of the COUNTY if the liability, loss or damage is caused by, or arises out of, the action or failure to act on the part of the CONTRACTOR or any employee or agent of the CONTRACTOR. The CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY and its officers and employees from and against all claims, losses, damages, and expenses including but not limited to attorney's fees, arising out of or resulting from the CONTRACTOR'S performance of the Contract.

L. APPLICABLE LAWS

This is a Genesee County contract. This Contract shall be governed by the laws of the State of Michigan. Any dispute arising as a result of this Contract shall be resolved in the State of Michigan. The parties shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority that may have bearing on the performance of the Contract.

M. GOOD FAITH EFFORTS TO RESOLVE DISPUTES, ATTORNEYS FEES

If for any reason any portion of this Contract is in dispute, the parties will make their best efforts to resolve the dispute without resorting to litigation. Should litigation be required to resolve any dispute between the parties, the party not prevailing in the dispute will pay reasonable attorney's fees as part of any resolution of the dispute.

N. INTEGRATION

This Contract constitutes the complete understanding of the parties. No agreements, representations or understandings not specifically contained herein shall be binding upon any of the parties unless reduced to writing and signed by the parties to be bound.

O. WAIVER

Any clause or condition of this Contract found to be an impediment to the intended and effective operation of this Contract may be waived in writing by the parties, upon presentation of written justification by the requesting party. Such waiver may be temporary or for the life of the Contract and may affect any or all program elements covered by this Contract.

P. SEVERABILITY

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

Q. SPECIAL CERTIFICATION STATEMENT

The individual or officer signing this Contract certifies by her/his name that s/he is authorized to sign this Contract on behalf of the responsible governing board, official, or CONTRACTOR.

COUNTY OF GENESEE

MICHIGAN COMMUNITY SERVICES, INC.

By: Delrico Loyd, Chairperson
Genesee County Board of Commissioners

By: Erin Hyland
Executive Director

Date

Date

Attachment A

(This document, Request for Proposal, related Addenda, and Contractor's Response to the Request for Proposal is on file at the Genesee County Office of Senior Services)

ATTACHMENT B
(Business Associate Agreement)

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (the “BAA”) is made and entered into as of October 1, 2023 by and between Genesee County, Acting by and through Genesee County Department of Senior Services, a Michigan municipal corporation (“Covered Entity”) and Michigan Community Services Agency, Inc., (“Business Associate”), in accordance with the meaning given to those terms at 45 CFR §164.501). In this BAA, Covered Entity and Business Associate are each a “Party” and, collectively, are the “Parties”.

BACKGROUND

- I. Covered Entity is either a “covered entity” or “business associate” of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, “HIPAA”) and, as such, is required to comply with HIPAA’s provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);
- II. The Parties have entered into or will enter into one or more agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the “Agreement”);
- III. In providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information;
- IV. By providing the services pursuant to the Agreement, Business Associate will become a “business associate” of the Covered Entity as such term is defined under HIPAA;
- V. Both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E (collectively, the “Privacy Rule”); and
- VI. Both Parties intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate pursuant to the terms of this Agreement, HIPAA and other applicable laws.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the continued provision of PHI by Covered Entity to Business Associate under the Agreement in reliance on this BAA, the Parties agree as follows:

1. **Definitions**. For purposes of this BAA, the Parties give the following meaning to each of the terms in this Section 1 below. Any capitalized term used in this BAA, but not

otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.

- A. “Affiliate” means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity, as defined by HIPAA.
- B. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.
- C. “Breach Notification Rule” means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.
- D. “Data Aggregation” means, with respect to PHI created or received by Business Associate in its capacity as the “business associate” under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other “covered entity” under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of “data aggregation” in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.
- E. “Designated Record Set” has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.B.
- F. “De-Identify” means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§164.514(a) and (b).
- G. “Electronic PHI” means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103.
- H. “Health Care Operations” has the meaning given to that term in 45 CFR §164.501.
- I. “HHS” means the U.S. Department of Health and Human Services.
- J. “HITECH Act” means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- K. “Individual” has the same meaning given to that term in 45 CFR §§164.501 and 160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

- L. “Privacy Rule” means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.
- M. “Protected Health Information” or “PHI” has the meaning given to the term “protected health information” in 45 CFR §§164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- N. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. “Security Rule” means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.
- P. “Unsecured Protected Health Information” or “Unsecured PHI” means any “protected health information” as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC §17932(h).

2. **Use and Disclosure of PHI.**

- A. Except as otherwise provided in this BAA, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.
- B. Except as otherwise limited by this BAA or federal or state law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate’s business and to carry out its legal responsibilities. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.
- C. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by

law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC §17935(b)) and any of the act's implementing regulations adopted by HHS, for each use or disclosure of PHI.

- D. Upon request, Business Associate will make available to Covered Entity any of Covered Entity's PHI that Business Associate or any of its agents or subcontractors have in their possession.
- E. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

- 3. **Safeguards Against Misuse of PHI.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate agrees to take reasonable steps, including providing adequate training to its employees to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.
- 4. **Reporting Disclosures of PHI and Security Incidents.** Business Associate will report to Covered Entity in writing any use or disclosure of PHI not provided for by this BAA of which it becomes aware and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event.
- 5. **Reporting Breaches of Unsecured PHI.** Business Associate will notify Covered Entity in writing promptly upon the discovery of any Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR §164.410, but in no case later than 30 calendar days after discovery of a Breach. Business Associate will reimburse Covered Entity for any costs incurred by it in complying with the requirements of Subpart D of 45 CFR §164 that are imposed on Covered Entity as a result of a Breach committed by Business Associate.
- 6. **Mitigation of Disclosures of PHI.** Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.

7. **Agreements with Agents or Subcontractors.** Business Associate will ensure that any of its agents or subcontractors that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains or transmits on behalf of Business Associate or, through the Business Associate, Covered Entity. Business Associate shall notify Covered Entity, or upstream Business Associate, of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 1.M. of this BAA. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract by placement of such notice on the Business Associate's primary website. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA.
8. **Audit Report.** Upon request, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification or other mutually agreed upon independent standards based third party audit report. Covered entity agrees not to re-disclose Business Associate's audit report.
9. **Access to PHI by Individuals.**
- A. Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR §164.524.
- B. In the event any Individual or personal representative requests access to the Individual's PHI directly from Business Associate, Business Associate within ten business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity.
10. **Amendment of PHI.**
- A. Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR §164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within 15 business days of Covered Entity's request.

- B. In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity.

11. **Accounting of Disclosures.**

- A. Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.
- B. Business Associate will furnish to Covered Entity information collected in accordance with this Section 10, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.
- C. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity.

12. **Availability of Books and Records.** Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of HHS for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.

13. **Responsibilities of Covered Entity.** With regard to the use and/or disclosure of Protected Health Information by Business Associate, Covered Entity agrees to:

- A. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - B. Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
 - D. Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.
14. **Data Ownership.** Business Associate's data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including any and all forms thereof.
15. **Term and Termination.**
- A. This BAA will become effective on the date first written above, and will continue in effect until all obligations of the Parties have been met under the Agreement and under this BAA.
 - B. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, within 30 days after written notice from Covered Entity. Covered Entity may report the problem to the Secretary of HHS if termination is not feasible.
 - C. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with 30 days to cure the breach. Covered Entity's failure to cure the breach within the 30-day period will be grounds for immediate termination of the Agreement and this BAA by Business Associate. Business Associate may report the breach to HHS.

- D. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. The Parties understand that this Section 14.D. will survive any termination of this BAA.

16. **Effect of BAA.**

- A. This BAA is a part of and subject to the terms of the Agreement, except that to the extent any terms of this BAA conflict with any term of the Agreement, the terms of this BAA will govern.
- B. Except as expressly stated in this BAA or as provided by law, this BAA will not create any rights in favor of any third party.

17. **Regulatory References.** A reference in this BAA to a section in HIPAA means the section as in effect or as amended at the time.

18. **Notices.** All notices, requests and demands or other communications to be given under this BAA to a Party will be made via either first class mail, registered or certified or express courier, or electronic mail to the Party's address given below:

- A. If to Covered Entity, to:

Attn: Lynn M. Radzilowski
T: 810-424-4450
E: lradzilowski@geneseecountymi.gov

- B. If to Business Associate, to:

Attn: Erin Hyland
T: 810-407-9132
E: ehyland@mcsionline.org

19. **Amendments and Waiver.** This BAA may not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the

Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

20. **HITECH Act Compliance.** The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, either Party will have the right to terminate this BAA upon 30days' prior written notice to the other Party.

[The remainder of this page intentionally left blank; signatures on the following page]

In light of the mutual agreement and understanding described above, the Parties execute this BAA as of the date first written above.

Genesee County

By: _____
Name: Delrico Loyd
Title: Chairperson, Board of Commissioners

Michigan Community Services, Inc.

By: _____
Name: Erin Hyland
Title: Executive Director

ATTACHMENT C
(Reporting Forms and Client Survey)

2025-2026 SENIOR MILLAGE MONTHLY REIMBURSEMENT REQUEST

Service Provider:

Pay to (Operating Entity):

Mail Address:

SENIOR MILLAGE FUNDING

2025-2026 Millage Allocation:

Funds Previously Requested

Balance Remaining Prior to this Request:

Time Period of Expenditures for this Request:

Total Claimed in this Request:

Balance Remaining After this Request:

\$ -

MONTHLY REPORTING

Total number of Genesee County residents aged 60 years and older ("clients") who were NEW starts during this month.

The number of unduplicated Senior Millage clients served during this month.

Number of persons aged 60 years and older on a waiting list for your services at the date of this reimbursement request.

Total number of clients discharged from services during this month.

Total number of clients served during this fiscal year.

Total number of agency staff and volunteer workers providing services during this month.

Attach names and titles of staff who performed work during this month. Attach pertinent licensures, as applicable, if not submitted during a previous month.

For each client included in item 1, email that person's address, including street number, street name, city or village, zip code, race, gender, and Veteran status.

AUTHORIZED SIGNATURE

I certify to the best of my knowledge and belief, the billed costs of disbursements are in accordance with the terms of the agreement and that the reimbursement request represents the Millage share due and has not been previously requested and is true and correct.

Prepared by:

Name and Title

Phone

Approved by:

Signature of Authorized Official

Date

2025-2026 SENIOR MILLAGE MONTHLY REIMBURSEMENT REQUEST

Hours of Service	Unit Rate	Hours X Unit Rate	Total
Unit Rate Reimbursement			
SUBTOTAL -			\$ -
OFFICE & MISC. PURCHASES EXPENDITURES			
SUBTOTAL - OFFICE/MISC.	\$ -		
TOTAL MONTHLY EXPENDITURES	\$ -		
TOTAL MONTHLY REIMBURSEMENT REQUEST	\$ -		

Senior Millage Service Providers Client Addresses

Month & Year: _____

[illegible]

ATTACHMENT D
(Budget 2025-2026)

Adult Day Care: Michigan Community Service	FY 2024-2025 Senior Millage Budget	Proposed FY 2025-2026 Budget Expenditures - Senior Millage
WAGE & FRINGE		
Wage Management/Supervisor	\$ -	\$ 38,960.00
Wage Direct Service/Clerical		\$ 34,750.00
Fringe-FICA	\$ -	\$ 5,860.00
Fringe- WC, Unemploy,		\$ 2,680.00
Fringe- Earned Sick, Vacation		\$ 2,000.00
Fringe-Medical Insurance	\$ -	\$ 3,435.00
	\$ -	\$ -
	\$ -	\$ -
SUBTOTAL	\$ -	\$ 87,685.00

	\$ -	
	\$ -	\$ -
SUBTOTAL	\$ -	\$ -

OPERATIONS		
Maint, Equip, Furnishings	\$ -	\$ 6,510.00
Rent, Utilities		\$ 6,600.00
PPE Supplies	\$ -	\$ 3,190.00
	\$ -	\$ -
	\$ -	\$ -
Insurance	\$ -	\$ 1,685.00
Food	\$ -	\$ 1,000.00
New hire expenses	\$ -	\$ 1,330.00
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
Phone/IT/Service&Support	\$ -	\$ 1,200.00
MTA Customer Transportation	\$ -	\$ 4,000.00
ADMINISTRATION	\$ -	\$ 6,800.00
		\$ -
SUBTOTAL	\$ -	\$ 32,315.00

	\$ -	\$ -
	\$ -	\$ -
SUBTOTAL	\$ -	\$ -
TOTAL AWARD EXPENDITURES	\$ -	\$ 120,000.00
Unit Rate(if applicable)	6,476 units	\$18.53

Attachment E

MIOSHA Part 554 Bloodborne Infections Diseases Standards and Regulations
https://www.michigan.gov/leo/-/media/Project/Websites/leo/Documents/MIOSHA/Standards/General_Industry/GI_554/GI_554__04-27-21.pdf

Genesee County Travel Regulations
<https://www.geneseecountymi.gov/02.001%20Travel%20Policy.pdf>