Genesee County

Human Services Committee

Agenda

Wednesday, August 13, 2025 **5:30 PM** **324 S. Saginaw St, Auditorium**

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

RES-2025-2100 Approval of Meeting Minutes - July 16, 2025

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

25-496 Flushing Senior Center - Greg Matheson

VI. OLD BUSINESS

VII. NEW BUSINESS

1. RES-2025-1902 Approval of an agreement between Genesee County and Shawna Lee, in an amount not to exceed $30,000.00, to provide program evaluation services at Genesee County's Health Department; the term of this agreement is June 1, 2025 through May 31, 2027; the cost of this agreement is fully grant funded and will be paid from account 2211-607.04-801.000

2. RES-2025-2031 Approval of the contract between Genesee County and the City of Burton, in an amount not to exceed $206,330.00, to provide for the operations of the Burton Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

3. RES-2025-2033 Approval of an agreement between Genesee County and the Brennan Elm Park Senior Community, in an amount not to exceed $137,923.00, to provide for the operations of the Brennan Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

4. RES-2025-2034 Approval of an agreement between Genesee County and the Carman-Ainsworth Senior Citizen Organization, in an amount not to exceed $206,330.00, to provide for the operations of the Carman-Ainsworth Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

5. RES-2025-2035 Approval of an agreement between Genesee County and the Charter Township of Vienna, in an amount not to exceed $206,330.00, to provide for the operations of the Clio Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

6. RES-2025-2036 Approval of an agreement between Genesee County and the Davison-Richfield Senior Citizens Activity Center, in an amount not to exceed $206,330.00, to provide for the operations of the Davison Area Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

7. RES-2025-2037 Approval of an agreement between Genesee County and the Eastside Senior Citizens Association, in an amount not to exceed $206,330.00, to provide for the operations of the Eastside Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

8. RES-2025-2038 Approval of an agreement between Genesee County and Flushing Area Senior Citizens, Inc., in an amount not to exceed $206,330.00, to provide for the operations of the Flushing Area Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

9. RES-2025-2039 Approval of an agreement between Genesee County and Forest Township Area Senior Citizens, Inc., in an amount not to exceed $137,923.00, to provide for the operations of the Forest Township Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

10. RES-2025-2040 Approval of an agreement between Genesee County and Grand Blanc Township, in an amount not to exceed $206,330.00, to provide for the operations of the Grand Blanc Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

11. RES-2025-2041 Approval of an agreement between Genesee County and the Hasselbring Senior Center, in an amount not to exceed $137,923.00, to provide for the operations of the Hasselbring Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

12. RES-2025-2042 Approval of an agreement between Genesee County and the Heart of Senior Citizens Services, in an amount not to exceed $206,330.00, to provide for the operations of the Krapohl Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

13. RES-2025-2043 Approval of an agreement between Genesee County and the City of Linden, in an amount not to exceed $206,330.00, to provide for the operations of the Loose Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

14. RES-2025-2044 Approval of an agreement between Genesee County and Montrose Township, in an amount not to exceed $137,923.00, to provide for the operations of the Montrose Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

15. RES-2025-2045 Approval of an agreement between Genesee County and the Swartz Creek Area Senior Citizens, Inc., in an amount not to exceed $206,330.00, to provide for the operations of the Swartz Creek Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

16. RES-2025-2046 Approval of an agreement between Genesee County and Mundy Township, in an amount not to exceed $137,923.00, to provide for the operations of the Mundy Township Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

17. RES-2025-2047 Approval of an agreement between Genesee County and Thetford Township, in an amount not to exceed $137,923.00, to provide for the operations of the Thetford Senior Center Burton Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

18. RES-2025-2048 Approval of a MOU between Genesee County and the Genesee County Community Action Resource Department (GCCARD), in an amount not to exceed $1,430,096.00, to provide Home Delivered Meals for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.005

19. **RES-2025-2049** Approval of an agreement between Genesee County and the Office of the Genesee County Sheriff, in an amount not to exceed $500,000.00, to provide Elder Abuse and Exploitation Prevention services for Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-995.056

20. **RES-2025-2050** Approval of an MOU between Genesee County and the Office of the Genesee County Probate Court, in an amount not to exceed $85,847.00, to provide for Guardian Ad Litem services and guardianship and conservator reviews in conjunction with the Elder Abuse and Exploitation Prevention services to eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-995.056

21. **RES-2025-2051** Approval of a MOU between Genesee County and The Office of the Genesee County Prosecuting Attorney, in an amount not to exceed $53,200.00, to provide legal services on behalf of senior citizens as referred from the Elder Abuse and Exploitation Prevention Program for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-995.056

22. **RES-2025-2054** Approval of a contract between Genesee County and Alternative Elderly Care, LLC, in an amount not to exceed $450,000.00, to provide In-Home Personal Care and Homemaking Services for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.016

23. **RES-2025-2055** Approval of a contract between Genesee County and Binson's-Valley Supplemental Staffing, Inc,. in an amount not to exceed $730,080.00, to provide In-Home Personal Care and Homemaking Services for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.039

24. **RES-2025-2057** Approval of a contract between Genesee County and Binson's-Valley Supplemental Staffing, Inc., in an amount not to exceed $200,000.00, to provide In-Home Respite Care for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.028

25. **RES-2025-2058** Approval of a contract between Genesee County and Family Services Agency of Mid-Michigan, in an amount not to exceed $260,000.00, to provide Guardianship and Conservatorship Services for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.013

26. **RES-2025-2060** Approval of a contract between Genesee County and the Family Services Agency of Mid-Michigan, in an amount not to exceed $190,000.00, to provide Visually and Hearing-Impaired Services for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.020

27. **RES-2025-2061** Approval of a contract between Genesee County and Family Services Agency of Mid-Michigan, in an amount not to exceed $300,000.00, to Transportation with Liaison services for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.021

28. **RES-2025-2062** Approval of a contract between Genesee County and Legal Services of Eastern Michigan, in an amount not to exceed $329,000.00, to provide Legal Services to eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.024

29. **RES-2025-2063** Approval of a contract between Genesee County and Michigan Community Services, Inc., in an amount not to exceed $120,000.00, to provide Adult Day Care Services for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.027

30. **RES-2025-2064** Approval of a contract between Genesee County and St. Luke's NEW Life Center, in an amount not to exceed $210,00.00, to provide Lawn Care and Snow Maintenance for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.025

31. **RES-2025-2066** Approval of a contract between Genesee County and Valley Area Agency on Aging (VAAA), in an amount not to exceed $293,053.00, to provide Case Management services for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.001

32. **RES-2025-2067** Approval of a contract between Genesee County and the Valley Area Agency on Aging (VAAA), in an amount not to exceed $251,460.00, to provide Intake/Referral Telephone Screen Program and Home Delivered Meal Assessments for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.035

33. **RES-2025-2068** Approval of an agreement between Genesee County and Binson's-Valley Supplemental Staffing, Inc., in an amount not to exceed $65,000.00, to provide In-Home Personal Care and Homemaking Services for eligible Genesee County seniors from September 1, 2025 through September 30, 2026; the cost for this contract will be paid from account 2231-691.00-883.039

34. RES-2025-2069 Approval of a contract between Genesee County and Smith & Klaczkiewicz, in an amount not to exceed $45,000.00, to provide Professional Audit Services for select Genesee County Senior Centers; the cost for this contract will be paid from account 2231-691.00-955.048

35. RES-2025-2082 Approval of an agreement between Genesee County and University of Michigan-Flint Social Work Practicum Experience Affiliation to provide practicum experience opportunities for University students

VIII. OTHER BUSINESS

IX. ADJOURNMENT

Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2100 **Agenda Date:** 8/13/2025 **Agenda #:**

Approval of Meeting Minutes - July 16, 2025

Genesee County
Human Services Committee
Meeting Minutes

Wednesday, July 16, 2025 **5:30 PM** **Harris Auditorium, 1101 Beach St.**

I. CALL TO ORDER

Commisioner Winfrey called the meeting to order at 6:56 PM.

II. ROLL CALL

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

III. APPROVAL OF MINUTES

RES-2025-1977 Approval of Meeting Minutes - June 11, 2025

RESULT: APPROVED
MOVER: James Avery
SECONDER: Delrico J. Loyd

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-2025-1880 Approval of an agreement between Genesee County and the Beecher Board of Education, in an amount not to exceed $740,896.00, to provide for an Early Head Start Program within the Beecher School District; this agreement is fully grant funded

RESULT: REFERRED
MOVER: Martin L. Cousineau
SECONDER: James Avery

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

2. RES-2025-1882 Approval of an agreement between Genesee County and the Charles Stewart Mott Community College, in an amount not to exceed $157,760.00, to provide for an Early Head Start Program at Mott Community College; the term of this agreement is July 1, 2025 through June 30, 2026; the cost of this agreement is fully grant funded and will be paid from account 2801-698.11-801.004

RESULT: REFERRED
MOVER: Martin L. Cousineau
SECONDER: Gary L. Goetzinger

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

3. RES-2025-1889 Approval of an agreement between Genesee County and Go Beyond - Well Family System EMR, in an amount not to exceed $10,450.00, to provide data review and reporting for Genesee County's Healthy Start Initiative; the term of this agreement is August 1, 2025 through July 31, 2026

RESULT: REFERRED
MOVER: James Avery
SECONDER: Delrico J. Loyd

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

4. RES-2025-1901 Approval of an agreement between Genesee County and Shonte Terhune-Smith, in an amount not to exceed $30,000.00, to provide doula-adjacent training and professional development to the Daddy as a Doula facilitator; the term of this agreement is June 1, 2025 through May 31, 2027; the cost of this agreement is grant funded and will be paid from account 2211-607.04-801.000

RESULT: REFERRED
MOVER: James Avery
SECONDER: Martin L. Cousineau

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

5. RES-2025-1903 Approval of an agreement between Genesee County and InvolvedDad, in an amount not to exceed $48,000.00, to provide for education and training for expectant fathers; the term of this agreement is June 1, 2025 through May 31, 2027; the cost of this agreement is fully grant funded and will be paid from account 2211-607.04-801.000

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Gary L. Goetzinger

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

6. RES-2025-1938 Approval of an agreement between Michigan State University for its College of Human Medicine and Genesee County to provide for a clinical training affiliation that encompasses all Michigan State University undergraduate medical programs

RESULT: REFERRED
MOVER: Martin L. Cousineau
SECONDER: James Avery

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

7. RES-2025-1959 Approval of an amendment to a contract between Genesee County and VAAA, in the amount of $73,997.00, to provide additional funding for home delivered and congregate meals for Genesee County seniors

RESULT: REFERRED
MOVER: James Avery
SECONDER: Gary L. Goetzinger

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

8. RES-2025-1965 Approval of a Water Residential Assistance Program grant, in the amount of $27,000.00, to provide water payment assistance to eligible City of Flint residents; the budget for this grant is attached

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

RES-2025-2009 Motion to add RES-2025-2008 to the agenda

RESULT: APPROVED
MOVER: James Avery
SECONDER: Martin L. Cousineau

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

Nay: Commissioner Goetzinger

RES-2025-2007 Approval of a resolution that supports the continuation of funding for the Healthy Start Initiative

RESULT: REFERRED
MOVER: Martin L. Cousineau
SECONDER: James Avery

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

Nay: Commissioner Goetzinger

IX. ADJOURNMENT

The meeting was adjourned at 7:27 PM.

Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: 25-496 **Agenda Date:** 8/13/2025 **Agenda #:**

Flushing Senior Center - Greg Matheson

BRIDGING THE GAP

Balanced Funding for Genesee County Senior Centers

August 13, 2025

As our 2024-2025 fiscal year comes to a close, senior center directors were once again notified there will be no millage funding increase for the 16 centers across the county for the 2025–2026 fiscal year. Unfortunately, this has become a trend over the years, even though there has been a measurable increase in tax revenues.

In terms of millage funding, approximately 90% of millage tax revenues are split between the 16 senior centers and up to 23 senior service providers. While we absolutely recognize the value of the services these providers offer to our seniors, there remains a significant funding disparity between the centers and the providers that cannot be ignored.

Genesee County Senior Centers Include:

- Brennan Senior Center
- Burton Senior Center
- Carman-Ainsworth Senior Center
- Clio Senior Center
- Davison Area Senior Center
- Eastside Senior Center
- Flushing Area Senior Center
- Forest Township Senior Center
- Grand Blanc Senior Center
- Hasselbring Senior Center
- Krapohl Senior Center
- Loose Senior Center
- Montrose Senior Center
- Mundy Township Senior Center
- Swartz Creek Area Senior Center
- Thetford Senior Center

Genesee County Senior Provider Activities Include:

- Adult Day Care
- Audits for Probate Court EAP Program
- Case Management (Assessment and Reassessment Services)
- Elder Abuse Prevention
- Guardianships/Conservatorships/ Payee
- Home Delivered Meals
- In-Home Personal Care & Homemaking Services
- Intake & Telephone Screening Services
- Legal Services
- Prosecuting Services for EAP Program
- Respite Services
- Lawn Care & Snow Removal
- The Disability Network
- Senior Project Fresh
- Interpreter Services
- Visual and Hearing Impaired Services
- Medical Transportation with Liason
- Shred Expert
- Smith & K

Overview - Genesee County Senior Centers

- Each of our 16 senior centers serves as a vital hub where adults aged 50 and older come together to access services and participate in activities that enhance their lives, respond to their diverse needs and interests, enhance their dignity, support their independence, and encourage active community engagement.

- Collectively, the centers offer hundreds of events, classes, and programs each month—ranging from wellness activities and educational workshops to social gatherings and support services. The vast majority of these offerings are available at little or no out-of-pocket cost, ensuring accessibility for all who wish to participate.

Senior Center Requirements Include:

- Level 2 Centers - A minimum of 225 unduplicated members within the first 6 months of the fiscal year.
- Level 3 Centers - A minimum of 900 unduplicated members within the first 6 months of the fiscal year.
- Submission - Monthly Activity Logs - (8 Different Categories)
- Submission - Monthly Programming Logs - Three Categories
  - Education Programs - Level 2 (6) Level 3(10)
  - Health Programs - Level 2 (10) Level 3 (14)
  - Social Services - Level 2 (6) Level 3 (10)
- Offer daily transportation within center boundaries.
- Remain open 5 days per week for a minimum of 40 hours.
- Distribution of monthly newsletters.
- No Required Dues.

Senior Center Millage Funding - Over the Years

- The 16 senior centers received no millage increases from 2008 to 2021.
  - Level 2 Centers - ($113,826) Level 3 Centers - ($170,255)
- In 2021–2022, centers received a 15% increase.
  - Level 2 Centers - ($131,355) Level 3 Centers - ($196,505)
- In 2023-2024, centers received a 5% increase.
  - Level 2 Centers - ($137,923) Level 3 Centers - ($206,330)
- While the centers are grateful for the 21% increase over the past 17 years, it does not match the 49.8% inflation rate during that time.
- Needless to say, current millage funding falls far short of covering the full operational and programming costs of our centers. As a result, each center must rely heavily on the support of local municipalities, grants, private donations, and the dedication of hundreds of volunteers in order to meet the minimum programming and participation requirements set by the county.

Millage Funding Snapshot

2023–2024 Fiscal Year - (October 1, 2023 – September 30, 2024)

- Total Senior Millage Allocation: $8,975,353
- Service Providers:
  - Funding: $5,158,186 (58% of millage allocation)
  - Unduplicated Senior Served: (Est.) 7,789
  - Average Funding - Unduplicated Senior: $662
  - Duplicated Seniors Served: 10,138
  - Average Funding - Duplicated Senior: $509
  - Total Events: Not Available

Millage Funding Snapshot, (cont.)

2023–2024 Fiscal Year - (October 1, 2023 – September 30, 2024)

- Total Senior Millage Allocated: $8,975,353
- Senior Centers:
  - Funding: $2,836,589 (32% of millage funding)
  - Unduplicated Seniors Served: 14,258
  - Average Funding - Unduplicated Senior: $199
  - Duplicated Seniors Served: 18,605
  - Average Funding - Duplicated Senior: $153
  - Total Events: 330,598

Millage Funding Snapshot, (cont.)

2024–2025 Fiscal Year - (October 1, 2024 – September 30, 2025)

- **Total Senior Millage Allocated: $9,539,059**
- **Service Providers:**
  - **Funding: $6,047,658 (63% of millage allocation)**
- **Senior Centers:**
  - **Funding: $2,890,838 (30% of millage allocation)**

Other Findings

- Based on 2023-24 data:
  - There is a significant imbalance in funding between senior centers and service providers. On average, service providers received 3.3 times more millage funding per senior served than the senior centers.
  - In some cases, this disparity is especially stark. Three service providers collectively received $563,240 in millage funding while serving only 106 seniors combined during the fiscal year.
  - Another service provider was awarded $500,000 to serve 274 seniors, and despite not utilizing $115,000 of that allocation, was awarded the same allocation of $500,000 for the 2024–2025 fiscal year.
  - There are also clear geographic disparities in how provider services are distributed. Just 5 of the county's 33 municipalities account for 52% of the 7,789 seniors receiving services from millage-funded service providers, leaving seniors in other areas comparatively underserved.

Other Findings, (cont.)

- Service providers received $889,472 in increases for this fiscal year. Senior centers received no increases.
- Additionally, there appears to be a lack of transparency and consistency in how performance is evaluated across service providers. Unlike senior centers, which are required to meet clearly defined programming and participation benchmarks set by the county, service providers do not appear to be held to similarly measurable performance metrics. This discrepancy raises important questions about accountability, equitable funding, and the overall effectiveness of service delivery.

Looking Ahead - Proposed Funding Framework

- Consider more balanced funding between senior centers and service providers that follows a cost vs. value method. This can include:
  - Sustainability of each program based on:
    - Number or seniors served within each program.
    - Cost per senior served within each program.
- Consider what alternative revenue streams service providers and seniors centers are attempting to access.
- Consider a sliding payment scale for seniors receiving provider services based on income. At this point, I don't believe there are any required costs for any provider services.
- Better scrutinize certain service provider budgets so as to limit mid-year funding increase requests.
- Set similar performance benchmarks for service providers to better determine effectiveness and millage allocation. In particular, set a required minimum for the amount of seniors served.

QUESTIONS?

Greg Matheson

Executive Director
Flushing Area Senior Center
106 Elm Street
Flushing, MI 48433

President
Senior Directors Association
Genesee County

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Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-1902 **Agenda Date:** 8/13/2025 **Agenda #:** 1.

To: Charles Winfrey, Human Services Committee Chairperson

From: Michelle Estell, RS, MSA; Health Officer

RE: Approval of an agreement between Genesee County and Shawna Lee, in an amount not to exceed $30,000.00, to provide program evaluation services at Genesee County's Health Department; the term of this agreement is June 1, 2025 through May 31, 2027; the cost of this agreement is fully grant funded and will be paid from account 2211-607.04-801.000

BOARD ACTION REQUESTED:

Approval of Professional Services Contract between the Genesee County Health Department (GCHD) and Shawna Lee. Contractor will be paid $15,000.00 per year to provide program evaluation services for the Daddy as a Doula (DAD) Initiative for a total of $30,000.00. Contract would be valid from June 1, 2025 through May 31, 2027 to be paid from Funding Account- 2211-607.04-801.000, Funding Source Michigan Health Endowment Fund (MiHEF).

BACKGROUND:

Daddy as a Doula (DAD), aims to improve perinatal outcomes by providing culturally responsive doula-adjacent training to fathers. Project evaluation is required to provide both qualitative and quantitative data related to program outcomes. Data derived from program evaluation assists us in determining program success.

DISCUSSION:

The Daddy as a Doula Initiative will be funded for a 2-year period. Fathers will gain the education and skills to support pregnant individuals during labor, delivery, and the postpartum phase. The DAD Initiative will conduct a minimum of 4 cohort sessions per year, therefore training a minimum of 50 fathers over the course of 2-years. Evaluation methods will be used to gauge participant knowledge before and after the training and to assess overall program outcomes. Genesee County Healthy Start received MiHEF funding for funding cycle June 1, 2025, through May 31, 2027. **No county appropriation is needed.**

IMPACT ON HUMAN RESOURCES:

There is no expected impact on Human Resources.

IMPACT ON BUDGET:

Cost for quality assurance, quality improvement, and evaluation of program outcomes have been allotted in the budget.

IMPACT ON FACILITIES:

There is no expected impact on facilities.

IMPACT ON TECHNOLOGY:

There is no expected impact on technology.

CONFORMITY TO COUNTY PRIORITIES:

The Daddy as a Doula Initiative supports a Healthy, Livable, and Safe Community through the utilization of community services. Efforts that both engage and train fathers are shown to reduce maternal stress, foster emerging father-child bonds, reduce the risk of child abuse, and improve access to care, ultimately promoting healthier families in Genesee County.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Health Officer to authorize entering into a contract between Genesee County and Shawna J. Lee, whereby the contractor will provide evaluation services for the Daddy as a Doula (DAD) Initiative, at a total cost not to exceed $15,000.00 per year for the period commencing June 1, 2025, through May 31, 2027, to be paid from account 2211-607.04-801.000 with no county appropriation required, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: **RFP:24-382 –Healthy Start Evaluation Services**

Coverage Required		Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	$500,000 accidental/disease $1,000,000 policy limit, disease Including Promises/Operations
X	3. General Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
X	4. Professional Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including errors and omissions
	5. Medical Malpractice	$200,000 per occurrence $800,000 in aggregate
X	6. Automobile liability	$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
	7. Umbrella liability/Excess Coverage	$1,000,000 BI & PD and PI
X	8. Genesee County named as an additional insured on other than worker' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
	9. Other Insurance Required:	
X	10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	11. The Certificate must state proposal number and title 24-382	

Insurance Agent's Statement

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

_____ The above required policies carry the following deductibles:

_____

Preferra _____ Liability policies are ***occurrence*** _____ ***claims made*** ***0***

[redacted] **Insurance Company RRG – see attached documents for liability policy coverage and signatures**

Insurance Agent Signature

Prospective Contractor's Statement

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

Shawna J. Lee

Contractor Signature 6/24/24

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.

Preferra
Insurance Company RRG

OCCURRENCE GENERAL LIABILITY POLICY DECLARATIONS

Customer ID:	1KWFR1SZJJ	Named Insured:	Shawna Jo Lee
Policy Number:	G-3TFBM12EVI-07		
Effective Date:	05/24/2024	Address:	1505 Morton Ave Ann Arbor, MI 48104
Expiration Date:	05/24/2025		

General Liability COVERAGE	LIMITS OF LIABILITY	PREMIUM
Per Claim	$1,000,000.00	$179.00
Aggregate	$3,000,000.00	

TOTAL PREMIUM FOR THIS COVERAGE PART: $179.00

THIS IS AN OCCURRENCE POLICY. COVERAGE IS EFFECTIVE UPON RECEIPT OF YOUR FIRST PREMIUM PAYMENT FOR THIS OCCURRENCE GENERAL LIABILITY POLICY. COVERAGE ONLY APPLIES TO PROPERTY DAMAGE, BODILY INJURY, PERSONAL INJURY, ADVERTISING INJURY, AND FIRE LEGAL LIABILITY STATED IN THE AFORESTATED POLICY FORM THAT ACTUALLY OCCUR AND ARE DISCOVERED ON OR AFTER THE DATE OF RECEIPT OF YOUR FIRST PREMIUM PAYMENT FOR THIS SPECIFIC POLICY COVERAGE, AND PRIOR TO THE TERMINATION DATE OF THIS SPECIFIC POLICY COVERAGE.

Authorized Representative:

Tony Benedetto

Tony Benedetto

Brokered and Administered by:

Preferra

The Preferra Insurance Company RRG Inc supports this policy with its full faith, credit and assets.

This policy is reinsured by Swiss Re America.

Swiss Re

Policy Form: ASI-8888-04GL (June 5, 2015);

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Preferra Insurance Company RRG Plan Administrator 1200 East Glen Avenue Peoria Heights, IL 61616-5348	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	PreferRa Insurance Company Risk Retention Group	14366
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Shawna Jo Lee
1505 Morton Ave
Ann Arbor, MI 48104

CUSTOMER ID: 1KWFR1SZJJ | CERTIFICATE NUMBER: G-3TFBM12EVI-07 | REVISION NUMBER: 001

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [ ] EPLI - CLAIMS MADE [ ] EPLI - OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PROJECT [ ] LOC [ ] OTHER	Y	N	G-3TFBM12EVI-07	05/24/2024	05/24/2025	EACH OCCURRENCE	$ $1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ $3,000,000.00
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/ PARTNER/ EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under Description of Operations below	Y/N [ ] N/A					[ ] PER STATUTE [ ] OTHER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER	CANCELLATION
Genesee County 1101 Beach St Flint MI 48502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL PURPOSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

OCCURANCE REPORTED SOCIAL WORKERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY POLICY

This information is completed only when this endorsement is issued subsequent to preparation of the policy:

POLICY CHANGES ARE INDICATED BY AN "X":

[X] Endorsement(s) is/are amended as shown below.

The Additional Insured is hereby added solely for **Damages** arising out of a **Professional Incident** covered under this policy. The **Professional Incident** must arise out of services provided by the **Insured**, under contract with the Additional Insured.

NAME OF ADDITIONAL INSUREDS	ADDRESS OF ADDITIONAL INSUREDS
Genesee County	1101 Beach St Flint, MI 48502

All other terms and conditions of this Policy remain unchanged. This endorsement is part of your Policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Policy: G-3TFBM12EVI-07 Customer ID: 1KWFR1SZJJ

Effective on and after: 05-24-2024

Issued to: Shawna Jo Lee

Expiration: 05-24-2025

General Purpose Endorsement CLE-004, January 1, 2023

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Preferra Insurance Company RRG Plan Administrator 1200 East Glen Avenue Peoria Heights, IL 61616-5348	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Shawna Jo Lee 1505 Morton Ave Ann Arbor, MI 48104	INSURER A: Preferra Insurance Company Risk Retention Group	14366
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

CUSTOMER ID: 1KWFR15ZJJ | CERTIFICATE NUMBER: P-IND1KWFRGMQB3-08 | REVISION NUMBER: 001

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ EPLI - CLAIMS MADE ☐ EPLI - OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/ PARTNER/ EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under Description of Operations below	Y/N ☐	N/A				☐ PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EACH EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability Insurance Retroactive Date: 05-24-2016	N	N	P-IND1KWFRGMQB3-08	05/24/2024	05/24/2025	Per Claim Limit Aggregate Limit State licensing Board Limits	$1,000,000.00 $3,000,000.00 $45,000.00

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

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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GENESEE COUNTY
OFFICE OF FISCAL SERVICES

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

COUNTY OF GENESEE
SOLE PROPRIETOR WORKERS' COMPENSATION RELEASE FORM

I, Shawna J. Lee, 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 (Healthy Start Evaluation Services).

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.

Shawna Lee Digitally signed by Shawna Lee Date: 2024.07.25 17:31:44 -04'00'
Signature (contractor)

7/25/24
Date

Witness (other than relative)

7/25/24
Date

1/14/2016

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? New Contract

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"), Shawna J. Lee, a **Michigan Sole Proprietor**, whose principal place of business is located at 1505 Morton Avenue, Ann Arbor, Michigan 48104 (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on June 1, 2025 and shall be effective through May 31, 2027 (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 **$15,000.00** per year from June 1, 2025 through May 31, 2027) for a total amount of **$30,000.00**. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

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

3.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.

3.3 The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any supporting documentation such as time sheets and receipts for incurred expenses. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

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

5. Contract Administrator

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

6. Warranties

The Contractor warrants that:

6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

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

7. Suspension of Work

7.1 Order to Suspend Performance

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

7.2 Necessary Actions Before Suspension

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

8. Termination

8.1 Termination for Cause

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

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

8.2 Immediate Termination

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

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

8.3 Termination for Convenience

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

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

8.4 Termination for Lack of Funding

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

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

9. Nondiscrimination

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

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by

the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq*., known as the “Freedom of Information Act”.

11. Intellectual Property

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

12. Audit Rights

12.1 Certification of Accurate Information

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

12.2 Inspection

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

12.3 Audit

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

12.4 Records Retention

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

13. Identity Theft Prevention

13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

13.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided*

at the discretion of the County's Risk Manager or other authorized representative of the County.

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of $_1,000,000_____ per occurrence and a $_2,000,000_____ aggregate limit.-. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

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

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than $1,000,000 per occurrence and $1,000,0000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

14.1 Insurance Certificate and Additional Insured Coverage

1. **Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

   Genesee County
   Attn: Risk Management
   1101 Beach Street, Flint, MI 48502

2. **Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.

b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

14.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

15. Independent Contractor

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

16. General Provisions

16.1 Entire Contract

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

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

16.1.3. Exhibit B – The Contractor's Budget

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

16.2 No Assignment

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

16.3 Modification

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

16.4 Binding Effect

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

16.5 Headings

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

16.6 Governing Law and Venue

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

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 Severability and Survival

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

16.9 Interpretation

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

16.10 Remedies

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

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

SHAWNA J. LEE	COUNTY OF GENESEE
By:_____	By:_____
Shawna J. Lee	Delrico Lloyd, Chairperson
Evaluation Consultation Services	Board of County Commissioners
Date:_____	Date:_____

EXHIBIT A
Description of the Services

Work To Be Performed, 6/1/25 – 5/31/27

The total budget for evaluation-related activities is $15,000 per year. This is a 2-year project. The budget includes evaluation activities (described below), as well as participant stipends ($1,000/year) and administrative/overhead costs ($120/month for 12 months, or $1,440/year).

Evaluation activities include the following.

Outputs for Process Evaluation:

1. Tracking of participant recruitment activities.
2. Tracking of participant engagement and satisfaction with the program.
3. Tracking of key stakeholder collaborative efforts and engagement of stakeholders in curriculum development and implementation.

Quantitative Methods:

1. Survey of father demographic data.
2. Survey examining fathers' satisfaction with the content, delivery, and overall experience of the Daddy as a Doula Program.
3. Survey with fathers to measure knowledge, self-efficacy, preparedness, and engagement.

Qualitative Methods:

1. Focus groups and interviews with participating fathers to understand program experiences, relevance of the program to their experiences, program outcomes, and opportunities for improvement.
2. Interviews with maternal and infant health service providers to assess collaboration and sustainability.
3. Interviews with key project partners (i.e., YOLO, InvolvedDad, WIC, Healthy Start).
4. Interviews with Daddy as a Doula trainers to obtain feedback on curriculum content and implementation.

EXHIBIT B
Contractor's Projected Budget
August 1, 2024 to March 31, 2029

Budget
Healthy Start Evaluation Services RFP #24-382

8/1/24 – 3/31/25

	Hrs/Month	Months	Hourly Rate	Total
QI/QA Eval and Data Reporting	22	8	$ 120.00	$ 21,120
Staff Training	3	8	$ 120.00	$ 3,040
Administrative Fee/ Overhead Costs		8	$ 120.00	$ 960
				$ 25,120

4/1/25 – 3/31/29
(Yearly budget)

	Hrs/Month	Months	Hourly Rate	Total
QI/QA Eval and Data Reporting	25	12	$ 120.00	$ 36,560
Staff Training	4	12	$ 120.00	$ 5,760
Administrative Fee/ Overhead Costs		12	$ 120.00	$ 1,440
				$ 43,760

Work Performed

Budget Justification, July 15, 2024 – project completion

QI/QA evaluation personnel costs (time and effort). Includes 22-25.25 hours per month of direct evaluation activities and support, including attendance at all in-person or virtual meetings with Healthy Start QI/QA team, Healthy Start full team meetings, design of survey and evaluation instruments, editing and revising evaluation instruments and evaluation plan, qualitative and quantitative data collection, community mapping, data analysis, report writing, dissemination of evaluation results to team members.

Staff training. Includes 3-4 hours per month for technical assistance and capability building activities such as staff training. The evaluator will conduct 2 technical assistance/ capacity building trainings related to Healthy Start programs and activities each year. Evaluator has conducted previous trainings to the Healthy Start team, both in-person and webinar trainings. These are oriented toward capacity building. Evaluator effort will relate to organizing these events, obtaining guest speakers, creating

EXHIBIT B
Contractor's Projected Budget
August 1, 2024 to March 31, 2029

Overhead and administrative costs. Overhead costs are calculated at $120 per month of service. Overhead costs related to the administration of the QI/QA evaluation and fatherhood program, professional insurance through the NASW, mileage for specific meetings and travel to Flint, purchase of survey instruments or administration software, Dropbox and data storage, costs for non-cash incentives for survey participants, and costs related to printing surveys, text messaging data rates, etc. Also included in overhead and administrative costs: Registration and travel related to Healthy Start related meetings, including the annual Michigan home visiting conference and the National Healthy Start Association meeting, and/or additional trainings and conferences related to Healthy Start QI/QA evaluation and fatherhood.

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2031 **Agenda Date:** 8/13/2025 **Agenda #:** 2.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of the contract between Genesee County and the City of Burton, in an amount not to exceed $206,330.00, to provide for the operations of the Burton Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

BOARD ACTION REQUESTED:

The Genesee County Department of Senior Services (GCDOSS) requests approval of the contract between Genesee County and the City of Burton to run the Burton Senior Center for the fiscal year 2025-2026 in the amount not to exceed $206,330.00.

BACKGROUND:

This annual contract allows the senior centers to receive reimbursement for approved budgeted monthly expenses from the Genesee County Senior Millage.

DISCUSSION:

The City of Burton is a local unit of government that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community at the Burton Senior Center.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. #2231-691.00-867.000

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of

seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact on their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 contract between Genesee County and the City of Burton to fund the Burton Senior Center for the term commencing October 1, 2025, through September 30, 2026, in an amount not to exceed $206,330.00 to be paid from account #2231-691.00-867.000, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

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? New for FY 2025-2026

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.

CONTRACT BETWEEN

The County of Genesee,
a Municipal Corporation,
Acting By and Through
Genesee County Department of Senior Services
324 South Saginaw Street, Suite 7A
Flint, Michigan 48502

And

City of Burton
4303 South Center Road
Burton, Michigan 48519
A Local Unit of Government
hereinafter referred to as the "OPERATING ENTITY,"
the entity operating the **Burton Senior Center,**
hereinafter referred to as the "Senior Center" or "**CENTER."**
The COUNTY and OPERATING ENTITY together hereinafter referred to as the
"PARTIES."

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

WHEREAS, the Genesee County Board of Commissioners adopted a 2025-2026 Senior Millage – Senior Center Program ("Program") budget with the objective of providing Senior Citizen Services Millage (the "Senior Millage") funds to county senior centers for the purpose of increasing and enhancing senior citizen services, beyond those offered by senior centers prior to the Senior Millage, with funding from the Senior Millage previously authorized by the electorate of Genesee County; and

WHEREAS the objective of the Senior Millage is to fund services that improve the health, safety, and quality of life for Genesee County residents aged 60 years or older; and

WHEREAS Genesee County hereinafter referred to as the "COUNTY" is responsible for administering and expending the Senior Millage as adopted and amended by the Genesee County Board of Commissioners, and for assuring compliance with Program requirements; and

WHEREAS the OPERATING ENTITY operates a CENTER that has been designated as a preferred focal point for comprehensive and coordinated service to seniors in their own neighborhood; and

WHEREAS the OPERATING ENTITY has adequately represented in its application to the COUNTY that it intends to undertake or continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, because the objectives of the Program coincide with the objectives of the OPERATING ENTITY, the two parties have, therefore, entered this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, the parties agree as follows:

1. The Contract term commences on October 1, 2025, and continues through September 30, 2026. The Contract is effective upon approval by the Genesee County Board of Commissioners.

   The County has the option to extend this Contract for one (1) additional one-year term (the "Extension Term"). The Senior Services Director is authorized to execute the Extension Term on behalf of Genesee County.

2. The OPERATING ENTITY agrees to accept the terms of this Contract and those stated in its submitted application for Senior Millage funding and further agrees to perform the services described in this Contract, the Center's application, and in the attachments listed below, all of which are incorporated by reference to this Contract:

Attachment A:	2025-2026 Senior Millage – Senior Center Program Budget & Revenue Sheet
Attachment B:	2025-2026 Senior Millage – Senior Center Program Monthly Reimbursement Request Form
Attachment C:	ICHAT Form
Attachment D:	Genesee County Senior Services Purchasing Regulations and Genesee County Travel Regulations
Attachment E:	Levels of Monthly Service and Programming Definitions
Attachment F:	Monthly MySeniorCenter Activity log report

   This document governs if a conflict exists between this document and those incorporated by reference or the application.

3. The OPERATING ENTITY agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure that the use of Senior Millage funds complies with all 2025-2026 Senior Millage – Senior Center Program requirements, and further agrees to perform within the policies applicable to program requirements stated:

   a. Senior Centers shall continue to provide the level of service to maintain the associated funding level. For centers failing to meet the benchmarks for two consecutive months following notification, the funding may be reduced to the dollar amount calculated for the level of service.

b. Senior Centers may solicit and accept funds such as donations from many sources including foundations, the public or private sector, individuals, fundraiser events, and other activities, to enhance center programming and operations. Membership fees may also be classified as donations if the service included as part of the fee is offered by the senior center to seniors who choose to not purchase a membership. A center's request for donations shall not be directly tied to the provision of a millage-supported service nor shall a donation result in undue influence over a center for the donating party's private or personal interests. The OPERATING ENTITY shall, within 30 days of receipt of funds, disclose to Genesee County all funds received as alternate sources of income, including donations, membership fees, and revenue.

4. The COUNTY agrees to award the OPERATING ENTITY a total amount not to exceed $206,330.00 for the full term of the Contract for support of services for seniors through the expenditures described in the approved budget submitted by the OPERATING ENTITY, Attachment A to this Contract, said amount to be disbursed and reimbursed as stated in paragraphs 5 of this Contract; subject, however, to limitations contained in this Contract as to the use of Senior Millage funds and possible termination of the Contract due to failure to comply with Program requirements. This Operating Entity is awarded $206,330.00 and is funded at Level 3.

5. The OPERATING ENTITY shall submit to the COUNTY monthly Reimbursement Request Reports, using the format provided in Attachment B of this Contract. All 2025-2026 Program funds will be reimbursed by the COUNTY to the OPERATING ENTITY based on approval of monthly reimbursement requests as documented by invoices and other supporting documentation. Monthly supporting documentation includes the following but is not intended to be all-inclusive: time sheets, copies of payroll/invoices, bank statements, canceled checks, credit card statements, and profit and loss statements. Monthly reimbursement payments will begin in November 2025 for October reimbursements, or as soon thereafter as requests are submitted and approved.

   a. The total amount of fees collected for any program, class, or event for which Senior Millage reimbursement is sought shall be noted on the reimbursement request and deducted from the submitted cost.

   b. All operating and equipment expenditure reimbursement requests for credit and/or debit card purchases must be made using a card issued in the name of the senior center or the municipality under the governing body. Each reimbursement request must include a copy of the full credit or debit card invoice and a copy of the issued check.

   c. OPERATING ENTITY shall not be reimbursed for any reimbursement request including a receipt or invoice in which a portion of the receipt or invoice has been redacted, obscured, or blacked out.

6. The OPERATING ENTITY agrees to purchase, maintain, and utilize MySeniorCenter software for intake, compiling, and reporting of attendance and programming statistics. All users will complete and sign the MySeniorCenter policy before access is given to the database. A monthly activity report provided in Attachment F must be submitted no later than the 5th of every month.

7. 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. The COUNTY may, at its discretion and upon reasonable notice, require the OPERATING ENTITY to complete reports additional to those attached to this Contract regarding the CENTER'S expenses and activities.

8. The following criteria apply for reimbursements:

    a. The monthly reimbursement will not exceed 1/12 of the total funding award unless the Operating Entity has obtained prior approval from the Department of Senior Services. If the Center or Operating Entity is found to be in noncompliance, reimbursement requests may not receive approval until the concern (s) of non-compliance are corrected to the satisfaction of the County.

    b. 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.

    c. Senior Millage funds may not be used to buy gifts or gift cards for employees, interns, senior citizen participants, or board members. Senior Millage funds cannot be used for volunteer or intern stipends, or housing.

    d. All requested reimbursement receipts for this Contract term must be received by the Department of Senior Services by October 31, 2026, including utility payments. Receipts received after this date will not be reimbursed. Submitted items must be invoices or receipts; purchase orders are not reimbursable.

    e. Subject to subparagraph 8d above, reimbursement requests must be submitted within 90 days of the date of service of the activity for which reimbursement is sought, or within 45 days of the date of invoice or receipt, whichever occurs later. Exceptions apply to requests related to annual bills, memberships, or services extending beyond the current fiscal year. This includes but is not limited to payroll, utility bills, phone bills, software subscriptions, memberships, service contracts, trainings

or conferences, and credit card purchases. The remaining portions of the reimbursement requests may be submitted at the start of the following fiscal year.

f. Monthly reimbursement requests can include no more than two months of supplies for the center, including office, operating, or food supplies.

g. All equipment purchases and any facility improvements must be purchased and/or completed by August 2026, to allow Department of Senior Service staff to confirm purchases and improvements before the end of the fiscal year.

h. Senior Millage funds may not be used to purchase daily meals for the senior center without prior approval from the Department of Senior Services.

9. The OPERATING ENTITY agrees to document all revenue. Monetary transactions (cash or check) must be documented, and a receipt issued. Keep documentation related to revenue such as receipts on-site at the CENTER for review by the Department of Senior Services.

10. The OPERATING ENTITY 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. All budget adjustments must be approved by the Department of Senior Services, not to exceed $29,999,99. The Board of Commissioners' approval is required for budget amendments over the amount of $30,000.

11. The OPERATING ENTITY agrees to provide to all Genesee County senior residents aged 60 and over wishing to use services at the CENTER, without any fee differential based on where within the County the senior citizen resides, and a minimum of activities per month for Level 3 and Level 2, respectively for the following services: educational programs (10, 6); health programs (14, 10); and social services (10, 6). Each center will continue support groups, legal services, and health screenings. By March 31, 2025, each center must reach 90% of its required yearly unduplicated count. Level 3 – 1,000: 900; Level 2 – 250: 225.

12. The OPERATING ENTITY agrees to offer and have available daily, congregate meals and/or nutritional programs; transportation services which may be provided by the CENTER or through the Mass Transportation Authority.

13. The OPERATING ENTITY agrees to adhere to senior programming, state, and federal guidelines, and regulations, including but not limited to meal regulations.

14. The OPERATING ENTITY agrees to employ a full-time, on-site Director of the CENTER.

15. The OPERATING ENTITY agrees to keep the CENTER open and accessible to seniors a minimum of forty (40) hours; 5 days per week, except for County or State recognized holidays or other local units of government-approved building closures. Programming must be scheduled for a minimum of forty (40) hours per week.

16. The OPERATING ENTITY agrees to implement the 2025-2026 Program in accordance with the projected budget contained in its application and included as Attachment A to this Contract, subject to any prior approval limitations set forth therein.

17. The OPERATING ENTITY agrees to implement appropriate and adequate methods to evaluate and report on its operational and programmatic performance, including, but not limited to, individual activity participation numbers of seniors, financial record keeping, revenue and expenditures incurred, local maintenance of effort commitments and other applicable supportive documentation of expenditures supported by 2025-2026 Program funds.

18. The OPERATING ENTITY agrees to perform criminal background checks annually 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. See Attachment C. 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 Operating Entity agrees to perform yearly criminal background checks on all board members. See Attachment C. The OPERATING ENTITY 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.

19. The OPERATING ENTITY agrees to perform tests for tuberculosis for all paid staff and volunteer workers who will have direct contact with food preparation and/or distribution tasks and shall submit to the COUNTY proof of said tests within 15 days of their commencement. All other paid staff and volunteers are only required to have a tuberculosis test at the time of hire. It is recommended that all paid staff and volunteers are tested for tuberculosis on an annual basis. The OPERATING ENTITY further agrees that individuals having positive test results will not be permitted to continue in such functions.

20. The OPERATING ENTITY agrees to perform face-to-face CPR/FIRST AID and AED training for all paid staff and contracted employees (excluding instructors and seasonal workers) and shall submit to the COUNTY proof of training within 30 days of their commencement. The OPERATING ENTITY agrees to have on-site an AED machine.

21. The OPERATING ENTITY agrees to comply with mandatory fire, safety, public health codes and standards and local building codes, and to provide annually evidence of continued compliance with current documentation, certifications and/or licenses, as applicable.

22. The OPERATING ENTITY agrees to include the **exact** statement and the Genesee County logo in all printed materials, newsletter, program and registration materials, special events, center's website, advertisements, program presentations, 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.***"

23. The OPERATING ENTITY agrees to email the monthly newsletter by the 5th of each month to the Department of Senior Services. The OPERATING ENTITY also agrees to allow the Department of Senior Services or their Commissioner to place an ad in the newsletter six times per year with statistics or correspondence concerning programs funded by the Senior Millage.

24. The OPERATING ENTITY shall complete the expenditures described in its approved budget (Attachment A of this Contract) no later than the end of the Program Year, September 30, 2026.

25. The OPERATING ENTITY acknowledges that, at any time, the COUNTY may withhold payment of reimbursements if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with any Program requirements. In addition, any funds provided pursuant to the 2025-2026 Program are subject to repayment to the COUNTY if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with Program requirements at any time during the 2025-2026 Program period or a prior period.

26. The COUNTY may terminate this Contract without notice at any time during the Contract term if it determines that the OPERATING ENTITY has failed to

substantially comply with Contract requirements. At the COUNTY'S option, the OPERATING ENTITY may be given fourteen (14) days' notice and the opportunity to cure the deficiencies in its Program. Furthermore, this Contract may be terminated by the County for any reason related to changing objectives of the Senior Services Program or due to diminution of funds by giving the OPERATING ENTITY written notice of the effective date of termination. All costs and liabilities associated with this Contract will cease as of the effective date of termination. Requests for funding for costs up to that date will be subject to the COUNTY assessment of acceptability.

27. This Contract may be modified by the parties only by a written document signed by authorized representatives.

28. The OPERATING ENTITY agrees that, during its tenure and for one year thereafter, none of its members, officers, or employees who exercise any functions or responsibilities with respect to the performance of the activities which are subject to this Contract shall have any interest, direct or indirect, in any subcontract or the proceeds thereof for work to be performed in connection with this Contract. The OPERATING ENTITY further agrees to incorporate a provision prohibiting such interest in all subcontracts regarding the performance of such activities.

29. The OPERATING ENTITY agrees that no individual who serves as a member of the governing board or is a member of a Board Committee or advisory committee may be employed as a staff member during his/her term of office. The OPERATING ENTITY further agrees that no Senior Millage funds shall be used to pay for the services of any employee or contractor who is a member of the immediate family of a member of the OPERATING ENTITY's governing board or of the director of the CENTER unless the individual was hired before the year 2006 and has been in continuous employment with the CENTER since being hired. A member of an immediate family shall include any of the following persons: Husband, Wife, Father Father-in-law, Mother, Mother-in-law, Sister, Sister-in-law, Brother, Brother-in-law, Son, Son-in-law, Daughter, Daughter-in-law, niece, nephew, grandchildren, aunt, uncle, cousin, stepparent, step-sibling, or domestic partner.

30. The OPERATING ENTITY agrees that no individual who serves as a member of the OPERATING ENTITY's governing board or is a member of a board committee or advisory committee will receive any payment for services from the OPERATING ENTITY.

31. The OPERATING ENTITY agrees that the Director of the CENTER will be an employee of the OPERATING ENTITY and will not hold a voting position on the governing board of the OPERATING ENTITY. The OPERATING ENTITY further agrees that the Director shall have no authority regarding the selection, evaluation, nomination, appointment, or election of any member of the governing board. It shall be the responsibility of the governing board to review and approve decisions by the Director.

32. The OPERATING ENTITY and its employees are not Genesee County employees.

33. The OPERATING ENTITY shall comply with all federal, state, or local laws, regulations and standards, processes, and any amendments thereto, as they may apply to the performance of this Contract.

34. The OPERATING ENTITY agrees to adhere to its own procurement standards or, in the absence of such acceptable standards, to the Genesee County Senior Services Purchasing Regulations as set forth in Attachment D to this Contract. The OPERATING ENTITY 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 D to this Contract. Notwithstanding the preceding, no reimbursements for overnight travel or travel outside of Genesee County shall be made from Senior Millage funds without prior approval of the Genesee County Board of Commissioners. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.

35. The OPERATING ENTITY agrees to allow the COUNTY to enter a contract with a firm to administer an annual Audited Financial Report of the CENTER operations. It is understood that a copy of the audit is required as part of the application for funding. No reimbursements for the performance period of this Contract will be made prior to a copy of the audit being provided. The OPERATING ENTITY shall submit a copy of the filed 990, 1099, and W-2 forms for the current year.

36. The OPERATING ENTITY 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 events of the senior center in a non-candidate capacity.

vii. Supporting the Senior Millage

37. The OPERATING ENTITY 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 in one instance, shall not constitute automatic future waiver regarding the requirements of this paragraph. 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 $250.00 or more per unit. Equipment purchases not included in the submitted budget are automatically unapproved unless a formal budget amendment is submitted to the Senior Services Director.

38. The OPERATING ENTITY 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 OPERATING ENTITY 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 OPERATING ENTITY of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.

39. The OPERATING ENTITY shall indemnify, defend, and hold harmless the COUNTY against any and all expenses and liability of any kind which the

COUNTY may sustain, incur, or be required to pay to arise out of this Contract; provided, however, that the provision of this paragraph shall not apply to liabilities or expenses caused by, or resulting from, the willful or negligent acts or omissions of the COUNTY or any of its officers or employees. Further, in the event the OPERATING ENTITY becomes involved in, or is threatened with, litigation related to this Contract, or the activities supported by the 2025-2026 Senior Millage – Senior Center Program, the OPERATING ENTITY shall immediately notify the COUNTY, wherein the COUNTY may enter into such litigation to protect the interests of the COUNTY as they may appear.

40. The OPERATING ENTITY shall not discriminate against any employee or applicant for employment with respect to hiring, 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 (including, but not limited to, pregnancy, sexual orientation, or gender identity), disability, marital status, height, weight, or genetic information.

41. The OPERATING ENTITY agrees that the COUNTY may, at reasonable times and without notice, visit and inspect the CENTER and discuss or survey the CENTER'S activities with seniors who agree to participate.

42. The OPERATING ENTITY gives the COUNTY, or any other representatives designated by the COUNTY, the right to visit the CENTER at reasonable times and without notice, to examine all records, books, and papers related to the performance of activities which are the subject of this Contract.

43. The OPERATING ENTITY acknowledges that the COUNTY as a public body is 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 OPERATING ENTITY 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.

44. 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.

45. The Contract Administrator of this Contract is the Senior Services Director, Lynn M. Radzilowski. Obligations of or to the COUNTY in this Contract will be performed by or provided to, the Contract Administrator, or her designee.

The individual or officer signing this Contract certifies by their name that they are authorized to sign this Contract on behalf of the responsible governing board, official, entity, or contractor.

COUNTY OF GENESEE

By:_____
Delrico Loyd, Chairperson
Genesee County Board of Commissioners

_____
Date

CITY OF BURTON

By:_____
Duane Haskins, Mayor
City of Burton

_____
Date

Attachment A for Contract: 2025 - 2026 Budget and Administration

	2024-2025 Budget Revenue	2025-2026 Proposed Revenue
Name of Senior Center:		
Burton Senior Center		
	$ 206,330.00	$ 206,330.00
SUBTOTAL	**$ 206,330.00**	**$ 206,330.00**
General Fund	$ 220,000.00	$ 300,000.00
Local School District	$ -	$ -
Local Special Millage	$ -	$ -
In-Kind Value	$ -	
LEASE/	$ -	
VAN GAS		
		$ -
Federal CDBG	$ 18,100.00	$ 20,121.00
State of Mich. Office of Services to the Aging	$ -	$ -
Michigan Department of Transportation	$ -	$ 9,109.00
Valley Area Agency on Aging	$ -	$ -
Private Contributions/Donations	$ 6,000.00	$ 6,000.00
Special Projects Grants	$ -	
ARPA SC Improvements Grant		$ 100,000.00
		$ -
Program Service Fees / TRAVEL	$ -	
Rental Income	$ 9,000.00	$ 9,000.00
Interest Income	$ 3,000.00	$ 10,000.00
Membership	$ -	
Newsletter Fees	$ -	$ -
Fundraising Events	$ -	$ -
Other Revenue Sources	$ 950.00	$ 1,400.00
MEMORIALS/COMMISSIONS		
SUBTOTAL	**$ 257,050.00**	**$ 455,630.00**
	$ -	**$ -**
Total Revenue	**$ 463,380.00**	**$ 661,960.00**
Identify the supporting Local Unit of Government(s):	City of Burton	

Name of Center: Burton Senior Center	FY 2024-2025 Senior Millage Budget	Proposed FY 2025-2026 Senior Center Budget Expenditures - Senior Millage
ADMINISTRATION		
Salaries – Administrative	$ 53,000.00	$ 53,479.57
Salaries – Support Staff	$ -	$ -
Jennifer Ackley, Asst. Director, 100%	$ 49,000.00	$ 36,235.36
Ruth Dorris & Thomas Austin, Part-time Van Drivers, 100%	$ 15,870.00	$ 21,840.00
Brandy Ruth, Controller, 20%	$ 20,052.00	$ 14,485.27
Buck Coultas, Bldg Maintenance, 5%	$ 2,639.00	$ 3,181.02
Fringes -- Employer FICA	$ 10,318.00	$ 9,885.42
Fringes – Medical	$ 18,951.00	$ 26,650.69
Fringes – Other	$ 36,000.00	$ 40,133.95
SUBTOTAL	$ 205,830.00	$ 205,891.28
PROGRAMMING		
Special Projects / Events	$ -	
Volunteer Expenses	$ -	$ -
SUBTOTAL	$ -	$ -
OPERATIONS		
Facility Maintenance	$ -	$ -
	$ -	$ -
Equipment Maintenance	$ -	$ -
Grounds Maintenance	$ -	$ -
Insurances & Bonds	$ -	$ -
Legal Services	$ -	$ -
Memberships / Publications	$ -	$ -
Office Supplies	$ -	$ -
Operating Supplies	$ -	$ -
Postage	$ -	$ -
Service Contracts/Licenses	$ -	$ -
Phone/ Fax/ Internet/ Web Services	$ -	$ -
Vehicle Maintenance / Insurance	$ -	$ -
Outreach	$ -	$ -
		$ -
SUBTOTAL	**$ -**	**$ -**
COMPUTERS SOFTWARE		
XAVUS SOLUTIONS	$ 500.00	$ 438.72
Equipment Purchases	$ -	$ -
SUBTOTAL	$ 500.00	$ 438.72
TOTAL AWARD EXPENDITURES	**$ 206,330.00**	**$ 206,330.00**

2025-2026 SENIOR MILLAGE MONTHLY REIMBURSEMENT REQUEST

Senior Center: Burton Senior Citizens Center

Pay to (Operating Entity): City of Burton

Mail Address: 4303 S. Center Road

Burton, MI 48519

2025-2026 SENIOR MILLAGE FUND BALANCE

2025-2026 Millage Allocation: $ 206,330.00

Funds Previously Requested

Balance Remaining Prior to this Request:

Time Period of Expenditures for this Request: October 1 - October 31, 2025

Total Claimed in this Request: $ -

Balance Remaining After this Request: $ -

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

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number / Confirmation of Payment
ADMINISTRATION EXPENDITURES			
SUBTOTAL - ADMINISTRATION	$ -		
PROGRAMMING EXPENDITURES			
SUBTOTAL - PROGRAMMING	$ -		

ATTACHMENT B 2025-2026 SENIOR MILLAGE SENIOR CENTER MONTHLY REIMBURSEMENT REQUEST FORM

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number -- Confirmation of Payment
OPERATIONS EXPENDITURES			
SUBTOTAL - OPERATIONS	$ -		
EQUIPMENT PURCHASES EXPENDITURES			
SUBTOTAL - EQUIPMENT	$ -		
TOTAL MONTHLY EXPENDITURES	$ -		
TOTAL MONTHLY REIMBURSEMENT REQUEST	$ -		

GENESEE COUNTY
SENIOR SERVICES

County Administration Building
324 S. Saginaw St.
7th Floor - Suite 7A
Flint, Michigan 48502
(810) 424-4478

Lynn M. Radzilowski
Director

Authorization for Michigan ICHAT
(Internet Criminal History Access Tool)

Reason for ICHAT (please circle one): Employment Volunteer
Other:_____

First Name: _____ **Middle Name:** _____ **Last Name:** _____

Date of Birth: _____ **Race:** _____ **Gender:** _____

Other Last Name(s): _____
Other First Name(s): _____
Other Middle Initial: _____

Senior Center _____

I authorize the Genesee County Department of Senior Services and/or its agents to conduct a background check, including, but not limited to, the information I have indicated above. I understand that the information obtained will be used for lawful purposes only.

□ By checking this box, I authorize the Genesee County Department of Senior Services to perform annual background checks while volunteering or employed at the senior center, and I release all persons, companies, or agencies from any liability that may result from furnishing such information.

_____ _____
Signature of Applicant **Date**

_____ _____
Witness **Date**

Please return original to:

Department of Senior Services
324 S. Saginaw St.
7th Floor – Suite 7A
Flint, MI 48502

Genesee County Purchasing Regulations:

https://cms3.revize.com/revize/geneseenew/PURCHASING%20REGULATIONS%208222016.pdf

Genesee County Travel Regulations:

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

2025-2026 Levels of Service - Senior Citizen Centers

	Minimum Average Number of Activity / Service Type Provided Each Month		
Activity / Service Type	**Level 3**	**Level 2**	**Level 1**
Education	10	6	4
Health	14	10	8
Nutrition	Available	Available	Available
Transportation	Available	Available	Available
Social Services	10	6	Available
Outreach	Distribute Newsletter	Distribute Newsletter	Distribute Newsletter
Reports of Participation	MySeniorCenter	MySeniorCenter	Sign-in sheets
Volunteerism / Planning	Available	Available	Available
Support Groups	Available	Available	Not Required
Legal Services	Available	Available	Not Required
Health Screenings	Available	Available	Not Required
Unduplicated Seniors	1,000+	250+	100+

Programming Definitions

Education – A class or seminar **lead by an instructor** to show "how to do" or give information on a specific topic. Education examples but are not limited to:

Computer Classes, Craft Classes, Driver Safety Classes, Quilting or Sewing Classes, Gardening, Investments, Tech Class, Painting Classes, Music Lessons, Woodshop, Woodcarving, Diabetic Classes

Health – Services/Classes/Exercise – Programming which falls under medical services. Health examples but are not limited to:

Brain Games, Chess, Puzzles, Vaccinations, Exercise, Dance Classes, Tai Chi, Yoga, Wii Games, Podiatrist,

Chiropractor, Health Screenings (blood pressure, blood sugar, vision, hearing, etc.)

Nutrition Services – Provision for healthy meals and healthy eating, which includes but is not limited to:

Congregate Meals, Senior Center Meals, Cooking Classes, Food Pantry, Commodities, TEFAP, Senior Project Fresh, Nutrition education

Transportation – Transportation is limited to transporting older adults in Senior Center vehicles or MTA transportation set up through the senior center. A ride is considered as one way. *Example – You pick up Jan Doe at her home to the Senior Center. She has requested to go to the post office and then to her home. This would be logged as three rides*. Transportation does not include rented Motorcoach Transportation. Transportation includes but not limited to:

Grocery shopping, to/from the senior Center, Doctor/Medical appointments, Personal needs

Socialization – Programming to enhance the older adult's social experience. Socialization includes but is not limited to:

Bingo, Cards, Entertainment events, Coffee/socializing, social groups such as knitting/crocheting without

Instructor, travel programs

Social Services – Services performed (one to one) by volunteers or staff personnel. Social services include but are not limited to:

Housing information, Intake – Assessment and Referral*, Legal Services, My Bridges, Medicare Part D, MMAP, Tax Assistance, Medical Loan Closet, Support Groups*, CHAP/Social Workers, Medical Program

Registration (Genesee Health Plan Dental, Advanced Care Planning, etc.)

Outreach – Outreach includes but is not limited to:

Newsletters, Presentations/Speaking engagements regarding the Senior Center, Information and Assistance, Marketing efforts, Senior Center Website visits

Volunteerism – Unpaid service to the Senior Center, includes but are not limited to:

Center maintenance, AARP tax volunteers, Committee/Board members, Reception Desk/Greeters, Instructors, Kitchen help

** - It is understood a program may fall withing the definition of more than one area. It should be used in only one category per month.* ***Example****: you normally put line dancing in Health however, during the month of February you had plenty of events in health but needed extra in education. For the month of February, you could move line Dancing from Health and put it under Education. For unduplicated yearly statistics the event would only be used in one category.*

** - Not to be confused with Information and Assistance.*

2025-2026 Senior Millage Monthly Activity Log

Number of New Senior Participants During This Activity Period:	
Number of Duplicated Senior Participants During This Activity Period:	
Cumulative Number of Unduplicated Senior Participants Year to Date:	

Senior Center Name:	**Month:**

Education Activities			Health Activities			Nutrition Activities			Transportation Activities			Social Services			Outreach			Volunteerism/Planning		
Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Units	Activity Title	Activity Frequency	# of Hours of Service
Total Education	**0**	**0**	**Total Health**	**0**	**0**	**Total Nutrition**	**0**	**0**	**Total Transportation**	**0**	**0**	**Total Social Services**	**0**	**0**	**Total Outreach**	**0**	**0**	**Total Volunteer/ Planning**	**0**	**0**

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2033 **Agenda Date:** 8/13/2025 **Agenda #:** 3.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of an agreement between Genesee County and the Brennan Elm Park Senior Community, in an amount not to exceed $137,923.00, to provide for the operations of the Brennan Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

BOARD ACTION REQUESTED:

The Genesee County Department of Senior Services (GDOSS) requests approval of the contract between Genesee County and the Brennan Elm Park Senior Community. (Brennan Senior Center) for the fiscal year 2025-2026 in the amount not to exceed $137,923.00.

BACKGROUND:

This annual contract allows the senior centers to receive reimbursement for approved budgeted monthly expenses from the Genesee County Senior Millage.

DISCUSSION:

The Brennan Elm Park Senior Community is a non-profit corporation that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community at the Brennan Senior Center.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. #2231-691.00-867.001

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact on their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 contract between Genesee County and the Brennan Elm Park Senior Community Corporation to fund the Brennan Senior Center for the term commencing October 1, 2025, through September 30, 2026, in an amount not to exceed $137,923.00 to be paid from account #2231-691.00 -867.001, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

CONTRACT BETWEEN

The County of Genesee,
a Municipal Corporation,
Acting By and Through
Genesee County Department of Senior Services
324 South Saginaw Street, Suite 7A
Flint, Michigan 48502

And

Brennan Elm Park Senior Community Corporation
1301 Pingree Avenue
Flint, Michigan 48503
A Michigan Non-profit Corporation
hereinafter referred to as the "OPERATING ENTITY,"
the entity operating the **Brennan Senior Center,**
hereinafter referred to as the "Senior Center" or "**CENTER."**
The COUNTY and OPERATING ENTITY together hereinafter referred to as the
"PARTIES."

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

WHEREAS, the Genesee County Board of Commissioners adopted a 2025-2026 Senior Millage – Senior Center Program ("Program") budget with the objective of providing Senior Citizen Services Millage (the "Senior Millage") funds to county senior centers for the purpose of increasing and enhancing senior citizen services, beyond those offered by senior centers prior to the Senior Millage, with funding from the Senior Millage previously authorized by the electorate of Genesee County; and

WHEREAS the objective of the Senior Millage is to fund services that improve the health, safety, and quality of life for Genesee County residents aged 60 years or older; and

WHEREAS Genesee County hereinafter referred to as the "COUNTY" is responsible for administering and expending the Senior Millage as adopted and amended by the Genesee County Board of Commissioners, and for assuring compliance with Program requirements; and

WHEREAS the OPERATING ENTITY operates a CENTER that has been designated as a preferred focal point for comprehensive and coordinated service to seniors in Genesee County; and

WHEREAS the OPERATING ENTITY has adequately represented in its application to the COUNTY that it intends to undertake or continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, because the objectives of the Program coincide with the objectives of the OPERATING ENTITY, the two parties have, therefore, entered this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, the parties agree as follows:

1. The Contract term commences on October 1, 2025, and continues through September 30, 2026. The Contract is effective upon approval by the Genesee County Board of Commissioners.

   The County has the option to extend this Contract for one (1) additional one-year term (the "Extension Term"). The Senior Services Director is authorized to execute the Extension Term on behalf of Genesee County.

2. The OPERATING ENTITY agrees to accept the terms of this Contract and those stated in its submitted application for Senior Millage funding and further agrees to perform the services described in this Contract, the Center's application, and in the attachments listed below, all of which are incorporated by reference to this Contract:

Attachment A:	2025-2026 Senior Millage – Senior Center Program Budget & Revenue Sheet
Attachment B:	2025-2026 Senior Millage – Senior Center Program Monthly Reimbursement Request Form
Attachment C:	ICHAT Form
Attachment D:	Genesee County Senior Services Purchasing Regulations and Genesee County Travel Regulations
Attachment E:	Levels of Monthly Service and Programming Definitions
Attachment F:	Monthly MySeniorCenter Activity log report

   This document governs if a conflict exists between this document and those incorporated by reference or the application.

3. The OPERATING ENTITY agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure that the use of Senior Millage funds complies with all 2025-2026 Senior Millage – Senior Center Program requirements, and further agrees to perform within the policies applicable to program requirements stated:

   a. Senior Centers shall continue to provide the level of service to maintain the associated funding level. For centers failing to meet the benchmarks for two consecutive months following notification, the funding may be reduced to the dollar amount calculated for the level of service.

b. Senior Centers may solicit and accept funds such as donations from many sources including foundations, the public or private sector, individuals, fundraiser events, and other activities, to enhance center programming and operations. Membership fees may also be classified as donations if the service included as part of the fee is offered by the senior center to seniors who choose to not purchase a membership. A center's request for donations shall not be directly tied to the provision of a millage-supported service nor shall a donation result in undue influence over a center for the donating party's private or personal interests. The OPERATING ENTITY shall, within 30 days of receipt of funds, disclose to Genesee County all funds received as alternate sources of income, including donations, membership fees, and revenue.

4. The COUNTY agrees to award the OPERATING ENTITY a total amount not to exceed $137,923.00 for the full term of the Contract for support of services for seniors through the expenditures described in the approved budget submitted by the OPERATING ENTITY, Attachment A to this Contract, said amount to be disbursed and reimbursed as stated in paragraphs 5 of this Contract; subject, however, to limitations contained in this Contract as to the use of Senior Millage funds and possible termination of the Contract due to failure to comply with Program requirements. This Operating Entity is awarded $137,923.00 and is funded at Level 2.

5. The OPERATING ENTITY shall submit to the COUNTY monthly Reimbursement Request Reports, using the format provided in Attachment B of this Contract. All 2025-2026 Program funds will be reimbursed by the COUNTY to the OPERATING ENTITY based on approval of monthly reimbursement requests as documented by invoices and other supporting documentation. Monthly supporting documentation includes the following but is not intended to be all-inclusive: time sheets, copies of payroll/invoices, bank statements, canceled checks, credit card statements, and profit and loss statements. Monthly reimbursement payments will begin in November 2025 for October reimbursements, or as soon thereafter as requests are submitted and approved.

   a. The total amount of fees collected for any program, class, or event for which Senior Millage reimbursement is sought shall be noted on the reimbursement request and deducted from the submitted cost.

   b. All operating and equipment expenditure reimbursement requests for credit and/or debit card purchases must be made using a card issued in the name of the senior center or the municipality under the governing body. Each reimbursement request must include a copy of the full credit or debit card invoice and a copy of the issued check.

   c. OPERATING ENTITY shall not be reimbursed for any reimbursement request including a receipt or invoice in which a portion of the receipt or invoice has been redacted, obscured, or blacked out.

6. The OPERATING ENTITY agrees to purchase, maintain, and utilize MySeniorCenter software for intake, compiling, and reporting of attendance and programming statistics. All users will complete and sign the MySeniorCenter policy before access is given to the database. A monthly activity report provided in Attachment F must be submitted no later than the 5th of every month.

7. 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. The COUNTY may, at its discretion and upon reasonable notice, require the OPERATING ENTITY to complete reports additional to those attached to this Contract regarding the CENTER'S expenses and activities.

8. The following criteria apply for reimbursements:

    a. The monthly reimbursement will not exceed 1/12 of the total funding award unless the Operating Entity has obtained prior approval from the Department of Senior Services. If the Center or Operating Entity is found to be in noncompliance, reimbursement requests may not receive approval until the concern (s) of non-compliance are corrected to the satisfaction of the County.

    b. 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.

    c. Senior Millage funds may not be used to buy gifts or gift cards for employees, interns, senior citizen participants, or board members. Senior Millage funds cannot be used for volunteer or intern stipends, or housing.

    d. All requested reimbursement receipts for this Contract term must be received by the Department of Senior Services by October 31, 2026, including utility payments. Receipts received after this date will not be reimbursed. Submitted items must be invoices or receipts; purchase orders are not reimbursable.

    e. Subject to subparagraph 8d above, reimbursement requests must be submitted within 90 days of the date of service of the activity for which reimbursement is sought, or within 45 days of the date of invoice or receipt, whichever occurs later. Exceptions apply to requests related to annual bills, memberships, or services extending beyond the current fiscal year. This includes but is not limited to payroll, utility bills, phone bills, software subscriptions, memberships, service contracts, trainings

or conferences, and credit card purchases. The remaining portions of the reimbursement requests may be submitted at the start of the following fiscal year.

f. Monthly reimbursement requests can include no more than two months of supplies for the center, including office, operating, or food supplies.

g. All equipment purchases and any facility improvements must be purchased and/or completed by August 2026, to allow Department of Senior Service staff to confirm purchases and improvements before the end of the fiscal year.

h. Senior Millage funds may not be used to purchase daily meals for the senior center without prior approval from the Department of Senior Services.

9. The OPERATING ENTITY agrees to document all revenue. Monetary transactions (cash or check) must be documented, and a receipt issued. Keep documentation related to revenue such as receipts on-site at the CENTER for review by the Department of Senior Services.

10. The OPERATING ENTITY 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. All budget adjustments must be approved by the Department of Senior Services, not to exceed $29,999,99. The Board of Commissioners' approval is required for budget amendments over the amount of $30,000.

11. The OPERATING ENTITY agrees to provide to all Genesee County senior residents aged 60 and over wishing to use services at the CENTER, without any fee differential based on where within the County the senior citizen resides, and a minimum of activities per month for Level 3 and Level 2, respectively for the following services: educational programs (10, 6); health programs (14, 10); and social services (10, 6). Each center will continue support groups, legal services, and health screenings. By March 31, 2025, each center must reach 90% of its required yearly unduplicated count. Level 3 – 1,000: 900; Level 2 – 250: 225.

12. The OPERATING ENTITY agrees to offer and have available daily, congregate meals and/or nutritional programs; transportation services which may be provided by the CENTER or through the Mass Transportation Authority.

13. The OPERATING ENTITY agrees to adhere to senior programming, state, and federal guidelines, and regulations, including but not limited to meal regulations.

14. The OPERATING ENTITY agrees to employ a full-time, on-site Director of the CENTER.

15. The OPERATING ENTITY agrees to keep the CENTER open and accessible to seniors a minimum of forty (40) hours; 5 days per week, except for County or State recognized holidays or other local units of government-approved building closures. Programming must be scheduled for a minimum of forty (40) hours per week.

16. The OPERATING ENTITY agrees to implement the 2025-2026 Program in accordance with the projected budget contained in its application and included as Attachment A to this Contract, subject to any prior approval limitations set forth therein.

17. The OPERATING ENTITY agrees to implement appropriate and adequate methods to evaluate and report on its operational and programmatic performance, including, but not limited to, individual activity participation numbers of seniors, financial record keeping, revenue and expenditures incurred, local maintenance of effort commitments and other applicable supportive documentation of expenditures supported by 2025-2026 Program funds.

18. The OPERATING ENTITY agrees to perform criminal background checks annually 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. See Attachment C. 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 Operating Entity agrees to perform yearly criminal background checks on all board members. See Attachment C. The OPERATING ENTITY 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.

19. The OPERATING ENTITY agrees to perform tests for tuberculosis for all paid staff and volunteer workers who will have direct contact with food preparation and/or distribution tasks and shall submit to the COUNTY proof of said tests within 15 days of their commencement. All other paid staff and volunteers are only required to have a tuberculosis test at the time of hire. It is recommended that all paid staff and volunteers are tested for tuberculosis on an annual basis. The OPERATING ENTITY further agrees that individuals having positive test results will not be permitted to continue in such functions.

20. The OPERATING ENTITY agrees to perform face-to-face CPR/FIRST AID and AED training for all paid staff and contracted employees (excluding instructors and seasonal workers) and shall submit to the COUNTY proof of training within 30 days of their commencement. The OPERATING ENTITY agrees to have on-site an AED machine.

21. The OPERATING ENTITY agrees to comply with mandatory fire, safety, public health codes and standards and local building codes, and to provide annually evidence of continued compliance with current documentation, certifications and/or licenses, as applicable.

22. The OPERATING ENTITY agrees to include the **exact** statement and the Genesee County logo in all printed materials, newsletter, program and registration materials, special events, center's website, advertisements, program presentations, 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.***"

23. The OPERATING ENTITY agrees to email the monthly newsletter by the 5th of each month to the Department of Senior Services. The OPERATING ENTITY also agrees to allow the Department of Senior Services or their Commissioner to place an ad in the newsletter six times per year with statistics or correspondence concerning programs funded by the Senior Millage.

24. The OPERATING ENTITY shall complete the expenditures described in its approved budget (Attachment A of this Contract) no later than the end of the Program Year, September 30, 2026.

25. The OPERATING ENTITY acknowledges that, at any time, the COUNTY may withhold payment of reimbursements if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with any Program requirements. In addition, any funds provided pursuant to the 2025-2026 Program are subject to repayment to the COUNTY if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with Program requirements at any time during the 2025-2026 Program period or a prior period.

26. The COUNTY may terminate this Contract without notice at any time during the Contract term if it determines that the OPERATING ENTITY has failed to

substantially comply with Contract requirements. At the COUNTY'S option, the OPERATING ENTITY may be given fourteen (14) days' notice and the opportunity to cure the deficiencies in its Program. Furthermore, this Contract may be terminated by the County for any reason related to changing objectives of the Senior Services Program or due to diminution of funds by giving the OPERATING ENTITY written notice of the effective date of termination. All costs and liabilities associated with this Contract will cease as of the effective date of termination. Requests for funding for costs up to that date will be subject to the COUNTY assessment of acceptability.

27. This Contract may be modified by the parties only by a written document signed by authorized representatives.

28. The OPERATING ENTITY agrees that, during its tenure and for one year thereafter, none of its members, officers, or employees who exercise any functions or responsibilities with respect to the performance of the activities which are subject to this Contract shall have any interest, direct or indirect, in any subcontract or the proceeds thereof for work to be performed in connection with this Contract. The OPERATING ENTITY further agrees to incorporate a provision prohibiting such interest in all subcontracts regarding the performance of such activities.

29. The OPERATING ENTITY agrees that no individual who serves as a member of the governing board or is a member of a Board Committee or advisory committee may be employed as a staff member during his/her term of office. The OPERATING ENTITY further agrees that no Senior Millage funds shall be used to pay for the services of any employee or contractor who is a member of the immediate family of a member of the OPERATING ENTITY's governing board or of the director of the CENTER unless the individual was hired before the year 2006 and has been in continuous employment with the CENTER since being hired. A member of an immediate family shall include any of the following persons: Husband, Wife, Father Father-in-law, Mother, Mother-in-law, Sister, Sister-in-law, Brother, Brother-in-law, Son, Son-in-law, Daughter, Daughter-in-law, niece, nephew, grandchildren, aunt, uncle, cousin, stepparent, step-sibling, or domestic partner.

30. The OPERATING ENTITY agrees that no individual who serves as a member of the OPERATING ENTITY's governing board or is a member of a board committee or advisory committee will receive any payment for services from the OPERATING ENTITY.

31. The OPERATING ENTITY agrees that the Director of the CENTER will be an employee of the OPERATING ENTITY and will not hold a voting position on the governing board of the OPERATING ENTITY. The OPERATING ENTITY further agrees that the Director shall have no authority regarding the selection, evaluation, nomination, appointment, or election of any member of the governing board. It shall be the responsibility of the governing board to review and approve decisions by the Director.

32. The OPERATING ENTITY and its employees are not Genesee County employees.

33. The OPERATING ENTITY shall comply with all federal, state, or local laws, regulations and standards, processes, and any amendments thereto, as they may apply to the performance of this Contract.

34. The OPERATING ENTITY agrees to adhere to its own procurement standards or, in the absence of such acceptable standards, to the Genesee County Senior Services Purchasing Regulations as set forth in Attachment D to this Contract. The OPERATING ENTITY 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 D to this Contract. Notwithstanding the preceding, no reimbursements for overnight travel or travel outside of Genesee County shall be made from Senior Millage funds without prior approval of the Genesee County Board of Commissioners. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.

35. The OPERATING ENTITY agrees to allow the COUNTY to enter a contract with a firm to administer an annual Audited Financial Report of the CENTER operations. It is understood that a copy of the audit is required as part of the application for funding. No reimbursements for the performance period of this Contract will be made prior to a copy of the audit being provided. The OPERATING ENTITY shall submit a copy of the filed 990, 1099, and W-2 forms for the current year.

36. The OPERATING ENTITY 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 events of the senior center in a non-candidate capacity.

vii. Supporting the Senior Millage

37. The OPERATING ENTITY 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 in one instance, shall not constitute automatic future waiver regarding the requirements of this paragraph. 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 $250.00 or more per unit. Equipment purchases not included in the submitted budget are automatically unapproved unless a formal budget amendment is submitted to the Senior Services Director.

38. The OPERATING ENTITY 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 OPERATING ENTITY 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 OPERATING ENTITY of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.

39. The OPERATING ENTITY shall indemnify, defend, and hold harmless the COUNTY against any and all expenses and liability of any kind which the

COUNTY may sustain, incur, or be required to pay to arise out of this Contract; provided, however, that the provision of this paragraph shall not apply to liabilities or expenses caused by, or resulting from, the willful or negligent acts or omissions of the COUNTY or any of its officers or employees. Further, in the event the OPERATING ENTITY becomes involved in, or is threatened with, litigation related to this Contract, or the activities supported by the 2025-2026 Senior Millage – Senior Center Program, the OPERATING ENTITY shall immediately notify the COUNTY, wherein the COUNTY may enter into such litigation to protect the interests of the COUNTY as they may appear.

40. The OPERATING ENTITY shall not discriminate against any employee or applicant for employment with respect to hiring, 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 (including, but not limited to, pregnancy, sexual orientation, or gender identity), disability, marital status, height, weight, or genetic information.

41. The OPERATING ENTITY agrees that the COUNTY may, at reasonable times and without notice, visit and inspect the CENTER and discuss or survey the CENTER'S activities with seniors who agree to participate.

42. The OPERATING ENTITY gives the COUNTY, or any other representatives designated by the COUNTY, the right to visit the CENTER at reasonable times and without notice, to examine all records, books, and papers related to the performance of activities which are the subject of this Contract.

43. The OPERATING ENTITY acknowledges that the COUNTY as a public body is 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 OPERATING ENTITY 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.

44. 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.

45. The Contract Administrator of this Contract is the Senior Services Director, Lynn M. Radzilowski. Obligations of or to the COUNTY in this Contract will be performed by or provided to, the Contract Administrator, or her designee.

The individual or officer signing this Contract certifies by their name that they are authorized to sign this Contract on behalf of the responsible governing board, official, entity, or contractor.

COUNTY OF GENESEE

By:_____
Delrico Loyd, Chairperson
Genesee County Board of Commissioners

_____
Date

BRENNAN ELM PARK SENIOR COMMUNITY CORPORATION

By:_____
Thomas King, Chairperson
Brennan Senior Center

_____
Date

Attachment A for Contract: 2025 - 2026 Budget and Administration

	2024-2025 Budget Revenue	2025-2026 Proposed Revenue
Name of Senior Center: Brennan Senior Center		
Office of Senior Services	**$ -**	$ 137,923.00
SUBTOTAL	**$ -**	**$ 137,923.00**
General Fund		
Local School District	$ -	$ -
Local Special Millage	$ -	$ -
In-Kind Value		
LEASE/		
VAN GAS		
		$ -
Federal CDBG	$ -	$ -
State of Mich. Office of Services to the Aging	$ -	$ -
Michigan Department of Transportation	$ -	$ -
Valley Area Agency on Aging	$ -	$ -
Private Contributions/Donations		
Special Projects Grants		$ 9,000.00
MTA		
		$ -
		$ -
Program Service Fees / TRAVEL		
Rental Income	$ -	
Interest Income		
Membership		$ 300.00
Newsletter Fees	$ -	$ -
Fundraising Events		$ -
Other Revenue Sources		
MEMORIALS/COMMISSIONS		
SUBTOTAL	**$ -**	**$ 9,300.00**
		$ -
Total Revenue		**$ 147,223.00**
Identify the supporting Local Unit of Government(s):		

Name of Center:Brennan	FY 2024-2025 Senior Millage Budget	Proposed FY 2025-2026 Senior Center Budget Expenditures - Senior Millage
ADMINISTRATION		
Salaries – Administrative	$ -	$ -
Executive Director	$ 33,280.00	$ 34,280.00
Salaries – Support Staff	$ -	$ -
Admin Assistant	$ 24,960.00	$ 23,960.00
Fringes -- Employer FICA	$ 4,782.00	$ 4,782.00
Fringes – Medical	$ -	$ -
Fringes – Other	$ -	$ -
SUBTOTAL	$ 63,022.00	$ 63,022.00
PROGRAMMING		
Special Projects / Events	$ -	
I Class Instructor	$ 4,443.00	$ 4,443.00
Transportation	$ 4,608.00	$ 4,608.00
Volunteer Expenses	$ 500.00	$ 500.00
SUBTOTAL	$ 9,551.00	$ 9,551.00
OPERATIONS		
Facility Maintenance	$ -	$ -
Building Maintenance	$ 3,000.00	$ 3,000.00
Ground Maintenance	$ 2,568.00	$ 2,568.00
Insurance & Bonds	$ 6,369.00	$ 6,369.00
Legal Services	$ 1,000.00	$ 1,000.00
Membership/Publication	$ 868.00	$ 868.00
Office Supplies	$ 1,157.00	$ 1,157.00
Operating Supplies	$ 2,500.00	$ 2,500.00
Postage	$ 1,000.00	$ 1,000.00
Professional Service	$ -	$ -
Pest Control	$ 400.00	$ 400.00
Security Montoring	$ 1,000.00	$ 1,000.00
Security Service	$ 800.00	$ 800.00
Professional Service	$ 2,021.00	$ 2,021.00
Audit/Accounting	$ 5,900.00	$ 5,900.00
Janitorial	$ 8,111.00	$ 8,111.00
Service Contracts/Licenses	$ -	$ -
Health Dept License	$ 360.00	$ 360.00
Computer Maintence	$ 1,000.00	$ 1,000.00
Copying Service	$ 322.00	$ 322.00
Phone/ Fax/ Internet/ Web Services	$ 3,224.00	$ 3,224.00
Utilities	$ 20,250.00	$ 20,250.00
Outreach	$ -	$ -
Newsletter	$ 3,000.00	$ 3,000.00
SUBTOTAL	**$ 64,850.00**	**$ 64,850.00**
COMPUTERS SOFTWARE		
XAVUS SOLUTIONS	$ 500.00	$ 500.00
Equipment Purchases	$ -	$ -
SUBTOTAL	$ 500.00	$ 500.00
TOTAL AWARD EXPENDITURES	**$ 137,923.00**	**$ 137,923.00**

2025-2026 SENIOR MILLAGE MONTHLY REIMBURSEMENT REQUEST

Senior Center: Brennan Senior Center

Pay to (Operating Entity): Brennan Elm Park Senior Community Corporation

Mail Address: P.O. Box 13405

2025-2026 SENIOR MILLAGE FUND BALANCE

2025-2026 Millage Allocation: $ 137,923.00

Funds Previously Requested

Balance Remaining Prior to this Request:

Time Period of Expenditures for this Request: October 1 thru October 31, 2025

Total Claimed in this Request: $ -

Balance Remaining After this Request: $ - $ -

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

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number / Confirmation of Payment
ADMINISTRATION EXPENDITURES			
SUBTOTAL - ADMINISTRATION	$ -		
PROGRAMMING EXPENDITURES			
SUBTOTAL - PROGRAMMING	$ -		

ATTACHMENT B 2025-2026 SENIOR MILLAGE SENIOR CENTER MONTHLY REIMBURSEMENT REQUEST FORM

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number -- Confirmation of Payment
OPERATIONS EXPENDITURES			
SUBTOTAL - OPERATIONS	$ -		
EQUIPMENT PURCHASES EXPENDITURES			
SUBTOTAL - EQUIPMENT	$ -		
TOTAL MONTHLY EXPENDITURES	$ -		
TOTAL MONTHLY REIMBURSEMENT REQUEST	$ -		

GENESEE COUNTY
SENIOR SERVICES

County Administration Building
324 S. Saginaw St.
7th Floor - Suite 7A
Flint, Michigan 48502
(810) 424-4478

Lynn M. Radzilowski
Director

Authorization for Michigan ICHAT
(Internet Criminal History Access Tool)

Reason for ICHAT (please circle one): Employment Volunteer
Other:_____

First Name: _____ **Middle Name:** _____ **Last Name:** _____

Date of Birth: _____ **Race:** _____ **Gender:** _____

Other Last Name(s): _____
Other First Name(s): _____
Other Middle Initial: _____

Senior Center _____

I authorize the Genesee County Department of Senior Services and/or its agents to conduct a background check, including, but not limited to, the information I have indicated above. I understand that the information obtained will be used for lawful purposes only.

□ By checking this box, I authorize the Genesee County Department of Senior Services to perform annual background checks while volunteering or employed at the senior center, and I release all persons, companies, or agencies from any liability that may result from furnishing such information.

_____ _____
Signature of Applicant **Date**

_____ _____
Witness **Date**

Please return original to:

Department of Senior Services
324 S. Saginaw St.
7th Floor – Suite 7A
Flint, MI 48502

Genesee County Purchasing Regulations:

https://cms3.revize.com/revize/geneseenew/PURCHASING%20REGULATIONS%208222016.pdf

Genesee County Travel Regulations:

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

2025-2026 Levels of Service - Senior Citizen Centers

	Minimum Average Number of Activity / Service Type Provided Each Month		
Activity / Service Type	**Level 3**	**Level 2**	**Level 1**
Education	10	6	4
Health	14	10	8
Nutrition	Available	Available	Available
Transportation	Available	Available	Available
Social Services	10	6	Available
Outreach	Distribute Newsletter	Distribute Newsletter	Distribute Newsletter
Reports of Participation	MySeniorCenter	MySeniorCenter	Sign-in sheets
Volunteerism / Planning	Available	Available	Available
Support Groups	Available	Available	Not Required
Legal Services	Available	Available	Not Required
Health Screenings	Available	Available	Not Required
Unduplicated Seniors	1,000+	250+	100+

Programming Definitions

Education – A class or seminar **lead by an instructor** to show "how to do" or give information on a specific topic. Education examples but are not limited to:

Computer Classes, Craft Classes, Driver Safety Classes, Quilting or Sewing Classes, Gardening, Investments, Tech Class, Painting Classes, Music Lessons, Woodshop, Woodcarving, Diabetic Classes

Health – Services/Classes/Exercise – Programming which falls under medical services. Health examples but are not limited to:

Brain Games, Chess, Puzzles, Vaccinations, Exercise, Dance Classes, Tai Chi, Yoga, Wii Games, Podiatrist,

Chiropractor, Health Screenings (blood pressure, blood sugar, vision, hearing, etc.)

Nutrition Services – Provision for healthy meals and healthy eating, which includes but is not limited to:

Congregate Meals, Senior Center Meals, Cooking Classes, Food Pantry, Commodities, TEFAP, Senior Project Fresh, Nutrition education

Transportation – Transportation is limited to transporting older adults in Senior Center vehicles or MTA transportation set up through the senior center. A ride is considered as one way. *Example – You pick up Jan Doe at her home to the Senior Center. She has requested to go to the post office and then to her home. This would be logged as three rides*. Transportation does not include rented Motorcoach Transportation. Transportation includes but not limited to:

Grocery shopping, to/from the senior Center, Doctor/Medical appointments, Personal needs

Socialization – Programming to enhance the older adult's social experience. Socialization includes but is not limited to:

Bingo, Cards, Entertainment events, Coffee/socializing, social groups such as knitting/crocheting without

Instructor, travel programs

Social Services – Services performed (one to one) by volunteers or staff personnel. Social services include but are not limited to:

Housing information, Intake – Assessment and Referral*, Legal Services, My Bridges, Medicare Part D, MMAP, Tax Assistance, Medical Loan Closet, Support Groups*, CHAP/Social Workers, Medical Program

Registration (Genesee Health Plan Dental, Advanced Care Planning, etc.)

Outreach – Outreach includes but is not limited to:

Newsletters, Presentations/Speaking engagements regarding the Senior Center, Information and Assistance, Marketing efforts, Senior Center Website visits

Volunteerism – Unpaid service to the Senior Center, includes but are not limited to:

Center maintenance, AARP tax volunteers, Committee/Board members, Reception Desk/Greeters, Instructors, Kitchen help

** - It is understood a program may fall withing the definition of more than one area. It should be used in only one category per month.* ***Example****: you normally put line dancing in Health however, during the month of February you had plenty of events in health but needed extra in education. For the month of February, you could move line Dancing from Health and put it under Education. For unduplicated yearly statistics the event would only be used in one category.*

** - Not to be confused with Information and Assistance.*

2025-2026 Senior Millage Monthly Activity Log

Number of New Senior Participants During This Activity Period:	
Number of Duplicated Senior Participants During This Activity Period:	
Cumulative Number of Unduplicated Senior Participants Year to Date:	

Senior Center Name:	**Month:**

Education Activities			Health Activities			Nutrition Activities			Transportation Activities			Social Services			Outreach			Volunteerism/Planning		
Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Units	Activity Title	Activity Frequency	# of Hours of Service
Total Education	**0**	**0**	**Total Health**	**0**	**0**	**Total Nutrition**	**0**	**0**	**Total Transportation**	**0**	**0**	**Total Social Services**	**0**	**0**	**Total Outreach**	**0**	**0**	**Total Volunteer/ Planning**	**0**	**0**

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? New for FY 2025-2026

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Teresa Lipe	
Security First Insurance Agency P.O. Box 321070 Flint MI 48532	PHONE (A/C, No, Ext): (810) 732-5800	FAX (A/C, No):
	E-MAIL ADDRESS: TLipe@teamsfi.net	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	West Bend Mutual Insurance Company	WESBE1
INSURER B :	CompWest Insurance Company	12177
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Brennan Elm Park Senior Community Corp
PO Box 13405
Flint MI 48501

COVERAGES **CERTIFICATE NUMBER:** CL2552060336 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			1880784 12	06/19/2025	06/19/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 3,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			1880784 12	06/19/2025	06/19/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AF WCP 100037176	06/19/2025	06/19/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
A	Property-Legal Liab Bldg			A047294	06/19/2025	06/19/2026	Legal Lia - BLDG	200,000

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

CERTIFICATE HOLDER

Customer Use

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2034 **Agenda Date:** 8/13/2025 **Agenda #:** 4.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of an agreement between Genesee County and the Carman-Ainsworth Senior Citizen Organization, in an amount not to exceed $206,330.00, to provide for the operations of the Carman-Ainsworth Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

BOARD ACTION REQUESTED:

Approval of the contract between Genesee County and the Carman-Ainsworth Senior Citizen Organization (Carman-Ainsworth Senior Center) for the fiscal year 2025-2026 in the amount not to exceed $206,330.00.

BACKGROUND:

This annual contract allows the senior centers to receive reimbursement for approved budgeted monthly expenses from the Genesee County Senior Millage.

DISCUSSION:

The Carman-Ainsworth Senior Citizen Organization is a non-profit corporation that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community at the Carman-Ainsworth Senior Center.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. #2231-691.00-867.002

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 contract between Genesee County and the Carman-Ainsworth Senior Citizen Organization to fund the Carman-Ainsworth Senior Center for the term commencing October 1, 2025, through September 30, 2026, in an amount not to exceed $206,330.00 to be paid from account #2231-691.00-867.002, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

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? New for FY 2025-2026

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.

CONTRACT BETWEEN

The County of Genesee,
a Municipal Corporation,
Acting By and Through
Genesee County Department of Senior Services
324 South Saginaw Street, Suite 7A
Flint, Michigan 48502

And

Carman – Ainsworth Senior Citizen Organization
2701 South Graham Road
Flint, Michigan 48532
A Michigan Non-profit Corporation
hereinafter referred to as the "OPERATING ENTITY,"
the entity operating the **Carman – Ainsworth Senior Center,**
hereinafter referred to as the "Senior Center" or "**CENTER."**
The COUNTY and OPERATING ENTITY together hereinafter referred to as the
"PARTIES."

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

WHEREAS, the Genesee County Board of Commissioners adopted a 2025-2026 Senior Millage – Senior Center Program ("Program") budget with the objective of providing Senior Citizen Services Millage (the "Senior Millage") funds to county senior centers for the purpose of increasing and enhancing senior citizen services, beyond those offered by senior centers prior to the Senior Millage, with funding from the Senior Millage previously authorized by the electorate of Genesee County; and

WHEREAS the objective of the Senior Millage is to fund services that improve the health, safety, and quality of life for Genesee County residents aged 60 years or older; and

WHEREAS Genesee County hereinafter referred to as the "COUNTY" is responsible for administering and expending the Senior Millage as adopted and amended by the Genesee County Board of Commissioners, and for assuring compliance with Program requirements; and

WHEREAS the OPERATING ENTITY operates a CENTER that has been designated as a preferred focal point for comprehensive and coordinated service to seniors in Genesee County; and

WHEREAS the OPERATING ENTITY has adequately represented in its application to the COUNTY that it intends to undertake or continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, because the objectives of the Program coincide with the objectives of the OPERATING ENTITY, the two parties have, therefore, entered this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, the parties agree as follows:

1. The Contract term commences on October 1, 2025, and continues through September 30, 2026. The Contract is effective upon approval by the Genesee County Board of Commissioners.

   The County has the option to extend this Contract for one (1) additional one-year term (the "Extension Term"). The Senior Services Director is authorized to execute the Extension Term on behalf of Genesee County.

2. The OPERATING ENTITY agrees to accept the terms of this Contract and those stated in its submitted application for Senior Millage funding and further agrees to perform the services described in this Contract, the Center's application, and in the attachments listed below, all of which are incorporated by reference to this Contract:

Attachment A:	2025-2026 Senior Millage – Senior Center Program Budget & Revenue Sheet
Attachment B:	2025-2026 Senior Millage – Senior Center Program Monthly Reimbursement Request Form
Attachment C:	ICHAT Form
Attachment D:	Genesee County Senior Services Purchasing Regulations and Genesee County Travel Regulations
Attachment E:	Levels of Monthly Service and Programming Definitions
Attachment F:	Monthly MySeniorCenter Activity log report

   This document governs if a conflict exists between this document and those incorporated by reference or the application.

3. The OPERATING ENTITY agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure that the use of Senior Millage funds complies with all 2025-2026 Senior Millage – Senior Center Program requirements, and further agrees to perform within the policies applicable to program requirements stated:

   a. Senior Centers shall continue to provide the level of service to maintain the associated funding level. For centers failing to meet the benchmarks for two consecutive months following notification, the funding may be reduced to the dollar amount calculated for the level of service.

b. Senior Centers may solicit and accept funds such as donations from many sources including foundations, the public or private sector, individuals, fundraiser events, and other activities, to enhance center programming and operations. Membership fees may also be classified as donations if the service included as part of the fee is offered by the senior center to seniors who choose to not purchase a membership. A center's request for donations shall not be directly tied to the provision of a millage-supported service nor shall a donation result in undue influence over a center for the donating party's private or personal interests. The OPERATING ENTITY shall, within 30 days of receipt of funds, disclose to Genesee County all funds received as alternate sources of income, including donations, membership fees, and revenue.

4. The COUNTY agrees to award the OPERATING ENTITY a total amount not to exceed $206,330.00 for the full term of the Contract for support of services for seniors through the expenditures described in the approved budget submitted by the OPERATING ENTITY, Attachment A to this Contract, said amount to be disbursed and reimbursed as stated in paragraphs 5 of this Contract; subject, however, to limitations contained in this Contract as to the use of Senior Millage funds and possible termination of the Contract due to failure to comply with Program requirements. This Operating Entity is awarded $206,330.00 and is funded at Level 3.

5. The OPERATING ENTITY shall submit to the COUNTY monthly Reimbursement Request Reports, using the format provided in Attachment B of this Contract. All 2025-2026 Program funds will be reimbursed by the COUNTY to the OPERATING ENTITY based on approval of monthly reimbursement requests as documented by invoices and other supporting documentation. Monthly supporting documentation includes the following but is not intended to be all-inclusive: time sheets, copies of payroll/invoices, bank statements, canceled checks, credit card statements, and profit and loss statements. Monthly reimbursement payments will begin in November 2025 for October reimbursements, or as soon thereafter as requests are submitted and approved.

    a. The total amount of fees collected for any program, class, or event for which Senior Millage reimbursement is sought shall be noted on the reimbursement request and deducted from the submitted cost.

    b. All operating and equipment expenditure reimbursement requests for credit and/or debit card purchases must be made using a card issued in the name of the senior center or the municipality under the governing body. Each reimbursement request must include a copy of the full credit or debit card invoice and a copy of the issued check.

    c. OPERATING ENTITY shall not be reimbursed for any reimbursement request including a receipt or invoice in which a portion of the receipt or invoice has been redacted, obscured, or blacked out.

6. The OPERATING ENTITY agrees to purchase, maintain, and utilize MySeniorCenter software for intake, compiling, and reporting of attendance and programming statistics. All users will complete and sign the MySeniorCenter policy before access is given to the database. A monthly activity report provided in Attachment F must be submitted no later than the 5th of every month.

7. 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. The COUNTY may, at its discretion and upon reasonable notice, require the OPERATING ENTITY to complete reports additional to those attached to this Contract regarding the CENTER'S expenses and activities.

8. The following criteria apply for reimbursements:

    a. The monthly reimbursement will not exceed 1/12 of the total funding award unless the Operating Entity has obtained prior approval from the Department of Senior Services. If the Center or Operating Entity is found to be in noncompliance, reimbursement requests may not receive approval until the concern (s) of non-compliance are corrected to the satisfaction of the County.

    b. 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.

    c. Senior Millage funds may not be used to buy gifts or gift cards for employees, interns, senior citizen participants, or board members. Senior Millage funds cannot be used for volunteer or intern stipends, or housing.

    d. All requested reimbursement receipts for this Contract term must be received by the Department of Senior Services by October 31, 2026, including utility payments. Receipts received after this date will not be reimbursed. Submitted items must be invoices or receipts; purchase orders are not reimbursable.

    e. Subject to subparagraph 8d above, reimbursement requests must be submitted within 90 days of the date of service of the activity for which reimbursement is sought, or within 45 days of the date of invoice or receipt, whichever occurs later. Exceptions apply to requests related to annual bills, memberships, or services extending beyond the current fiscal year. This includes but is not limited to payroll, utility bills, phone bills, software subscriptions, memberships, service contracts, trainings

or conferences, and credit card purchases. The remaining portions of the reimbursement requests may be submitted at the start of the following fiscal year.

f. Monthly reimbursement requests can include no more than two months of supplies for the center, including office, operating, or food supplies.

g. All equipment purchases and any facility improvements must be purchased and/or completed by August 2026, to allow Department of Senior Service staff to confirm purchases and improvements before the end of the fiscal year.

h. Senior Millage funds may not be used to purchase daily meals for the senior center without prior approval from the Department of Senior Services.

9. The OPERATING ENTITY agrees to document all revenue. Monetary transactions (cash or check) must be documented, and a receipt issued. Keep documentation related to revenue such as receipts on-site at the CENTER for review by the Department of Senior Services.

10. The OPERATING ENTITY 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. All budget adjustments must be approved by the Department of Senior Services, not to exceed $29,999,99. The Board of Commissioners' approval is required for budget amendments over the amount of $30,000.

11. The OPERATING ENTITY agrees to provide to all Genesee County senior residents aged 60 and over wishing to use services at the CENTER, without any fee differential based on where within the County the senior citizen resides, and a minimum of activities per month for Level 3 and Level 2, respectively for the following services: educational programs (10, 6); health programs (14, 10); and social services (10, 6). Each center will continue support groups, legal services, and health screenings. By March 31, 2025, each center must reach 90% of its required yearly unduplicated count. Level 3 – 1,000: 900; Level 2 – 250: 225.

12. The OPERATING ENTITY agrees to offer and have available daily, congregate meals and/or nutritional programs; transportation services which may be provided by the CENTER or through the Mass Transportation Authority.

13. The OPERATING ENTITY agrees to adhere to senior programming, state, and federal guidelines, and regulations, including but not limited to meal regulations.

14. The OPERATING ENTITY agrees to employ a full-time, on-site Director of the CENTER.

15. The OPERATING ENTITY agrees to keep the CENTER open and accessible to seniors a minimum of forty (40) hours; 5 days per week, except for County or State recognized holidays or other local units of government-approved building closures. Programming must be scheduled for a minimum of forty (40) hours per week.

16. The OPERATING ENTITY agrees to implement the 2025-2026 Program in accordance with the projected budget contained in its application and included as Attachment A to this Contract, subject to any prior approval limitations set forth therein.

17. The OPERATING ENTITY agrees to implement appropriate and adequate methods to evaluate and report on its operational and programmatic performance, including, but not limited to, individual activity participation numbers of seniors, financial record keeping, revenue and expenditures incurred, local maintenance of effort commitments and other applicable supportive documentation of expenditures supported by 2025-2026 Program funds.

18. The OPERATING ENTITY agrees to perform criminal background checks annually 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. See Attachment C. 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 Operating Entity agrees to perform yearly criminal background checks on all board members. See Attachment C. The OPERATING ENTITY 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.

19. The OPERATING ENTITY agrees to perform tests for tuberculosis for all paid staff and volunteer workers who will have direct contact with food preparation and/or distribution tasks and shall submit to the COUNTY proof of said tests within 15 days of their commencement. All other paid staff and volunteers are only required to have a tuberculosis test at the time of hire. It is recommended that all paid staff and volunteers are tested for tuberculosis on an annual basis. The OPERATING ENTITY further agrees that individuals having positive test results will not be permitted to continue in such functions.

20. The OPERATING ENTITY agrees to perform face-to-face CPR/FIRST AID and AED training for all paid staff and contracted employees (excluding instructors and seasonal workers) and shall submit to the COUNTY proof of training within 30 days of their commencement. The OPERATING ENTITY agrees to have on-site an AED machine.

21. The OPERATING ENTITY agrees to comply with mandatory fire, safety, public health codes and standards and local building codes, and to provide annually evidence of continued compliance with current documentation, certifications and/or licenses, as applicable.

22. The OPERATING ENTITY agrees to include the **exact** statement and the Genesee County logo in all printed materials, newsletter, program and registration materials, special events, center's website, advertisements, program presentations, 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.***"

23. The OPERATING ENTITY agrees to email the monthly newsletter by the 5th of each month to the Department of Senior Services. The OPERATING ENTITY also agrees to allow the Department of Senior Services or their Commissioner to place an ad in the newsletter six times per year with statistics or correspondence concerning programs funded by the Senior Millage.

24. The OPERATING ENTITY shall complete the expenditures described in its approved budget (Attachment A of this Contract) no later than the end of the Program Year, September 30, 2026.

25. The OPERATING ENTITY acknowledges that, at any time, the COUNTY may withhold payment of reimbursements if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with any Program requirements. In addition, any funds provided pursuant to the 2025-2026 Program are subject to repayment to the COUNTY if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with Program requirements at any time during the 2025-2026 Program period or a prior period.

26. The COUNTY may terminate this Contract without notice at any time during the Contract term if it determines that the OPERATING ENTITY has failed to

substantially comply with Contract requirements. At the COUNTY'S option, the OPERATING ENTITY may be given fourteen (14) days' notice and the opportunity to cure the deficiencies in its Program. Furthermore, this Contract may be terminated by the County for any reason related to changing objectives of the Senior Services Program or due to diminution of funds by giving the OPERATING ENTITY written notice of the effective date of termination. All costs and liabilities associated with this Contract will cease as of the effective date of termination. Requests for funding for costs up to that date will be subject to the COUNTY assessment of acceptability.

27. This Contract may be modified by the parties only by a written document signed by authorized representatives.

28. The OPERATING ENTITY agrees that, during its tenure and for one year thereafter, none of its members, officers, or employees who exercise any functions or responsibilities with respect to the performance of the activities which are subject to this Contract shall have any interest, direct or indirect, in any subcontract or the proceeds thereof for work to be performed in connection with this Contract. The OPERATING ENTITY further agrees to incorporate a provision prohibiting such interest in all subcontracts regarding the performance of such activities.

29. The OPERATING ENTITY agrees that no individual who serves as a member of the governing board or is a member of a Board Committee or advisory committee may be employed as a staff member during his/her term of office. The OPERATING ENTITY further agrees that no Senior Millage funds shall be used to pay for the services of any employee or contractor who is a member of the immediate family of a member of the OPERATING ENTITY's governing board or of the director of the CENTER unless the individual was hired before the year 2006 and has been in continuous employment with the CENTER since being hired. A member of an immediate family shall include any of the following persons: Husband, Wife, Father Father-in-law, Mother, Mother-in-law, Sister, Sister-in-law, Brother, Brother-in-law, Son, Son-in-law, Daughter, Daughter-in-law, niece, nephew, grandchildren, aunt, uncle, cousin, stepparent, step-sibling, or domestic partner.

30. The OPERATING ENTITY agrees that no individual who serves as a member of the OPERATING ENTITY's governing board or is a member of a board committee or advisory committee will receive any payment for services from the OPERATING ENTITY.

31. The OPERATING ENTITY agrees that the Director of the CENTER will be an employee of the OPERATING ENTITY and will not hold a voting position on the governing board of the OPERATING ENTITY. The OPERATING ENTITY further agrees that the Director shall have no authority regarding the selection, evaluation, nomination, appointment, or election of any member of the governing board. It shall be the responsibility of the governing board to review and approve decisions by the Director.

32. The OPERATING ENTITY and its employees are not Genesee County employees.

33. The OPERATING ENTITY shall comply with all federal, state, or local laws, regulations and standards, processes, and any amendments thereto, as they may apply to the performance of this Contract.

34. The OPERATING ENTITY agrees to adhere to its own procurement standards or, in the absence of such acceptable standards, to the Genesee County Senior Services Purchasing Regulations as set forth in Attachment D to this Contract. The OPERATING ENTITY 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 D to this Contract. Notwithstanding the preceding, no reimbursements for overnight travel or travel outside of Genesee County shall be made from Senior Millage funds without prior approval of the Genesee County Board of Commissioners. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.

35. The OPERATING ENTITY agrees to allow the COUNTY to enter a contract with a firm to administer an annual Audited Financial Report of the CENTER operations. It is understood that a copy of the audit is required as part of the application for funding. No reimbursements for the performance period of this Contract will be made prior to a copy of the audit being provided. The OPERATING ENTITY shall submit a copy of the filed 990, 1099, and W-2 forms for the current year.

36. The OPERATING ENTITY 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 events of the senior center in a non-candidate capacity.

vii. Supporting the Senior Millage

37. The OPERATING ENTITY 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 in one instance, shall not constitute automatic future waiver regarding the requirements of this paragraph. 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 $250.00 or more per unit. Equipment purchases not included in the submitted budget are automatically unapproved unless a formal budget amendment is submitted to the Senior Services Director.

38. The OPERATING ENTITY 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 OPERATING ENTITY 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 OPERATING ENTITY of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.

39. The OPERATING ENTITY shall indemnify, defend, and hold harmless the COUNTY against any and all expenses and liability of any kind which the

COUNTY may sustain, incur, or be required to pay to arise out of this Contract; provided, however, that the provision of this paragraph shall not apply to liabilities or expenses caused by, or resulting from, the willful or negligent acts or omissions of the COUNTY or any of its officers or employees. Further, in the event the OPERATING ENTITY becomes involved in, or is threatened with, litigation related to this Contract, or the activities supported by the 2025-2026 Senior Millage – Senior Center Program, the OPERATING ENTITY shall immediately notify the COUNTY, wherein the COUNTY may enter into such litigation to protect the interests of the COUNTY as they may appear.

40. The OPERATING ENTITY shall not discriminate against any employee or applicant for employment with respect to hiring, 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 (including, but not limited to, pregnancy, sexual orientation, or gender identity), disability, marital status, height, weight, or genetic information.

41. The OPERATING ENTITY agrees that the COUNTY may, at reasonable times and without notice, visit and inspect the CENTER and discuss or survey the CENTER'S activities with seniors who agree to participate.

42. The OPERATING ENTITY gives the COUNTY, or any other representatives designated by the COUNTY, the right to visit the CENTER at reasonable times and without notice, to examine all records, books, and papers related to the performance of activities which are the subject of this Contract.

43. The OPERATING ENTITY acknowledges that the COUNTY as a public body is 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 OPERATING ENTITY 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.

44. 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.

45. The Contract Administrator of this Contract is the Senior Services Director, Lynn M. Radzilowski. Obligations of or to the COUNTY in this Contract will be performed by or provided to, the Contract Administrator, or her designee.

The individual or officer signing this Contract certifies by their name that they are authorized to sign this Contract on behalf of the responsible governing board, official, entity, or contractor.

COUNTY OF GENESEE

By:_____
Delrico Loyd, Chairperson
Genesee County Board of Commissioners

_____
Date

CARMAN – AINSWORTH SENIOR CITIZEN ORGANIZATION

By:_____
Veronica Robinson, President
Carman-Ainsworth Senior Citizen Org.

_____
Date

Attachment A for Contract: 2025 - 2026 Budget and Administration

	2024-2025 Budget Revenue	2025-2026 Proposed Revenue
Name of Senior Center:		
Carman-Ainsworth Senior Center		
Genesee County Millage	**$ 206,330.00**	$ 206,330.00
SUBTOTAL	**$ -**	**$ 206,330.00**
General Fund	$ 16,000.00	$ 16,500.00
Local School District	$ 12,000.00	$ 12,000.00
Local Special Millage	$ -	$ -
In-Kind Value		
LEASE/	$ 1.00	$ 1.00
VAN GAS	$ 200.00	$ 200.00
		$ -
Federal CDBG	$ 20,000.00	$ 20,000.00
State of Mich. Office of Services to the Aging	$ -	$ -
Michigan Department of Transportation	$ 8,000.00	$ 8,000.00
Valley Area Agency on Aging	$ -	$ -
Private Contributions/Donations		
Special Projects Grants		
		$ -
		$ -
Program Service Fees / TRAVEL		
Transportation	$ 1,000.00	$ 1,000.00
Meals	$ 1,000.00	$ 1,000.00
Rental Income	$ -	
Interest Income		
Membership	$ 4,000.00	$ 4,500.00
Fundraising Events		$ -
Snacks, Pop, T-shirts, Jackets	$ 500.00	$ 800.00
Pig roast	$ 1,000.00	$ 1,000.00
Travel	$ 1,000.00	$ 500.00
Other Revenue Sources		
Food Pantry	$ 500.00	$ 650.00
Donations	$ 500.00	$ 700.00
SUBTOTAL	**$ 65,701.00**	**$ 66,851.00**
		$ -
Total Revenue	**$ 272,031.00**	**$ 273,181.00**
Identify the supporting Local Unit of Government(s):		

Name of Center: Carman-Ainsworth Senior Center	FY 2024-2025 Senior Millage Budget	Proposed FY 2025-2026 Senior Center Budget Expenditures - Senior Millage
ADMINISTRATION		
Salaries – Administrative	$ -	$ -
Executive Director	$ 52,978.00	$ 55,619.20
Assistant Director	$ 43,347.00	$ 45,510.40
Salaries – Support Staff	$ -	
Program/Rec. Aide	$ 13,890.00	$ 18,239.00
401K	$ 9,633.00	$ 10,113.00
Fringes -- Employer FICA	$ 8,431.00	$ 9,131.70
Fringes – Medical	$ 3,600.00	$ 3,600.00
Fringes – Unemployment	$ 226.00	$ 225.00
SUBTOTAL	$ 132,105.00	$ 142,438.30
PROGRAMMING		
Special Projects / Events	$ 800.00	$ 1,000.00
Instructors Expenses	$ 25,000.00	$ 18,391.70
SUBTOTAL	$ 25,800.00	$ 19,391.70
OPERATIONS		
Facility Maintenance	$ 200.00	$ 200.00
Certificcation/Accred.	$ 200.00	$ 200.00
401K Administration	$ 4,300.00	$ 4,000.00
Equipment Maintenance	$ 800.00	$ 800.00
Grounds Maintenance	$ 200.00	$ 200.00
Health Department	$ 500.00	$ 300.00
Utilities	$ 12,000.00	$ 12,000.00
Travel/Mileage	$ 1,200.00	$ 1,200.00
Insurances & Bonds	$ 7,500.00	$ 5,000.00
Legal Services	$ 250.00	$ 250.00
Memberships / Publications	$ 250.00	$ 250.00
Office Supplies	$ 1,005.00	$ 1,000.00
Operating Supplies	$ 2,000.00	$ 2,000.00
Postage	$ 200.00	$ 200.00
Printing	$ 2,000.00	$ 2,000.00
Phone/ Fax/ Internet/ Web Services	$ 5,520.00	$ 4,000.00
Vehicle Maintenance / Insurance	$ 250.00	$ 500.00
Bookkeepint/Garrant	$ 8,400.00	$ 8,400.00
		$ -
SUBTOTAL	**$ 46,775.00**	**$ 42,500.00**
COMPUTERS SOFTWARE		
XAVUS SOLUTIONS	$ 650.00	$ 1,000.00
Equipment Purchases	$ 1,000.00	$ 1,000.00
SUBTOTAL	$ 1,650.00	$ 2,000.00
TOTAL AWARD EXPENDITURES	**$ 206,330.00**	**$ 206,330.00**

2025-2026 SENIOR MILLAGE MONTHLY REIMBURSEMENT REQUEST

Senior Center: Carman-Ainsworth Senior Center

Pay to (Operating Entity): Carman-Ainsworth Senior Citizens Organization

Mail Address: 2071 South Graham Rd

Flint, Michigan 48532

SENIOR MILLAGE FUNDING

2025-2026 Millage Allocation: $ 206,330.00

Funds Previously Requested

Balance Remaining Prior to this Request:

Time Period of Expenditures for this Request: October 1 - October 31, 2025

Total Claimed in this Request: $ -

Balance Remaining After this Request: $ -

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

Recipient of Funds	Amount	Items Purchased/Use of Funds	Check Number / Confirmation of Payment
ADMINISTRATION EXPENDITURES			
SUBTOTAL - ADMINISTRATION	$ -		
PROGRAMMING EXPENDITURES			
SUBTOTAL - PROGRAMMING	$ -		

ATTACHMENT B 2025-2026 SENIOR MILLAGE SENIOR CENTER MONTHLY REIMBURSEMENT REQUEST FORM

Recipient of Funds	Amount	Items Purchased/Use of Funds	Check Number -- Confirmation of Payment
OPERATIONS EXPENDITURES			
SUBTOTAL - OPERATIONS	$ -		
EQUIPMENT PURCHASES EXPENDITURES			
SUBTOTAL - EQUIPMENT	$ -		
TOTAL MONTHLY EXPENDITURES	$ -		
TOTAL MONTHLY REIMBURSEMENT REQUEST	$ -		

GENESEE COUNTY
SENIOR SERVICES

County Administration Building
324 S. Saginaw St.
7th Floor - Suite 7A
Flint, Michigan 48502
(810) 424-4478

Lynn M. Radzilowski
Director

Authorization for Michigan ICHAT
(Internet Criminal History Access Tool)

Reason for ICHAT (please circle one): Employment Volunteer
Other:_____

First Name: _____ **Middle Name:** _____ **Last Name:** _____

Date of Birth: _____ **Race:** _____ **Gender:** _____

Other Last Name(s): _____
Other First Name(s): _____
Other Middle Initial: _____

Senior Center _____

I authorize the Genesee County Department of Senior Services and/or its agents to conduct a background check, including, but not limited to, the information I have indicated above. I understand that the information obtained will be used for lawful purposes only.

□ By checking this box, I authorize the Genesee County Department of Senior Services to perform annual background checks while volunteering or employed at the senior center, and I release all persons, companies, or agencies from any liability that may result from furnishing such information.

_____ _____
Signature of Applicant **Date**

_____ _____
Witness **Date**

Please return original to:

Department of Senior Services
324 S. Saginaw St.
7th Floor – Suite 7A
Flint, MI 48502

Genesee County Purchasing Regulations:

https://cms3.revize.com/revize/geneseenew/PURCHASING%20REGULATIONS%208222016.pdf

Genesee County Travel Regulations:

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

2025-2026 Levels of Service - Senior Citizen Centers

	Minimum Average Number of Activity / Service Type Provided Each Month		
Activity / Service Type	**Level 3**	**Level 2**	**Level 1**
Education	10	6	4
Health	14	10	8
Nutrition	Available	Available	Available
Transportation	Available	Available	Available
Social Services	10	6	Available
Outreach	Distribute Newsletter	Distribute Newsletter	Distribute Newsletter
Reports of Participation	MySeniorCenter	MySeniorCenter	Sign-in sheets
Volunteerism / Planning	Available	Available	Available
Support Groups	Available	Available	Not Required
Legal Services	Available	Available	Not Required
Health Screenings	Available	Available	Not Required
Unduplicated Seniors	1,000+	250+	100+

Programming Definitions

Education – A class or seminar **lead by an instructor** to show "how to do" or give information on a specific topic. Education examples but are not limited to:

Computer Classes, Craft Classes, Driver Safety Classes, Quilting or Sewing Classes, Gardening, Investments, Tech Class, Painting Classes, Music Lessons, Woodshop, Woodcarving, Diabetic Classes

Health – Services/Classes/Exercise – Programming which falls under medical services. Health examples but are not limited to:

Brain Games, Chess, Puzzles, Vaccinations, Exercise, Dance Classes, Tai Chi, Yoga, Wii Games, Podiatrist,

Chiropractor, Health Screenings (blood pressure, blood sugar, vision, hearing, etc.)

Nutrition Services – Provision for healthy meals and healthy eating, which includes but is not limited to:

Congregate Meals, Senior Center Meals, Cooking Classes, Food Pantry, Commodities, TEFAP, Senior Project Fresh, Nutrition education

Transportation – Transportation is limited to transporting older adults in Senior Center vehicles or MTA transportation set up through the senior center. A ride is considered as one way. *Example – You pick up Jan Doe at her home to the Senior Center. She has requested to go to the post office and then to her home. This would be logged as three rides*. Transportation does not include rented Motorcoach Transportation. Transportation includes but not limited to:

Grocery shopping, to/from the senior Center, Doctor/Medical appointments, Personal needs

Socialization – Programming to enhance the older adult's social experience. Socialization includes but is not limited to:

Bingo, Cards, Entertainment events, Coffee/socializing, social groups such as knitting/crocheting without

Instructor, travel programs

Social Services – Services performed (one to one) by volunteers or staff personnel. Social services include but are not limited to:

Housing information, Intake – Assessment and Referral*, Legal Services, My Bridges, Medicare Part D, MMAP, Tax Assistance, Medical Loan Closet, Support Groups*, CHAP/Social Workers, Medical Program

Registration (Genesee Health Plan Dental, Advanced Care Planning, etc.)

Outreach – Outreach includes but is not limited to:

Newsletters, Presentations/Speaking engagements regarding the Senior Center, Information and Assistance, Marketing efforts, Senior Center Website visits

Volunteerism – Unpaid service to the Senior Center, includes but are not limited to:

Center maintenance, AARP tax volunteers, Committee/Board members, Reception Desk/Greeters, Instructors, Kitchen help

** - It is understood a program may fall withing the definition of more than one area. It should be used in only one category per month.* ***Example****: you normally put line dancing in Health however, during the month of February you had plenty of events in health but needed extra in education. For the month of February, you could move line Dancing from Health and put it under Education. For unduplicated yearly statistics the event would only be used in one category.*

** - Not to be confused with Information and Assistance.*

2025-2026 Senior Millage Monthly Activity Log

Number of New Senior Participants During This Activity Period:	
Number of Duplicated Senior Participants During This Activity Period:	
Cumulative Number of Unduplicated Senior Participants Year to Date:	

Senior Center Name:	**Month:**

Education Activities			Health Activities			Nutrition Activities			Transportation Activities			Social Services			Outreach			Volunteerism/Planning		
Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Units	Activity Title	Activity Frequency	# of Hours of Service
Total Education	**0**	**0**	**Total Health**	**0**	**0**	**Total Nutrition**	**0**	**0**	**Total Transportation**	**0**	**0**	**Total Social Services**	**0**	**0**	**Total Outreach**	**0**	**0**	**Total Volunteer/ Planning**	**0**	**0**

Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2035 **Agenda Date:** 8/13/2025 **Agenda #:** 5.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of an agreement between Genesee County and the Charter Township of Vienna, in an amount not to exceed $206,330.00, to provide for the operations of the Clio Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

BOARD ACTION REQUESTED:

Approval of the contract between Genesee County and the Charter Township of Vienna (Clio Senior Center) for the fiscal year 2025-2026 in the amount not to exceed $206,330.00.

BACKGROUND:

This annual contract allows the senior centers to receive reimbursement for approved budgeted monthly expenses from the Genesee County Senior Millage.

DISCUSSION:

The Charter Township of Vienna is a local unit of government that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community at the Clio Senior Center.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. #2231-691.00-867.003

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of

seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 contract between Genesee County and the Charter Township of Vienna to fund the Clio Area Senior Center for the term commencing October 1, 2025, through September 30, 2026, in an amount not to exceed $206,330.00 to be paid from account #2231-691.00-867.003, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

CONTRACT BETWEEN

The County of Genesee,
a Municipal Corporation,
Acting By and Through
Genesee County Department of Senior Services
324 South Saginaw Street, Suite 7A
Flint, Michigan 48502

And

Charter Township of Vienna
3400 West Vienna Road
Clio, Michigan 48420
A Local Unit of Government
hereinafter referred to as the "OPERATING ENTITY,"
the entity operating the **Clio Area Senior Center,**
hereinafter referred to as the "Senior Center" or "**CENTER."**
The COUNTY and OPERATING ENTITY together hereinafter referred to as the
"PARTIES."

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

WHEREAS, the Genesee County Board of Commissioners adopted a 2025-2026 Senior Millage – Senior Center Program ("Program") budget with the objective of providing Senior Citizen Services Millage (the "Senior Millage") funds to county senior centers for the purpose of increasing and enhancing senior citizen services, beyond those offered by senior centers prior to the Senior Millage, with funding from the Senior Millage previously authorized by the electorate of Genesee County; and

WHEREAS the objective of the Senior Millage is to fund services that improve the health, safety, and quality of life for Genesee County residents aged 60 years or older; and

WHEREAS Genesee County hereinafter referred to as the "COUNTY" is responsible for administering and expending the Senior Millage as adopted and amended by the Genesee County Board of Commissioners, and for assuring compliance with Program requirements; and

WHEREAS the OPERATING ENTITY operates a CENTER that has been designated as a preferred focal point for comprehensive and coordinated service to seniors in Genesee County; and

WHEREAS the OPERATING ENTITY has adequately represented in its application to the COUNTY that it intends to undertake or continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, because the objectives of the Program coincide with the objectives of the OPERATING ENTITY, the two parties have, therefore, entered this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, the parties agree as follows:

1. The Contract term commences on October 1, 2025, and continues through September 30, 2026. The Contract is effective upon approval by the Genesee County Board of Commissioners.

   The County has the option to extend this Contract for one (1) additional one-year term (the "Extension Term"). The Senior Services Director is authorized to execute the Extension Term on behalf of Genesee County.

2. The OPERATING ENTITY agrees to accept the terms of this Contract and those stated in its submitted application for Senior Millage funding and further agrees to perform the services described in this Contract, the Center's application, and in the attachments listed below, all of which are incorporated by reference to this Contract:

Attachment A:	2025-2026 Senior Millage – Senior Center Program Budget & Revenue Sheet
Attachment B:	2025-2026 Senior Millage – Senior Center Program Monthly Reimbursement Request Form
Attachment C:	ICHAT Form
Attachment D:	Genesee County Senior Services Purchasing Regulations and Genesee County Travel Regulations
Attachment E:	Levels of Monthly Service and Programming Definitions
Attachment F:	Monthly MySeniorCenter Activity log report

   This document governs if a conflict exists between this document and those incorporated by reference or the application.

3. The OPERATING ENTITY agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure that the use of Senior Millage funds complies with all 2025-2026 Senior Millage – Senior Center Program requirements, and further agrees to perform within the policies applicable to program requirements stated:

   a. Senior Centers shall continue to provide the level of service to maintain the associated funding level. For centers failing to meet the benchmarks for two consecutive months following notification, the funding may be reduced to the dollar amount calculated for the level of service.

b. Senior Centers may solicit and accept funds such as donations from many sources including foundations, the public or private sector, individuals, fundraiser events, and other activities, to enhance center programming and operations. Membership fees may also be classified as donations if the service included as part of the fee is offered by the senior center to seniors who choose to not purchase a membership. A center's request for donations shall not be directly tied to the provision of a millage-supported service nor shall a donation result in undue influence over a center for the donating party's private or personal interests. The OPERATING ENTITY shall, within 30 days of receipt of funds, disclose to Genesee County all funds received as alternate sources of income, including donations, membership fees, and revenue.

4. The COUNTY agrees to award the OPERATING ENTITY a total amount not to exceed $206,330.00 for the full term of the Contract for support of services for seniors through the expenditures described in the approved budget submitted by the OPERATING ENTITY, Attachment A to this Contract, said amount to be disbursed and reimbursed as stated in paragraphs 5 of this Contract; subject, however, to limitations contained in this Contract as to the use of Senior Millage funds and possible termination of the Contract due to failure to comply with Program requirements. This Operating Entity is awarded $206,330.00 and is funded at Level 3.

5. The OPERATING ENTITY shall submit to the COUNTY monthly Reimbursement Request Reports, using the format provided in Attachment B of this Contract. All 2025-2026 Program funds will be reimbursed by the COUNTY to the OPERATING ENTITY based on approval of monthly reimbursement requests as documented by invoices and other supporting documentation. Monthly supporting documentation includes the following but is not intended to be all-inclusive: time sheets, copies of payroll/invoices, bank statements, canceled checks, credit card statements, and profit and loss statements. Monthly reimbursement payments will begin in November 2025 for October reimbursements, or as soon thereafter as requests are submitted and approved.

    a. The total amount of fees collected for any program, class, or event for which Senior Millage reimbursement is sought shall be noted on the reimbursement request and deducted from the submitted cost.

    b. All operating and equipment expenditure reimbursement requests for credit and/or debit card purchases must be made using a card issued in the name of the senior center or the municipality under the governing body. Each reimbursement request must include a copy of the full credit or debit card invoice and a copy of the issued check.

    c. OPERATING ENTITY shall not be reimbursed for any reimbursement request including a receipt or invoice in which a portion of the receipt or invoice has been redacted, obscured, or blacked out.

6. The OPERATING ENTITY agrees to purchase, maintain, and utilize MySeniorCenter software for intake, compiling, and reporting of attendance and programming statistics. All users will complete and sign the MySeniorCenter policy before access is given to the database. A monthly activity report provided in Attachment F must be submitted no later than the 5th of every month.

7. 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. The COUNTY may, at its discretion and upon reasonable notice, require the OPERATING ENTITY to complete reports additional to those attached to this Contract regarding the CENTER'S expenses and activities.

8. The following criteria apply for reimbursements:

    a. The monthly reimbursement will not exceed 1/12 of the total funding award unless the Operating Entity has obtained prior approval from the Department of Senior Services. If the Center or Operating Entity is found to be in noncompliance, reimbursement requests may not receive approval until the concern (s) of non-compliance are corrected to the satisfaction of the County.

    b. 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.

    c. Senior Millage funds may not be used to buy gifts or gift cards for employees, interns, senior citizen participants, or board members. Senior Millage funds cannot be used for volunteer or intern stipends, or housing.

    d. All requested reimbursement receipts for this Contract term must be received by the Department of Senior Services by October 31, 2026, including utility payments. Receipts received after this date will not be reimbursed. Submitted items must be invoices or receipts; purchase orders are not reimbursable.

    e. Subject to subparagraph 8d above, reimbursement requests must be submitted within 90 days of the date of service of the activity for which reimbursement is sought, or within 45 days of the date of invoice or receipt, whichever occurs later. Exceptions apply to requests related to annual bills, memberships, or services extending beyond the current fiscal year. This includes but is not limited to payroll, utility bills, phone bills, software subscriptions, memberships, service contracts, trainings

or conferences, and credit card purchases. The remaining portions of the reimbursement requests may be submitted at the start of the following fiscal year.

f. Monthly reimbursement requests can include no more than two months of supplies for the center, including office, operating, or food supplies.

g. All equipment purchases and any facility improvements must be purchased and/or completed by August 2026, to allow Department of Senior Service staff to confirm purchases and improvements before the end of the fiscal year.

h. Senior Millage funds may not be used to purchase daily meals for the senior center without prior approval from the Department of Senior Services.

9. The OPERATING ENTITY agrees to document all revenue. Monetary transactions (cash or check) must be documented, and a receipt issued. Keep documentation related to revenue such as receipts on-site at the CENTER for review by the Department of Senior Services.

10. The OPERATING ENTITY 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. All budget adjustments must be approved by the Department of Senior Services, not to exceed $29,999,99. The Board of Commissioners' approval is required for budget amendments over the amount of $30,000.

11. The OPERATING ENTITY agrees to provide to all Genesee County senior residents aged 60 and over wishing to use services at the CENTER, without any fee differential based on where within the County the senior citizen resides, and a minimum of activities per month for Level 3 and Level 2, respectively for the following services: educational programs (10, 6); health programs (14, 10); and social services (10, 6). Each center will continue support groups, legal services, and health screenings. By March 31, 2025, each center must reach 90% of its required yearly unduplicated count. Level 3 – 1,000: 900; Level 2 – 250: 225.

12. The OPERATING ENTITY agrees to offer and have available daily, congregate meals and/or nutritional programs; transportation services which may be provided by the CENTER or through the Mass Transportation Authority.

13. The OPERATING ENTITY agrees to adhere to senior programming, state, and federal guidelines, and regulations, including but not limited to meal regulations.

14. The OPERATING ENTITY agrees to employ a full-time, on-site Director of the CENTER.

15. The OPERATING ENTITY agrees to keep the CENTER open and accessible to seniors a minimum of forty (40) hours; 5 days per week, except for County or State recognized holidays or other local units of government-approved building closures. Programming must be scheduled for a minimum of forty (40) hours per week.

16. The OPERATING ENTITY agrees to implement the 2025-2026 Program in accordance with the projected budget contained in its application and included as Attachment A to this Contract, subject to any prior approval limitations set forth therein.

17. The OPERATING ENTITY agrees to implement appropriate and adequate methods to evaluate and report on its operational and programmatic performance, including, but not limited to, individual activity participation numbers of seniors, financial record keeping, revenue and expenditures incurred, local maintenance of effort commitments and other applicable supportive documentation of expenditures supported by 2025-2026 Program funds.

18. The OPERATING ENTITY agrees to perform criminal background checks annually 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. See Attachment C. 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 Operating Entity agrees to perform yearly criminal background checks on all board members. See Attachment C. The OPERATING ENTITY 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.

19. The OPERATING ENTITY agrees to perform tests for tuberculosis for all paid staff and volunteer workers who will have direct contact with food preparation and/or distribution tasks and shall submit to the COUNTY proof of said tests within 15 days of their commencement. All other paid staff and volunteers are only required to have a tuberculosis test at the time of hire. It is recommended that all paid staff and volunteers are tested for tuberculosis on an annual basis. The OPERATING ENTITY further agrees that individuals having positive test results will not be permitted to continue in such functions.

20. The OPERATING ENTITY agrees to perform face-to-face CPR/FIRST AID and AED training for all paid staff and contracted employees (excluding instructors and seasonal workers) and shall submit to the COUNTY proof of training within 30 days of their commencement. The OPERATING ENTITY agrees to have on-site an AED machine.

21. The OPERATING ENTITY agrees to comply with mandatory fire, safety, public health codes and standards and local building codes, and to provide annually evidence of continued compliance with current documentation, certifications and/or licenses, as applicable.

22. The OPERATING ENTITY agrees to include the **exact** statement and the Genesee County logo in all printed materials, newsletter, program and registration materials, special events, center's website, advertisements, program presentations, 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.***"

23. The OPERATING ENTITY agrees to email the monthly newsletter by the 5th of each month to the Department of Senior Services. The OPERATING ENTITY also agrees to allow the Department of Senior Services or their Commissioner to place an ad in the newsletter six times per year with statistics or correspondence concerning programs funded by the Senior Millage.

24. The OPERATING ENTITY shall complete the expenditures described in its approved budget (Attachment A of this Contract) no later than the end of the Program Year, September 30, 2026.

25. The OPERATING ENTITY acknowledges that, at any time, the COUNTY may withhold payment of reimbursements if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with any Program requirements. In addition, any funds provided pursuant to the 2025-2026 Program are subject to repayment to the COUNTY if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with Program requirements at any time during the 2025-2026 Program period or a prior period.

26. The COUNTY may terminate this Contract without notice at any time during the Contract term if it determines that the OPERATING ENTITY has failed to

substantially comply with Contract requirements. At the COUNTY'S option, the OPERATING ENTITY may be given fourteen (14) days' notice and the opportunity to cure the deficiencies in its Program. Furthermore, this Contract may be terminated by the County for any reason related to changing objectives of the Senior Services Program or due to diminution of funds by giving the OPERATING ENTITY written notice of the effective date of termination. All costs and liabilities associated with this Contract will cease as of the effective date of termination. Requests for funding for costs up to that date will be subject to the COUNTY assessment of acceptability.

27. This Contract may be modified by the parties only by a written document signed by authorized representatives.

28. The OPERATING ENTITY agrees that, during its tenure and for one year thereafter, none of its members, officers, or employees who exercise any functions or responsibilities with respect to the performance of the activities which are subject to this Contract shall have any interest, direct or indirect, in any subcontract or the proceeds thereof for work to be performed in connection with this Contract. The OPERATING ENTITY further agrees to incorporate a provision prohibiting such interest in all subcontracts regarding the performance of such activities.

29. The OPERATING ENTITY agrees that no individual who serves as a member of the governing board or is a member of a Board Committee or advisory committee may be employed as a staff member during his/her term of office. The OPERATING ENTITY further agrees that no Senior Millage funds shall be used to pay for the services of any employee or contractor who is a member of the immediate family of a member of the OPERATING ENTITY's governing board or of the director of the CENTER unless the individual was hired before the year 2006 and has been in continuous employment with the CENTER since being hired. A member of an immediate family shall include any of the following persons: Husband, Wife, Father Father-in-law, Mother, Mother-in-law, Sister, Sister-in-law, Brother, Brother-in-law, Son, Son-in-law, Daughter, Daughter-in-law, niece, nephew, grandchildren, aunt, uncle, cousin, stepparent, step-sibling, or domestic partner.

30. The OPERATING ENTITY agrees that no individual who serves as a member of the OPERATING ENTITY's governing board or is a member of a board committee or advisory committee will receive any payment for services from the OPERATING ENTITY.

31. The OPERATING ENTITY agrees that the Director of the CENTER will be an employee of the OPERATING ENTITY and will not hold a voting position on the governing board of the OPERATING ENTITY. The OPERATING ENTITY further agrees that the Director shall have no authority regarding the selection, evaluation, nomination, appointment, or election of any member of the governing board. It shall be the responsibility of the governing board to review and approve decisions by the Director.

32. The OPERATING ENTITY and its employees are not Genesee County employees.

33. The OPERATING ENTITY shall comply with all federal, state, or local laws, regulations and standards, processes, and any amendments thereto, as they may apply to the performance of this Contract.

34. The OPERATING ENTITY agrees to adhere to its own procurement standards or, in the absence of such acceptable standards, to the Genesee County Senior Services Purchasing Regulations as set forth in Attachment D to this Contract. The OPERATING ENTITY 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 D to this Contract. Notwithstanding the preceding, no reimbursements for overnight travel or travel outside of Genesee County shall be made from Senior Millage funds without prior approval of the Genesee County Board of Commissioners. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.

35. The OPERATING ENTITY agrees to allow the COUNTY to enter a contract with a firm to administer an annual Audited Financial Report of the CENTER operations. It is understood that a copy of the audit is required as part of the application for funding. No reimbursements for the performance period of this Contract will be made prior to a copy of the audit being provided. The OPERATING ENTITY shall submit a copy of the filed 990, 1099, and W-2 forms for the current year.

36. The OPERATING ENTITY 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 events of the senior center in a non-candidate capacity.

vii. Supporting the Senior Millage

37. The OPERATING ENTITY 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 in one instance, shall not constitute automatic future waiver regarding the requirements of this paragraph. 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 $250.00 or more per unit. Equipment purchases not included in the submitted budget are automatically unapproved unless a formal budget amendment is submitted to the Senior Services Director.

38. The OPERATING ENTITY 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 OPERATING ENTITY 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 OPERATING ENTITY of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.

39. The OPERATING ENTITY shall indemnify, defend, and hold harmless the COUNTY against any and all expenses and liability of any kind which the

COUNTY may sustain, incur, or be required to pay to arise out of this Contract; provided, however, that the provision of this paragraph shall not apply to liabilities or expenses caused by, or resulting from, the willful or negligent acts or omissions of the COUNTY or any of its officers or employees. Further, in the event the OPERATING ENTITY becomes involved in, or is threatened with, litigation related to this Contract, or the activities supported by the 2025-2026 Senior Millage – Senior Center Program, the OPERATING ENTITY shall immediately notify the COUNTY, wherein the COUNTY may enter into such litigation to protect the interests of the COUNTY as they may appear.

40. The OPERATING ENTITY shall not discriminate against any employee or applicant for employment with respect to hiring, 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 (including, but not limited to, pregnancy, sexual orientation, or gender identity), disability, marital status, height, weight, or genetic information.

41. The OPERATING ENTITY agrees that the COUNTY may, at reasonable times and without notice, visit and inspect the CENTER and discuss or survey the CENTER'S activities with seniors who agree to participate.

42. The OPERATING ENTITY gives the COUNTY, or any other representatives designated by the COUNTY, the right to visit the CENTER at reasonable times and without notice, to examine all records, books, and papers related to the performance of activities which are the subject of this Contract.

43. The OPERATING ENTITY acknowledges that the COUNTY as a public body is 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 OPERATING ENTITY 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.

44. 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.

45. The Contract Administrator of this Contract is the Senior Services Director, Lynn M. Radzilowski. Obligations of or to the COUNTY in this Contract will be performed by or provided to, the Contract Administrator, or her designee.

The individual or officer signing this Contract certifies by their name that they are authorized to sign this Contract on behalf of the responsible governing board, official, entity, or contractor.

COUNTY OF GENESEE

By:_____
Delrico Loyd, Chairperson
Genesee County Board of Commissioners

_____
Date

CHARTER TOWNSHIP OF VIENNA

By:_____
Joseph Rizk, Township Supervisor
Charter Township of Vienna

_____
Date

Attachment A for Contract: 2025 - 2026 Budget and Administration

**CASC non-profit numbers reflect the 2024 calendar year.*

	2024-2025 Budget Revenue	2025-2026 Proposed Revenue
Name of Senior Center: Clio Senior Center		
GCOSS	$ 206,330.00	$ 206,330.00
SUBTOTAL	**$ 206,330.00**	**$ 206,330.00**
General Fund		
Local School District	$ -	$ -
Local Special Millage	$ -	$ -
In-Kind Value		
LEASE/		
VAN GAS		
		$ -
Federal CDBG		
State of Mich. Office of Services to the Aging	$ -	$ -
Mass Transportation Authority	$ 22,888.00	$ 27,000.00
Valley Area Agency on Aging	$ -	$ -
Private Contributions/Donations	$ 16,661.00	$ 15,000.00
Special Projects Grants		
		$ -
		$ -
Program Service Fees / TRAVEL		
Classes	$ 490.00	$ 500.00
Travel	$ 6,765.00	$ 6,000.00
Rental Income	$ 28,888.00	$ 25,000.00
Interest Income	$ 1,335.00	$ 1,200.00
Membership	$ 1,540.00	$ 1,500.00
Newsletter Fees	$ 640.00	$ 700.00
Fundraising Events	$ 43,628.00	$ 40,000.00
Other Revenue Sources		
MEMORIALS/COMMISSIONS	$ 388.00	$ 1,000.00
SUBTOTAL	**$ 123,223.00**	**$ 117,900.00**
		$ -
Total Revenue	**$ 329,553.00**	**$ 324,230.00**
Identify the supporting Local Unit of Government(s):		

Name of Center:	FY 2024-2025 Senior Millage Budget	Proposed FY 2025-2026 Senior Center Budget Expenditures - Senior Millage
ADMINISTRATION		
Salaries – Administrative	$ 49,800.00	$ 51,730.00
Salaries – Support Staff	$ -	$ -
Deputy Director	$ 30,800.00	$ 33,000.00
Accountant	$ 3,462.00	$ 3,500.00
Program Assistant	$ 17,000.00	$ 18,000.00
Part-time Custodians		$ 14,500.00
Fringes -- Employer FICA	$ 8,000.00	$ 9,500.00
Fringes – Medical	$ 30,555.00	$ 2,125.00
Fringes – Other	$ -	$ -
Life Insurance	$ 287.00	$ 300.00
Longevity	$ 2,537.00	$ 1,315.00
Medical Ret. Fund	$ -	$ -
Pension Plan	$ 795.00	$ 8,060.00
Personal Hours	$ -	$ 1,350.00
SUBTOTAL	$ 143,236.00	$ 143,380.00
PROGRAMMING		
Special Projects / Events	$ -	
Volunteer Expenses	$ -	$ -
SUBTOTAL	$ -	$ -
OPERATIONS		
Facility Maintenance	$ -	$ -
Building	$ -	$ -
	$ -	$ -
Equipment Maintenance	$ -	$ -
Grounds Maintenance	$ -	$ 800.00
Insurances & Bonds	$ 6,000.00	$ 6,500.00
Legal Services	$ -	$ -
Professional Services	$ -	$ -
Audit	$ 1,800.00	$ 2,000.00
Class Instructors	$ -	$ -
Part-time Custodians	$ 11,500.00	
Pest Control	$ 750.00	
Security Monitoring	$ 600.00	$ 1,200.00
Memberships / Publications	$ 510.00	$ 150.00
Office Supplies	$ -	$ -
Operating Supplies	$ -	$ -
Postage	$ -	$ -
Service Contracts/Licenses	$ -	$ -
Licenses	$ -	$ 300.00
Fire Inspections	$ -	
IT Services	$ 6,270.00	$ 6,800.00
Lawn Mowing	$ 4,500.00	$ 5,000.00
Snow Plowing	$ 5,730.00	$ 8,500.00
Phone/ Fax/ Internet/ Web Services	$ -	$ -
Utilities	$ 19,833.00	$ 25,000.00
Vehicle Maintenance / Insurance	$ 5,000.00	$ 6,000.00
Outreach	$ -	$ -
		$ -
SUBTOTAL	**$ 62,493.00**	**$ 62,250.00**
COMPUTERS SOFTWARE		
XAVUS SOLUTIONS	$ 600.00	$ 700.00
Equipment Purchases	$ -	$ -
SUBTOTAL	$ 600.00	$ 700.00
TOTAL AWARD EXPENDITURES	**$ 206,329.00**	**$ 206,330.00**

2025-2026 SENIOR MILLAGE MONTHLY REIMBURSEMENT REQUEST

Senior Center: Clio Area Senior Center

Pay to (Operating Entity): Vienna Township

Mail Address: 3400 W. Vienna Road

Clio, MI 48420

2025-2026 SENIOR MILLAGE FUND BALANCE

2025-2026 Millage Allocation: $ 206,330.00

Funds Previously Requested $ -

Balance Remaining Prior to this Request: $ -

Time Period of Expenditures for this Request: October 1 - October 31, 2025

Total Claimed in this Request: $ -

Balance Remaining After this Request: $ -

$ -

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

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number / Confirmation of Payment
ADMINISTRATION EXPENDITURES			
SUBTOTAL - ADMINISTRATION	$ -		
PROGRAMMING EXPENDITURES			
SUBTOTAL - PROGRAMMING	$ -		

ATTACHMENT B 2025-2026 SENIOR MILLAGE SENIOR CENTER MONTHLY REIMBURSEMENT REQUEST FORM

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number -- Confirmation of Payment
OPERATIONS EXPENDITURES			
SUBTOTAL - OPERATIONS	$ -		
EQUIPMENT PURCHASES EXPENDITURES			
SUBTOTAL - EQUIPMENT	$ -		
TOTAL MONTHLY EXPENDITURES	$ -		
TOTAL MONTHLY REIMBURSEMENT REQUEST	$ -		

GENESEE COUNTY
SENIOR SERVICES

County Administration Building
324 S. Saginaw St.
7th Floor - Suite 7A
Flint, Michigan 48502
(810) 424-4478

Lynn M. Radzilowski
Director

Authorization for Michigan ICHAT
(Internet Criminal History Access Tool)

Reason for ICHAT (please circle one): Employment Volunteer
Other:_____

First Name: _____ **Middle Name:** _____ **Last Name:** _____

Date of Birth: _____ **Race:** _____ **Gender:** _____

Other Last Name(s): _____
Other First Name(s): _____
Other Middle Initial: _____

Senior Center _____

I authorize the Genesee County Department of Senior Services and/or its agents to conduct a background check, including, but not limited to, the information I have indicated above. I understand that the information obtained will be used for lawful purposes only.

□ By checking this box, I authorize the Genesee County Department of Senior Services to perform annual background checks while volunteering or employed at the senior center, and I release all persons, companies, or agencies from any liability that may result from furnishing such information.

_____ _____
Signature of Applicant **Date**

_____ _____
Witness **Date**

Please return original to:

Department of Senior Services
324 S. Saginaw St.
7th Floor – Suite 7A
Flint, MI 48502

Genesee County Purchasing Regulations:

https://cms3.revize.com/revize/geneseenew/PURCHASING%20REGULATIONS%208222016.pdf

Genesee County Travel Regulations:

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

2025-2026 Levels of Service - Senior Citizen Centers

	Minimum Average Number of Activity / Service Type Provided Each Month		
Activity / Service Type	**Level 3**	**Level 2**	**Level 1**
Education	10	6	4
Health	14	10	8
Nutrition	Available	Available	Available
Transportation	Available	Available	Available
Social Services	10	6	Available
Outreach	Distribute Newsletter	Distribute Newsletter	Distribute Newsletter
Reports of Participation	MySeniorCenter	MySeniorCenter	Sign-in sheets
Volunteerism / Planning	Available	Available	Available
Support Groups	Available	Available	Not Required
Legal Services	Available	Available	Not Required
Health Screenings	Available	Available	Not Required
Unduplicated Seniors	1,000+	250+	100+

Programming Definitions

Education – A class or seminar **lead by an instructor** to show "how to do" or give information on a specific topic. Education examples but are not limited to:

Computer Classes, Craft Classes, Driver Safety Classes, Quilting or Sewing Classes, Gardening, Investments, Tech Class, Painting Classes, Music Lessons, Woodshop, Woodcarving, Diabetic Classes

Health – Services/Classes/Exercise – Programming which falls under medical services. Health examples but are not limited to:

Brain Games, Chess, Puzzles, Vaccinations, Exercise, Dance Classes, Tai Chi, Yoga, Wii Games, Podiatrist,

Chiropractor, Health Screenings (blood pressure, blood sugar, vision, hearing, etc.)

Nutrition Services – Provision for healthy meals and healthy eating, which includes but is not limited to:

Congregate Meals, Senior Center Meals, Cooking Classes, Food Pantry, Commodities, TEFAP, Senior Project Fresh, Nutrition education

Transportation – Transportation is limited to transporting older adults in Senior Center vehicles or MTA transportation set up through the senior center. A ride is considered as one way. *Example – You pick up Jan Doe at her home to the Senior Center. She has requested to go to the post office and then to her home. This would be logged as three rides*. Transportation does not include rented Motorcoach Transportation. Transportation includes but not limited to:

Grocery shopping, to/from the senior Center, Doctor/Medical appointments, Personal needs

Socialization – Programming to enhance the older adult's social experience. Socialization includes but is not limited to:

Bingo, Cards, Entertainment events, Coffee/socializing, social groups such as knitting/crocheting without

Instructor, travel programs

Social Services – Services performed (one to one) by volunteers or staff personnel. Social services include but are not limited to:

Housing information, Intake – Assessment and Referral*, Legal Services, My Bridges, Medicare Part D, MMAP, Tax Assistance, Medical Loan Closet, Support Groups*, CHAP/Social Workers, Medical Program

Registration (Genesee Health Plan Dental, Advanced Care Planning, etc.)

Outreach – Outreach includes but is not limited to:

Newsletters, Presentations/Speaking engagements regarding the Senior Center, Information and Assistance, Marketing efforts, Senior Center Website visits

Volunteerism – Unpaid service to the Senior Center, includes but are not limited to:

Center maintenance, AARP tax volunteers, Committee/Board members, Reception Desk/Greeters, Instructors, Kitchen help

** - It is understood a program may fall withing the definition of more than one area. It should be used in only one category per month.* ***Example****: you normally put line dancing in Health however, during the month of February you had plenty of events in health but needed extra in education. For the month of February, you could move line Dancing from Health and put it under Education. For unduplicated yearly statistics the event would only be used in one category.*

** - Not to be confused with Information and Assistance.*

2025-2026 Senior Millage Monthly Activity Log

Number of New Senior Participants During This Activity Period:	
Number of Duplicated Senior Participants During This Activity Period:	
Cumulative Number of Unduplicated Senior Participants Year to Date:	

Senior Center Name:	**Month:**

Education Activities			Health Activities			Nutrition Activities			Transportation Activities			Social Services			Outreach			Volunteerism/Planning		
Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Units	Activity Title	Activity Frequency	# of Hours of Service
Total Education	**0**	**0**	**Total Health**	**0**	**0**	**Total Nutrition**	**0**	**0**	**Total Transportation**	**0**	**0**	**Total Social Services**	**0**	**0**	**Total Outreach**	**0**	**0**	**Total Volunteer/ Planning**	**0**	**0**

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? New for FY 2025-2026

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.

michigan municipal league

Liability & Property Pool

BINDER #: MML786520017

EFFECTIVE DATE: January 1, 2025

This Binder is effective until issuance of Coverage Document

This is a Binder of Coverage provided to the **Vienna Charter Township** . The coverages and limits provided are those contained in the attached coverage summary and/or current Michigan Municipal League Liability and Property Pool Coverage Document.

No coverage is provided by this Binder except in accordance with the terms and conditions of the Coverage Document of the Michigan Municipal League Liability and Property Pool.

Meadowbrook, Inc., is the authorized administrative representative of the Michigan Municipal League Liability and Property Pool.

Date Issued: **November 19, 2024**

By: _____

Troy L Feltman
Authorized Representative

A SERVICE OF THE MICHIGAN MUNICIPAL LEAGUE

Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2036 **Agenda Date:** 8/13/2025 **Agenda #:** 6.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of an agreement between Genesee County and the Davison-Richfield Senior Citizens Activity Center, in an amount not to exceed $206,330.00, to provide for the operations of the Davison Area Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

BOARD ACTION REQUESTED:

Approval of the contract between Genesee County and the Davison-Richfield Senior Citizens Activity Center. (Davison Area Senior Center) for the fiscal year 2025-2026 in the amount not to exceed $206,330.00.

BACKGROUND:

This annual contract allows the senior centers to receive reimbursement for approved budgeted monthly expenses from the Genesee County Senior Millage.

DISCUSSION:

The Davison-Richfield Senior Citizens Activity Center is a local unit of government that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community at the Davison-Richfield Senior Center.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. #2231-691.00-867.004

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 contract between Genesee County and the Davison-Richfield Area Senior Citizens Activity Center to fund the Davison Area Senior Center for the term commencing October 1, 2025, through September 30, 2026, in an amount not to exceed $206,330.00 to be paid from account #2231-691.00-867.004, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

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? New for FY 2025-2026

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.

CONTRACT BETWEEN

The County of Genesee,
a Municipal Corporation,
Acting By and Through
Genesee County Department of Senior Services
324 South Saginaw Street, Suite 7A
Flint, Michigan 48502

And

Davison-Richfield Area Senior Citizens Activity Center
10135 Lapeer Road
Davison, Michigan 48423
A Local Unit of Government
hereinafter referred to as the "OPERATING ENTITY,"
the entity operating the **Davison Area Senior Center,**
hereinafter referred to as the "Senior Center" or "**CENTER."**
The COUNTY and OPERATING ENTITY together hereinafter referred to as the
"PARTIES."

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

WHEREAS, the Genesee County Board of Commissioners adopted a 2025-2026 Senior Millage – Senior Center Program ("Program") budget with the objective of providing Senior Citizen Services Millage (the "Senior Millage") funds to county senior centers for the purpose of increasing and enhancing senior citizen services, beyond those offered by senior centers prior to the Senior Millage, with funding from the Senior Millage previously authorized by the electorate of Genesee County; and

WHEREAS the objective of the Senior Millage is to fund services that improve the health, safety, and quality of life for Genesee County residents aged 60 years or older; and

WHEREAS Genesee County hereinafter referred to as the "COUNTY" is responsible for administering and expending the Senior Millage as adopted and amended by the Genesee County Board of Commissioners, and for assuring compliance with Program requirements; and

WHEREAS the OPERATING ENTITY operates a CENTER that has been designated as a preferred focal point for comprehensive and coordinated service to seniors in Genesee County; and

WHEREAS the OPERATING ENTITY has adequately represented in its application to the COUNTY that it intends to undertake or continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, because the objectives of the Program coincide with the objectives of the OPERATING ENTITY, the two parties have, therefore, entered this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, the parties agree as follows:

1. The Contract term commences on October 1, 2025, and continues through September 30, 2026. The Contract is effective upon approval by the Genesee County Board of Commissioners.

   The County has the option to extend this Contract for one (1) additional one-year term (the "Extension Term"). The Senior Services Director is authorized to execute the Extension Term on behalf of Genesee County.

2. The OPERATING ENTITY agrees to accept the terms of this Contract and those stated in its submitted application for Senior Millage funding and further agrees to perform the services described in this Contract, the Center's application, and in the attachments listed below, all of which are incorporated by reference to this Contract:

Attachment A:	2025-2026 Senior Millage – Senior Center Program Budget & Revenue Sheet
Attachment B:	2025-2026 Senior Millage – Senior Center Program Monthly Reimbursement Request Form
Attachment C:	ICHAT Form
Attachment D:	Genesee County Senior Services Purchasing Regulations and Genesee County Travel Regulations
Attachment E:	Levels of Monthly Service and Programming Definitions
Attachment F:	Monthly MySeniorCenter Activity log report

   This document governs if a conflict exists between this document and those incorporated by reference or the application.

3. The OPERATING ENTITY agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure that the use of Senior Millage funds complies with all 2025-2026 Senior Millage – Senior Center Program requirements, and further agrees to perform within the policies applicable to program requirements stated:

   a. Senior Centers shall continue to provide the level of service to maintain the associated funding level. For centers failing to meet the benchmarks for two consecutive months following notification, the funding may be reduced to the dollar amount calculated for the level of service.

b. Senior Centers may solicit and accept funds such as donations from many sources including foundations, the public or private sector, individuals, fundraiser events, and other activities, to enhance center programming and operations. Membership fees may also be classified as donations if the service included as part of the fee is offered by the senior center to seniors who choose to not purchase a membership. A center's request for donations shall not be directly tied to the provision of a millage-supported service nor shall a donation result in undue influence over a center for the donating party's private or personal interests. The OPERATING ENTITY shall, within 30 days of receipt of funds, disclose to Genesee County all funds received as alternate sources of income, including donations, membership fees, and revenue.

4. The COUNTY agrees to award the OPERATING ENTITY a total amount not to exceed $206,330.00 for the full term of the Contract for support of services for seniors through the expenditures described in the approved budget submitted by the OPERATING ENTITY, Attachment A to this Contract, said amount to be disbursed and reimbursed as stated in paragraphs 5 of this Contract; subject, however, to limitations contained in this Contract as to the use of Senior Millage funds and possible termination of the Contract due to failure to comply with Program requirements. This Operating Entity is awarded $206,330.00 and is funded at Level 3.

5. The OPERATING ENTITY shall submit to the COUNTY monthly Reimbursement Request Reports, using the format provided in Attachment B of this Contract. All 2025-2026 Program funds will be reimbursed by the COUNTY to the OPERATING ENTITY based on approval of monthly reimbursement requests as documented by invoices and other supporting documentation. Monthly supporting documentation includes the following but is not intended to be all-inclusive: time sheets, copies of payroll/invoices, bank statements, canceled checks, credit card statements, and profit and loss statements. Monthly reimbursement payments will begin in November 2025 for October reimbursements, or as soon thereafter as requests are submitted and approved.

   a. The total amount of fees collected for any program, class, or event for which Senior Millage reimbursement is sought shall be noted on the reimbursement request and deducted from the submitted cost.

   b. All operating and equipment expenditure reimbursement requests for credit and/or debit card purchases must be made using a card issued in the name of the senior center or the municipality under the governing body. Each reimbursement request must include a copy of the full credit or debit card invoice and a copy of the issued check.

   c. OPERATING ENTITY shall not be reimbursed for any reimbursement request including a receipt or invoice in which a portion of the receipt or invoice has been redacted, obscured, or blacked out.

6. The OPERATING ENTITY agrees to purchase, maintain, and utilize MySeniorCenter software for intake, compiling, and reporting of attendance and programming statistics. All users will complete and sign the MySeniorCenter policy before access is given to the database. A monthly activity report provided in Attachment F must be submitted no later than the 5th of every month.

7. 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. The COUNTY may, at its discretion and upon reasonable notice, require the OPERATING ENTITY to complete reports additional to those attached to this Contract regarding the CENTER'S expenses and activities.

8. The following criteria apply for reimbursements:

    a. The monthly reimbursement will not exceed 1/12 of the total funding award unless the Operating Entity has obtained prior approval from the Department of Senior Services. If the Center or Operating Entity is found to be in noncompliance, reimbursement requests may not receive approval until the concern (s) of non-compliance are corrected to the satisfaction of the County.

    b. 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.

    c. Senior Millage funds may not be used to buy gifts or gift cards for employees, interns, senior citizen participants, or board members. Senior Millage funds cannot be used for volunteer or intern stipends, or housing.

    d. All requested reimbursement receipts for this Contract term must be received by the Department of Senior Services by October 31, 2026, including utility payments. Receipts received after this date will not be reimbursed. Submitted items must be invoices or receipts; purchase orders are not reimbursable.

    e. Subject to subparagraph 8d above, reimbursement requests must be submitted within 90 days of the date of service of the activity for which reimbursement is sought, or within 45 days of the date of invoice or receipt, whichever occurs later. Exceptions apply to requests related to annual bills, memberships, or services extending beyond the current fiscal year. This includes but is not limited to payroll, utility bills, phone bills, software subscriptions, memberships, service contracts, trainings

or conferences, and credit card purchases. The remaining portions of the reimbursement requests may be submitted at the start of the following fiscal year.

f. Monthly reimbursement requests can include no more than two months of supplies for the center, including office, operating, or food supplies.

g. All equipment purchases and any facility improvements must be purchased and/or completed by August 2026, to allow Department of Senior Service staff to confirm purchases and improvements before the end of the fiscal year.

h. Senior Millage funds may not be used to purchase daily meals for the senior center without prior approval from the Department of Senior Services.

9. The OPERATING ENTITY agrees to document all revenue. Monetary transactions (cash or check) must be documented, and a receipt issued. Keep documentation related to revenue such as receipts on-site at the CENTER for review by the Department of Senior Services.

10. The OPERATING ENTITY 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. All budget adjustments must be approved by the Department of Senior Services, not to exceed $29,999,99. The Board of Commissioners' approval is required for budget amendments over the amount of $30,000.

11. The OPERATING ENTITY agrees to provide to all Genesee County senior residents aged 60 and over wishing to use services at the CENTER, without any fee differential based on where within the County the senior citizen resides, and a minimum of activities per month for Level 3 and Level 2, respectively for the following services: educational programs (10, 6); health programs (14, 10); and social services (10, 6). Each center will continue support groups, legal services, and health screenings. By March 31, 2025, each center must reach 90% of its required yearly unduplicated count. Level 3 – 1,000: 900; Level 2 – 250: 225.

12. The OPERATING ENTITY agrees to offer and have available daily, congregate meals and/or nutritional programs; transportation services which may be provided by the CENTER or through the Mass Transportation Authority.

13. The OPERATING ENTITY agrees to adhere to senior programming, state, and federal guidelines, and regulations, including but not limited to meal regulations.

14. The OPERATING ENTITY agrees to employ a full-time, on-site Director of the CENTER.

15. The OPERATING ENTITY agrees to keep the CENTER open and accessible to seniors a minimum of forty (40) hours; 5 days per week, except for County or State recognized holidays or other local units of government-approved building closures. Programming must be scheduled for a minimum of forty (40) hours per week.

16. The OPERATING ENTITY agrees to implement the 2025-2026 Program in accordance with the projected budget contained in its application and included as Attachment A to this Contract, subject to any prior approval limitations set forth therein.

17. The OPERATING ENTITY agrees to implement appropriate and adequate methods to evaluate and report on its operational and programmatic performance, including, but not limited to, individual activity participation numbers of seniors, financial record keeping, revenue and expenditures incurred, local maintenance of effort commitments and other applicable supportive documentation of expenditures supported by 2025-2026 Program funds.

18. The OPERATING ENTITY agrees to perform criminal background checks annually 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. See Attachment C. 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 Operating Entity agrees to perform yearly criminal background checks on all board members. See Attachment C. The OPERATING ENTITY 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.

19. The OPERATING ENTITY agrees to perform tests for tuberculosis for all paid staff and volunteer workers who will have direct contact with food preparation and/or distribution tasks and shall submit to the COUNTY proof of said tests within 15 days of their commencement. All other paid staff and volunteers are only required to have a tuberculosis test at the time of hire. It is recommended that all paid staff and volunteers are tested for tuberculosis on an annual basis. The OPERATING ENTITY further agrees that individuals having positive test results will not be permitted to continue in such functions.

20. The OPERATING ENTITY agrees to perform face-to-face CPR/FIRST AID and AED training for all paid staff and contracted employees (excluding instructors and seasonal workers) and shall submit to the COUNTY proof of training within 30 days of their commencement. The OPERATING ENTITY agrees to have on-site an AED machine.

21. The OPERATING ENTITY agrees to comply with mandatory fire, safety, public health codes and standards and local building codes, and to provide annually evidence of continued compliance with current documentation, certifications and/or licenses, as applicable.

22. The OPERATING ENTITY agrees to include the **exact** statement and the Genesee County logo in all printed materials, newsletter, program and registration materials, special events, center's website, advertisements, program presentations, 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.***"

23. The OPERATING ENTITY agrees to email the monthly newsletter by the 5th of each month to the Department of Senior Services. The OPERATING ENTITY also agrees to allow the Department of Senior Services or their Commissioner to place an ad in the newsletter six times per year with statistics or correspondence concerning programs funded by the Senior Millage.

24. The OPERATING ENTITY shall complete the expenditures described in its approved budget (Attachment A of this Contract) no later than the end of the Program Year, September 30, 2026.

25. The OPERATING ENTITY acknowledges that, at any time, the COUNTY may withhold payment of reimbursements if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with any Program requirements. In addition, any funds provided pursuant to the 2025-2026 Program are subject to repayment to the COUNTY if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with Program requirements at any time during the 2025-2026 Program period or a prior period.

26. The COUNTY may terminate this Contract without notice at any time during the Contract term if it determines that the OPERATING ENTITY has failed to

substantially comply with Contract requirements. At the COUNTY'S option, the OPERATING ENTITY may be given fourteen (14) days' notice and the opportunity to cure the deficiencies in its Program. Furthermore, this Contract may be terminated by the County for any reason related to changing objectives of the Senior Services Program or due to diminution of funds by giving the OPERATING ENTITY written notice of the effective date of termination. All costs and liabilities associated with this Contract will cease as of the effective date of termination. Requests for funding for costs up to that date will be subject to the COUNTY assessment of acceptability.

27. This Contract may be modified by the parties only by a written document signed by authorized representatives.

28. The OPERATING ENTITY agrees that, during its tenure and for one year thereafter, none of its members, officers, or employees who exercise any functions or responsibilities with respect to the performance of the activities which are subject to this Contract shall have any interest, direct or indirect, in any subcontract or the proceeds thereof for work to be performed in connection with this Contract. The OPERATING ENTITY further agrees to incorporate a provision prohibiting such interest in all subcontracts regarding the performance of such activities.

29. The OPERATING ENTITY agrees that no individual who serves as a member of the governing board or is a member of a Board Committee or advisory committee may be employed as a staff member during his/her term of office. The OPERATING ENTITY further agrees that no Senior Millage funds shall be used to pay for the services of any employee or contractor who is a member of the immediate family of a member of the OPERATING ENTITY's governing board or of the director of the CENTER unless the individual was hired before the year 2006 and has been in continuous employment with the CENTER since being hired. A member of an immediate family shall include any of the following persons: Husband, Wife, Father Father-in-law, Mother, Mother-in-law, Sister, Sister-in-law, Brother, Brother-in-law, Son, Son-in-law, Daughter, Daughter-in-law, niece, nephew, grandchildren, aunt, uncle, cousin, stepparent, step-sibling, or domestic partner.

30. The OPERATING ENTITY agrees that no individual who serves as a member of the OPERATING ENTITY's governing board or is a member of a board committee or advisory committee will receive any payment for services from the OPERATING ENTITY.

31. The OPERATING ENTITY agrees that the Director of the CENTER will be an employee of the OPERATING ENTITY and will not hold a voting position on the governing board of the OPERATING ENTITY. The OPERATING ENTITY further agrees that the Director shall have no authority regarding the selection, evaluation, nomination, appointment, or election of any member of the governing board. It shall be the responsibility of the governing board to review and approve decisions by the Director.

32. The OPERATING ENTITY and its employees are not Genesee County employees.

33. The OPERATING ENTITY shall comply with all federal, state, or local laws, regulations and standards, processes, and any amendments thereto, as they may apply to the performance of this Contract.

34. The OPERATING ENTITY agrees to adhere to its own procurement standards or, in the absence of such acceptable standards, to the Genesee County Senior Services Purchasing Regulations as set forth in Attachment D to this Contract. The OPERATING ENTITY 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 D to this Contract. Notwithstanding the preceding, no reimbursements for overnight travel or travel outside of Genesee County shall be made from Senior Millage funds without prior approval of the Genesee County Board of Commissioners. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.

35. The OPERATING ENTITY agrees to allow the COUNTY to enter a contract with a firm to administer an annual Audited Financial Report of the CENTER operations. It is understood that a copy of the audit is required as part of the application for funding. No reimbursements for the performance period of this Contract will be made prior to a copy of the audit being provided. The OPERATING ENTITY shall submit a copy of the filed 990, 1099, and W-2 forms for the current year.

36. The OPERATING ENTITY 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 events of the senior center in a non-candidate capacity.

vii. Supporting the Senior Millage

37. The OPERATING ENTITY 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 in one instance, shall not constitute automatic future waiver regarding the requirements of this paragraph. 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 $250.00 or more per unit. Equipment purchases not included in the submitted budget are automatically unapproved unless a formal budget amendment is submitted to the Senior Services Director.

38. The OPERATING ENTITY 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 OPERATING ENTITY 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 OPERATING ENTITY of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.

39. The OPERATING ENTITY shall indemnify, defend, and hold harmless the COUNTY against any and all expenses and liability of any kind which the

COUNTY may sustain, incur, or be required to pay to arise out of this Contract; provided, however, that the provision of this paragraph shall not apply to liabilities or expenses caused by, or resulting from, the willful or negligent acts or omissions of the COUNTY or any of its officers or employees. Further, in the event the OPERATING ENTITY becomes involved in, or is threatened with, litigation related to this Contract, or the activities supported by the 2025-2026 Senior Millage – Senior Center Program, the OPERATING ENTITY shall immediately notify the COUNTY, wherein the COUNTY may enter into such litigation to protect the interests of the COUNTY as they may appear.

40. The OPERATING ENTITY shall not discriminate against any employee or applicant for employment with respect to hiring, 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 (including, but not limited to, pregnancy, sexual orientation, or gender identity), disability, marital status, height, weight, or genetic information.

41. The OPERATING ENTITY agrees that the COUNTY may, at reasonable times and without notice, visit and inspect the CENTER and discuss or survey the CENTER'S activities with seniors who agree to participate.

42. The OPERATING ENTITY gives the COUNTY, or any other representatives designated by the COUNTY, the right to visit the CENTER at reasonable times and without notice, to examine all records, books, and papers related to the performance of activities which are the subject of this Contract.

43. The OPERATING ENTITY acknowledges that the COUNTY as a public body is 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 OPERATING ENTITY 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.

44. 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.

45. The Contract Administrator of this Contract is the Senior Services Director, Lynn M. Radzilowski. Obligations of or to the COUNTY in this Contract will be performed by or provided to, the Contract Administrator, or her designee.

The individual or officer signing this Contract certifies by their name that they are authorized to sign this Contract on behalf of the responsible governing board, official, entity, or contractor.

COUNTY OF GENESEE

By:_____
Delrico Loyd, Chairperson
Genesee County Board of Commissioners

_____
Date

DAVISON-RICHFIELD AREA SENIOR CITIZENS ACTIVITY CENTER

By:_____
Dona Jenks, President
Davison Area Senior Center

_____
Date

Attachment A for Contract: 2025 - 2026 Budget and Administration

	2024-2025 Budget Revenue	2025-2026 Proposed Revenue
Name of Senior Center: Davison Area Senior Center		
	$ -	
SUBTOTAL	**$ 206,330.00**	**$ 206,330.00**
Private Contributions/Donations	$ 900.00	$ 1,100.00
Special Projects Grants		
City of Davison	$ 5,000.00	$ 6,000.00
Township of Davison	$ 71,099.00	$ 72,379.00
Richfield Township	$ 6,500.00	$ 7,500.00
Program Service Fees / TRAVEL	$ 1,750.00	$ 2,050.00
Socialization	$ 5,000.00	$ 5,000.00
Health	$ 1,500.00	$ 1,500.00
Education	$ 650.00	$ 700.00
Rental Income	$ 10,000.00	$ 11,000.00
Interest Income		
Membership		
Newsletter Fees	$ 345.00	$ 390.00
Fundraising Events		$ -
Other Revenue Sources	$ 5,000.00	$ 12,000.00
MEMORIALS/COMMISSIONS		
SUBTOTAL	**$ 107,744.00**	**$ 119,619.00**
		$ -
Total Revenue	**$ 314,074.00**	**$ 325,949.00**
Identify the supporting Local Unit of Government(s):		

Name of Center: Davison Senior Center	FY 2024-2025 Senior Millage Budget	Proposed FY 2025-2026 Senior Center Budget Expenditures - Senior Millage
ADMINISTRATION		
Salaries – Administrative	$ -	$ -
Kathy Davis, Director	$ 59,696.00	$ 64,480.00
Lynda (Joie) Hitchcock, Asst. Director	$ 57,564.00	$ 62,400.00
Salaries – Support Staff	$ -	$ -
Jeniel Payne, Office Asst.	$ 30,030.00	$ 30,940.00
Fringes -- Employer FICA	$ 11,268.00	$ 12,073.00
Fringes – Medical	$ -	$ -
Fringes – Other	$ 19,212.00	$ 19,752.00
SUBTOTAL	$ 177,770.00	$ 189,645.00
PROGRAMMING		
Special Projects / Events	$ -	
Volunteer Expenses	$ -	$ -
SUBTOTAL	$ -	$ -
OPERATIONS		
Facility Maintenance	$ 28,060.00	$ 16,185.00
	$ -	$ -
Equipment Maintenance	$ -	$ -
Grounds Maintenance	$ -	$ -
Insurances & Bonds	$ -	$ -
Legal Services	$ -	$ -
Memberships / Publications	$ -	$ -
Office Supplies	$ -	$ -
Operating Supplies	$ -	$ -
Postage	$ -	$ -
Service Contracts/Licenses	$ -	$ -
Phone/ Fax/ Internet/ Web Services	$ -	$ -
Vehicle Maintenance / Insurance	$ -	$ -
Outreach	$ -	$ -
		$ -
SUBTOTAL	**$ 28,060.00**	**$ 16,185.00**
COMPUTERS SOFTWARE		
XAVUS SOLUTIONS	$ 500.00	$ 500.00
Equipment Purchases	$ -	$ -
SUBTOTAL	$ 500.00	$ 500.00
TOTAL AWARD EXPENDITURES	**$ 206,330.00**	**$ 206,330.00**

2025-2026 SENIOR MILLAGE MONTHLY REIMBURSEMENT REQUEST

Senior Center: Davison-Richfield Senior Citizens Center

Pay to (Operating Entity): Davison-Richfield Senor Citizens Center

Mail Address: 10135 Lapeer Rd

Davison, MI 48423

2025-2026 SENIOR MILLAGE FUND BALANCE

2025-2026 Millage Allocation: $ 206,330.00

Funds Previously Requested $ -

Balance Remaining Prior to this Request: $ -

Time Period of Expenditures for this Request: October 1 - October 31, 2025

Total Claimed in this Request: $ -

Balance Remaining After this Request: $ -

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

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number / Confirmation of Payment
ADMINISTRATION EXPENDITURES			
SUBTOTAL - ADMINISTRATION	$ -		
PROGRAMMING EXPENDITURES			
SUBTOTAL - PROGRAMMING	$ -		

ATTACHMENT B 2025-2026 SENIOR MILLAGE SENIOR CENTER MONTHLY REIMBURSEMENT REQUEST FORM

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number -- Confirmation of Payment
OPERATIONS EXPENDITURES			
SUBTOTAL - OPERATIONS	$ -		
EQUIPMENT PURCHASES EXPENDITURES			
SUBTOTAL - EQUIPMENT	$ -		
TOTAL MONTHLY EXPENDITURES	$ -		
TOTAL MONTHLY REIMBURSEMENT REQUEST	$ -		

GENESEE COUNTY
SENIOR SERVICES

County Administration Building
324 S. Saginaw St.
7th Floor - Suite 7A
Flint, Michigan 48502
(810) 424-4478

Lynn M. Radzilowski
Director

Authorization for Michigan ICHAT
(Internet Criminal History Access Tool)

Reason for ICHAT (please circle one): Employment Volunteer
Other:_____

First Name: _____ **Middle Name:** _____ **Last Name:** _____

Date of Birth: _____ **Race:** _____ **Gender:** _____

Other Last Name(s): _____
Other First Name(s): _____
Other Middle Initial: _____

Senior Center _____

I authorize the Genesee County Department of Senior Services and/or its agents to conduct a background check, including, but not limited to, the information I have indicated above. I understand that the information obtained will be used for lawful purposes only.

□ By checking this box, I authorize the Genesee County Department of Senior Services to perform annual background checks while volunteering or employed at the senior center, and I release all persons, companies, or agencies from any liability that may result from furnishing such information.

_____ _____
Signature of Applicant **Date**

_____ _____
Witness **Date**

Please return original to:

Department of Senior Services
324 S. Saginaw St.
7th Floor – Suite 7A
Flint, MI 48502

Genesee County Purchasing Regulations:

https://cms3.revize.com/revize/geneseenew/PURCHASING%20REGULATIONS%208222016.pdf

Genesee County Travel Regulations:

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

2025-2026 Levels of Service - Senior Citizen Centers

	Minimum Average Number of Activity / Service Type Provided Each Month		
Activity / Service Type	**Level 3**	**Level 2**	**Level 1**
Education	10	6	4
Health	14	10	8
Nutrition	Available	Available	Available
Transportation	Available	Available	Available
Social Services	10	6	Available
Outreach	Distribute Newsletter	Distribute Newsletter	Distribute Newsletter
Reports of Participation	MySeniorCenter	MySeniorCenter	Sign-in sheets
Volunteerism / Planning	Available	Available	Available
Support Groups	Available	Available	Not Required
Legal Services	Available	Available	Not Required
Health Screenings	Available	Available	Not Required
Unduplicated Seniors	1,000+	250+	100+

Programming Definitions

Education – A class or seminar **lead by an instructor** to show "how to do" or give information on a specific topic. Education examples but are not limited to:

Computer Classes, Craft Classes, Driver Safety Classes, Quilting or Sewing Classes, Gardening, Investments, Tech Class, Painting Classes, Music Lessons, Woodshop, Woodcarving, Diabetic Classes

Health – Services/Classes/Exercise – Programming which falls under medical services. Health examples but are not limited to:

Brain Games, Chess, Puzzles, Vaccinations, Exercise, Dance Classes, Tai Chi, Yoga, Wii Games, Podiatrist,

Chiropractor, Health Screenings (blood pressure, blood sugar, vision, hearing, etc.)

Nutrition Services – Provision for healthy meals and healthy eating, which includes but is not limited to:

Congregate Meals, Senior Center Meals, Cooking Classes, Food Pantry, Commodities, TEFAP, Senior Project Fresh, Nutrition education

Transportation – Transportation is limited to transporting older adults in Senior Center vehicles or MTA transportation set up through the senior center. A ride is considered as one way. *Example – You pick up Jan Doe at her home to the Senior Center. She has requested to go to the post office and then to her home. This would be logged as three rides*. Transportation does not include rented Motorcoach Transportation. Transportation includes but not limited to:

Grocery shopping, to/from the senior Center, Doctor/Medical appointments, Personal needs

Socialization – Programming to enhance the older adult's social experience. Socialization includes but is not limited to:

Bingo, Cards, Entertainment events, Coffee/socializing, social groups such as knitting/crocheting without

Instructor, travel programs

Social Services – Services performed (one to one) by volunteers or staff personnel. Social services include but are not limited to:

Housing information, Intake – Assessment and Referral*, Legal Services, My Bridges, Medicare Part D, MMAP, Tax Assistance, Medical Loan Closet, Support Groups*, CHAP/Social Workers, Medical Program

Registration (Genesee Health Plan Dental, Advanced Care Planning, etc.)

Outreach – Outreach includes but is not limited to:

Newsletters, Presentations/Speaking engagements regarding the Senior Center, Information and Assistance, Marketing efforts, Senior Center Website visits

Volunteerism – Unpaid service to the Senior Center, includes but are not limited to:

Center maintenance, AARP tax volunteers, Committee/Board members, Reception Desk/Greeters, Instructors, Kitchen help

** - It is understood a program may fall withing the definition of more than one area. It should be used in only one category per month.* ***Example****: you normally put line dancing in Health however, during the month of February you had plenty of events in health but needed extra in education. For the month of February, you could move line Dancing from Health and put it under Education. For unduplicated yearly statistics the event would only be used in one category.*

** - Not to be confused with Information and Assistance.*

2025-2026 Senior Millage Monthly Activity Log

Number of New Senior Participants During This Activity Period:	
Number of Duplicated Senior Participants During This Activity Period:	
Cumulative Number of Unduplicated Senior Participants Year to Date:	

Senior Center Name:	**Month:**

Education Activities			Health Activities			Nutrition Activities			Transportation Activities			Social Services			Outreach			Volunteerism/Planning		
Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Units	Activity Title	Activity Frequency	# of Hours of Service
Total Education	**0**	**0**	**Total Health**	**0**	**0**	**Total Nutrition**	**0**	**0**	**Total Transportation**	**0**	**0**	**Total Social Services**	**0**	**0**	**Total Outreach**	**0**	**0**	**Total Volunteer/ Planning**	**0**	**0**

michigan municipal league

Liability & Property Pool

RENEWAL CERTIFICATE

IN CONSIDERATION FOR PREMIUM PAID, AND SUBJECT TO ALL OF THE TERMS OF THE EXPIRING COVERAGE DOCUMENT AND ANY ENDORSEMENTS ATTACHED HERETO, WE AGREE TO RENEW YOUR COVERAGES AS STATED IN THIS CERTIFICATE. THESE COVERAGES ARE PROVIDED IN ACCORDANCE WITH THE INTERGOVERNMENTAL CONTRACT WHICH FORMS THE LEGAL BASIS FOR THE OPERATION OF THE POOL.

Contract Number: MML226820701 **Renewal of Number:** MML226820700

Pool Member: Davison Richfield Senior Citizens Authority Board

Mailing Address: 10135 Lapeer Rd.
Davison, MI 48423

Coverage Period
From: 3/1/2025 **To:** 3/1/2026
(12:01 A.M. Standard time at your mailing address shown above)

Liability Coverage Parts	Limit of Liability	Deductible
Municipal General Liability Coverage	$1,000,000	$0
Public Officials Liability Coverage	$1,000,000	$0
Law Enforcement Liability Coverage	No Coverage	N/A
Employee Benefit Liability Coverage	$1,000,000	$0
Automobile Liability Coverage	$1,000,000	$0
Comprehensive and Collision Coverage	Per Schedule	Per Schedule
Combined Liability Policy Limit	**$1,000,000**	
Cyber Liability and Data Breach Response Coverage (CYB226820701)	Per Declarations	Per Declarations

The Combined Liability Policy Limit is the most we will pay regardless of the number of Coverage Parts under which coverage may be sought.

COVERAGE UNDER THIS CONTRACT IS:

☒ As amended by revised schedule(s) attached.

☒ As amended by endorsement(s): ADD: MMP101 (01/11) , MML23 (07/11)

BY: _____ DATE: 02/14/2025
(Authorized Representative)

MMLRC (09/17)

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

Property Schedule for the Davison Richfield Senior Citizens Authority Board

as of 3/1/2025

Davison Richfield Senior Citizens Authority Board
10135 Lapeer Rd.
Davison, MI 48423

Policy #: MML226820701
Effective From: 3/1/2025 to 3/1/2026

Michigan Municipal League Liability
and Property Pool
PO Box 2054
Southfield, MI 48037-2054

	LIMITS	DEDUCTIBLE	VALUATION
Location #1: 10135 Lapeer Rd., Davison, MI 48423			
Building 1 - Senior Center			
Building	$2,719,643	$500	Replacement Cost
Contents	$250,000	$500	Replacement Cost
Total Property Limit:	**$2,969,643**		

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

Inland Marine Schedule for the Davison Richfield Senior Citizens Authority Board

as of 3/1/2025

Davison Richfield Senior Citizens Authority Board
10135 Lapeer Rd.
Davison, MI 48423

Policy #: MML226820701
Effective From: 3/1/2025 to 3/1/2026

Michigan Municipal League Liability and Property Pool
PO Box 2054
Southfield, MI 48037-2054

DESCRIPTION		
Miscellaneous Tools And Equipment	$32,000	$250
1 Inland Marine Items		

Prepared by Meadowbrook, Inc.

michigan municipal league

Liability & Property Pool

ADDITIONAL COVERAGES & COVERAGE EXTENSIONS LIMITS OF LIABILITY

CONTRACT NO. MML226820701 **EFFECTIVE DATE:** 3/1/2025
12:01 A.M. Standard Time

POOL MEMBER Davison Richfield Senior Citizens Authority Board

The Pool shall not be liable under the terms of the Additional Coverages and Coverage Extensions, as described in Sections D. and E., of the Municipal Property Coverage Document, MMP100, for more than the limit specified below:

Coverages	Limits	Deductible
Consequential Damage	☒ $100,000 ☐ $	Not Applicable
Debris Removal	☒ 5,000,000 or 25%, as stated in the Contract	Not Applicable
Demolition and Increased Cost of Construction	☒ $100,000 ☐ $	Not Applicable
Newly acquired Real or Personal Property and Buildings under construction, including the Member's building supplies and materials	☒ $500,000 ☐ $	$500
Expediting Expense	☒ $100,000 ☐ $	Not Applicable
Protection and Preservation of Property	Blanket Limit	Not Applicable
Ornamental Trees, Shrubs, Plants or Lawns	$5,000 per occurrence, $10,000 annual aggregate, as stated in the Contract	$250
Loss of Rents	☒ $100,000 ☐ $	Not Applicable
Extra Expense	☒ $100,000 ☐ $	Not Applicable
Valuable Papers and Records	☒ $100,000 ☐ $	$250
Earth Movement Coverage	$2,000,000 each single movement $2,000,000 annual aggregate	$5,000
Personal Effects and Property of Others	☒ $500 any one person, $2,500 aggregate	$250
Accounts Receivable	☒ $100,000 ☐ $	$250
Electronic Data Processing Equipment and Media	☒ $ 25,000 ☐ $	$250
Fine Arts	☒ $100,000 ☐ $	$250
Loss of Income	☒ $100,000 ☐ $	Not Applicable

Coverages	Limits	Deductible
Flood - This policy has a $1,000,000 annual aggregate for all flood zones or any combination thereof.		
Flood Coverage for all locations other than flood Zones A, AO, AH, A1-A99, AE, AR as determined by the Federal Emergency Management Agency (FEMA).	$1,000,000 each occurrence $1,000,000 annual aggregate	$5,000
Flood Coverage for all locations situated in flood Zones A, AO, AH, A1-A99, AE, AR as determined by the Federal Emergency Management Agency (FEMA).	$100,000 each occurrence $100,000 annual aggregate	$5,000

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

Automobile Schedule for the Davison Richfield Senior Citizens Authority Board as of 3/1/2025

Davison Richfield Senior Citizens Authority Board
10135 Lapeer Rd.
Davison, MI 48423

Policy #: MML226820701

Effective From: 3/1/2025 to 3/1/2026

Michigan Municipal League Liability and Property Pool
PO Box 2054
Southfield, MI 48037-2054

VEH	INSD#	YEAR	MAKE/MODEL/BODY TYPE	VIN
1		2019	Chevy/Equinox	3GNAXKEV3KS517313

Dept: Admnistration *Comp Deduct:* $250 *Coll Deduct:* $500 Actual Cash Value

1 Vehicles

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

Crime Schedule for the Davison Richfield Senior Citizens Authority Board

as of 3/1/2025

Davison Richfield Senior Citizens Authority Board
10135 Lapeer Rd.
Davison, MI 48423

Policy #: MML226820701
Effective From: 3/1/2025 to 3/1/2026

Michigan Municipal League Liability
and Property Pool
PO Box 2054
Southfield, MI 48037-2054

DESCRIPTION	LIMITS	DEDUCTIBLE
Depositors Forgery	$100,000	$0
Employee Dishonesty	$100,000	$0
Money/Securities Loss Inside	$100,000	$0
Money/Securities Loss Outside	$100,000	$0
Money Orders/Counterfeit	$100,000	$0
Computer Fraud	$100,000	$0
Funds Transfer Fraud	$100,000	$0
Impersonation Fraud	$100,000	$0
Bonds		
Bond A: Treasurer	$100,000	N/A

Total Number of Bonds = 1

Prepared by Meadowbrook, Inc.

michigan municipal league

Liability & Property Pool

Position Fidelity Bond

Contract Number: MML226820701-A **Bond Period:** 03/01/2025 to 03/01/2026

Pool Member: Davison Richfield Senior Citizens Authority Board

Limit: $100,000

Position: Treasurer

In consideration of the premium paid and subject to the terms and conditions of this bond coverage, the Michigan Municipal League Liability and Property Pool (Pool) agrees to indemnify the Member for an occurrence of any loss of money or other tangible property belonging to the Member as a result of any fraudulent or dishonest act or acts committed by the person occupying the specified position, or as a result of that person's failure to faithfully perform the duties of the specified position, defined as malfeasance, willful neglect of duty, or bad faith in performance of those duties.

This bond coverage applies only to loss which occurs during the specified bond period.

The limit of the Pool's liability under this bond shall not be cumulative from year to year or period to period. The maximum amount of coverage under this bond shall not exceed the limit shown herein, regardless of whether or not the person occupying the position named acted alone or in collusion with others, and regardless of the number of years this bond or like bond(s), in any amount or limit, have been in-force, or the number of premiums payable or paid.

Coverage under this bond shall not apply immediately upon knowledge or discovery by the Member or an official thereof not in collusion with the person occupying the position named of any fraudulent or dishonest act committed by that person or a failure by that person to faithfully perform the duties of the position named, as defined herein, whether committed before or after that person's date of service on behalf of the Member commenced.

All loss arising out of an act or series of acts, related or not, whether committed by one or more persons, shall be deemed to arise out of one occurrence. Loss is covered under this bond only if discovered not later than one year from the end of the specified bond period. Upon knowledge or discovery of an occurrence that may give rise to a claim under this bond, the Member shall give notice thereof to the Pool as soon as practicable and shall file a detailed proof of loss with the Pool, duly sworn to, not later than four months after acquiring that knowledge of that discovery.

This bond coverage does not apply to:

loss or that part of loss, the proof of which, either as to its existence or as to its amount, is dependent upon any inventory computation or a profit and loss computation;

loss due to an accounting or arithmetical error or omission or to any other good faith error or omission committed by the person named or any other employee of the Member;

loss of manuscripts, books of account or records;

to fees, costs or expenses incurred or paid by the Member in prosecuting or defending any legal proceeding whether or not such proceeding results or would result in a loss covered by this bond;

loss of potential income or value, including but not limited to interest, dividends, investment growth, or appreciation, not realized by the Member because of a loss covered under this bond or otherwise;

to costs, fees and other expenses incurred by the Member in establishing the existence of or amount of loss covered under this bond; or

to loss resulting from the failure of any entity acting as a depository of the Member's property.

In the event of any payment under this bond, the Pool shall be subrogated to the Member's rights of recovery therefore against any person or entity and the Member shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. The Member shall do nothing after a loss to prejudice such rights of the Pool.

michigan municipal league

Liability & Property Pool

CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE DECLARATIONS

SCHEDULE	**Policy #:** CYB226820701
Member: Davison Richfield Senior Citizens Authority Board	
Member Address: 10135 Lapeer Rd., Davison, MI 48423	
Coverage Period: 03/01/2025 to 03/01/2026	
Aggregate Limit of Liability Aggregate for all **Loss**, including **Claims Expenses** subject to the following:	$100,000
Information Security and Privacy Liability Limit:	$100,000
Regulatory Defense and Penalties Aggregate Sublimit:	$20,000
Website Media and Content Liability Limit:	$100,000
PCI Fines, Expenses and Costs Aggregate Sublimit:	$10,000
Cyber Extortion Aggregate Sublimit:	$25,000
First Party Data Protection Aggregate Sublimit:	$25,000
First Party Network Business Interruption Aggregate Sublimit:	$25,000
Liability Retention Per Claim or Incident	
Information Security and Privacy Liability:	$0
Regulatory Defense and Penalties:	$0
Website Media and Content Liability:	$0
PCI Fines, Expenses and Costs:	$0
Cyber Extortion:	$5,000
First Party Data Protection:	$5,000
First Party Network Business Interruption:	The greater of $5,000 or income loss during 12 hour waiting period.
Privacy Breach Response Services Limit of Coverage	
Computer Expert Services, Legal Services and **Public Relations and Crisis Management Expenses** Limit:	$50,000
Notified Individuals - Notification Services, Call Center Services and **Breach Resolution and Mitigation Services** Limit	10,000
Privacy Breach Response Services Retention	
Computer Expert Services, Legal Services and **Public Relations and Crisis Management Expenses:**	$0
Notified Individuals Threshold:	0
Retroactive Date	03/01/2024

michigan municipal league
Liability & Property Pool

Coverage and Cost Summary
Davison - Richfield Senior Citizens Authority Board

Effective 03-01-2025 to 03-01-2026

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Municipal General Liability (Coverage A)	$1,000,000	N/A	$0
Sewer Back-Up Sublimit	No Coverage	N/A	N/A
Personal Injury Liability (Coverage B)	$1,000,000	N/A	$0
Medical Payments (Coverage C)	$10,000	N/A	N/A
Public Officials Liability (Coverage D)	$1,000,000	N/A	$0
Law Enforcement Liability (Coverages A, B, and D)	No Coverage	N/A	N/A
Employee Benefit Liability	$1,000,000	$1,000,000	$0
Fire Legal Liability	$100,000	N/A	N/A
Cyber Liability & Data Breach Response	$100,000	$100,000	See Declaration
Dam Liability	No Coverage	N/A	N/A
Marina Operator Liability	No Coverage	N/A	N/A
Uninsured/Underinsured Motorists Coverage	$100,000	N/A	$0
Automobile Liability (Coverages A and B)	$1,000,000	N/A	$0

# Vehicles	Comp	Coll
1	$250	$500

Coverages A, B, and D are provided with a combined single limit of liability. The most the Pool will pay for any one occurrence is $1,000,000 regardless of the number of coverages involved in the occurrence.

Property			
Property - Blanket Basis	$2,969,643	N/A	$500
Boiler and Machinery	Included	N/A	$500
Building(s)	Included	N/A	$500
Contents	Included	N/A	$500
Protection & Preservation	Included	N/A	N/A
Property - Actual Cash Value	N/A	N/A	N/A
Property - Limited Replacement Cost	N/A	N/A	N/A
Property - No Coverage	N/A	N/A	N/A
Property - Replacement Cost	See Schedule	N/A	$0
Accounts Receivable	$100,000	N/A	$250
Consequential Damage	$100,000	N/A	N/A
Debris Removal - the lesser of 25% of physical damage loss or	$5,000,000	$5,000,000	N/A
Demolition & Increased Costs of Construction Limit	$100,000	N/A	N/A
Earth Movement	$2,000,000	$2,000,000	$5,000

michigan municipal league
Liability & Property Pool

Coverage and Cost Summary
Davison - Richfield Senior Citizens Authority Board

Effective 03-01-2025 to 03-01-2026

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Electronic Data Processing Equip	$25,000	N/A	$250
Expediting Expense	$100,000	N/A	N/A
Extra Expense	$100,000	N/A	N/A
Fine Arts	$100,000	N/A	$250
Flood (Except for Members located in Flood Zone A, AO, AH, A1-A999, AE, or AR)	$1,000,000	$1,000,000	$5,000
Fungal Pathogens	$25,000	$25,000	$250
Loss of Income	$100,000	N/A	N/A
Loss of Rents	$100,000	N/A	N/A
Miscellaneous Tools and Equipment	$32,000	N/A	$250
Ornamental Trees, Shrubs, Plants or Lawn	$5,000	$10,000	$250
Personal Effects & Property of Others	$500	$2,500	$250
Valuable Papers	$100,000	N/A	$250
Comprehensive Crime Coverage			
Employee Dishonesty Blanket/Faithful Performance	$100,000	N/A	N/A
Computer Fraud	$100,000	N/A	N/A
Depositors Forgery	$100,000	N/A	N/A
Funds Transfer Fraud	$100,000	N/A	N/A
Impersonation Fraud	$100,000	N/A	N/A
Money and Securities Inside	$100,000	N/A	N/A
Money and Securities Outside	$100,000	N/A	N/A
Money Orders and Counterfeit Paper	$100,000	N/A	N/A
Bonds			
Bond #: A Treasurer	$100,000	N/A	N/A

Only one deductible applies to claims involving two or more property coverages.

The Michigan Municipal League Liability and Property Pool is pleased to offer all coverages and services described in this proposal for an annual premium of $7,377.

Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2037 **Agenda Date:** 8/13/2025 **Agenda #:** 7.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of an agreement between Genesee County and the Eastside Senior Citizens Association, in an amount not to exceed $206,330.00, to provide for the operations of the Eastside Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

BOARD ACTION REQUESTED:

Approval of the contract between Genesee County and the Eastside Senior Citizens Association (Eastside Senior Center) for the fiscal year 2025-2026 in the amount not to exceed $206,330.00.

BACKGROUND:

This annual contract allows the senior centers to receive reimbursement for approved budgeted monthly expenses from the Genesee County Senior Millage.

DISCUSSION:

The Eastside Senior Citizens Association is a non-profit corporation that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community at the Eastside Senior Center.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. #2231-691.00-867.005

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of

seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 contract between Genesee County and the Eastside Senior Citizens Association to fund the Eastside Senior Center for the term commencing October 1, 2025, through September 30, 2026, in an amount not to exceed $206,330.00 to be paid from account #2231-691.00-867.005, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

CONTRACT BETWEEN

The County of Genesee,
a Municipal Corporation,
Acting By and Through
Genesee County Department of Senior Services
324 South Saginaw Street, Suite 7A
Flint, Michigan 48502

And

Eastside Senior Citizens Association
3065 North Genesee Road
Flint, Michigan 48506
A Michigan Non-profit Corporation
hereinafter referred to as the "OPERATING ENTITY,"
the entity operating the **Eastside Senior Center,**
hereinafter referred to as the "Senior Center" or "**CENTER."**
The COUNTY and OPERATING ENTITY together hereinafter referred to as the
"PARTIES."

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

WHEREAS, the Genesee County Board of Commissioners adopted a 2025-2026 Senior Millage – Senior Center Program ("Program") budget with the objective of providing Senior Citizen Services Millage (the "Senior Millage") funds to county senior centers for the purpose of increasing and enhancing senior citizen services, beyond those offered by senior centers prior to the Senior Millage, with funding from the Senior Millage previously authorized by the electorate of Genesee County; and

WHEREAS the objective of the Senior Millage is to fund services that improve the health, safety, and quality of life for Genesee County residents aged 60 years or older; and

WHEREAS Genesee County hereinafter referred to as the "COUNTY" is responsible for administering and expending the Senior Millage as adopted and amended by the Genesee County Board of Commissioners, and for assuring compliance with Program requirements; and

WHEREAS the OPERATING ENTITY operates a CENTER that has been designated as a preferred focal point for comprehensive and coordinated service to seniors in Genesee County; and

WHEREAS the OPERATING ENTITY has adequately represented in its application to the COUNTY that it intends to undertake or continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, because the objectives of the Program coincide with the objectives of the OPERATING ENTITY, the two parties have, therefore, entered this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, the parties agree as follows:

1. The Contract term commences on October 1, 2025, and continues through September 30, 2026. The Contract is effective upon approval by the Genesee County Board of Commissioners.

   The County has the option to extend this Contract for one (1) additional one-year term (the "Extension Term"). The Senior Services Director is authorized to execute the Extension Term on behalf of Genesee County.

2. The OPERATING ENTITY agrees to accept the terms of this Contract and those stated in its submitted application for Senior Millage funding and further agrees to perform the services described in this Contract, the Center's application, and in the attachments listed below, all of which are incorporated by reference to this Contract:

Attachment A:	2025-2026 Senior Millage – Senior Center Program Budget & Revenue Sheet
Attachment B:	2025-2026 Senior Millage – Senior Center Program Monthly Reimbursement Request Form
Attachment C:	ICHAT Form
Attachment D:	Genesee County Senior Services Purchasing Regulations and Genesee County Travel Regulations
Attachment E:	Levels of Monthly Service and Programming Definitions
Attachment F:	Monthly MySeniorCenter Activity log report

   This document governs if a conflict exists between this document and those incorporated by reference or the application.

3. The OPERATING ENTITY agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure that the use of Senior Millage funds complies with all 2025-2026 Senior Millage – Senior Center Program requirements, and further agrees to perform within the policies applicable to program requirements stated:

   a. Senior Centers shall continue to provide the level of service to maintain the associated funding level. For centers failing to meet the benchmarks for two consecutive months following notification, the funding may be reduced to the dollar amount calculated for the level of service.

b. Senior Centers may solicit and accept funds such as donations from many sources including foundations, the public or private sector, individuals, fundraiser events, and other activities, to enhance center programming and operations. Membership fees may also be classified as donations if the service included as part of the fee is offered by the senior center to seniors who choose to not purchase a membership. A center's request for donations shall not be directly tied to the provision of a millage-supported service nor shall a donation result in undue influence over a center for the donating party's private or personal interests. The OPERATING ENTITY shall, within 30 days of receipt of funds, disclose to Genesee County all funds received as alternate sources of income, including donations, membership fees, and revenue.

4. The COUNTY agrees to award the OPERATING ENTITY a total amount not to exceed $206,330.00 for the full term of the Contract for support of services for seniors through the expenditures described in the approved budget submitted by the OPERATING ENTITY, Attachment A to this Contract, said amount to be disbursed and reimbursed as stated in paragraphs 5 of this Contract; subject, however, to limitations contained in this Contract as to the use of Senior Millage funds and possible termination of the Contract due to failure to comply with Program requirements. This Operating Entity is awarded $206,330.00 and is funded at Level 3.

5. The OPERATING ENTITY shall submit to the COUNTY monthly Reimbursement Request Reports, using the format provided in Attachment B of this Contract. All 2025-2026 Program funds will be reimbursed by the COUNTY to the OPERATING ENTITY based on approval of monthly reimbursement requests as documented by invoices and other supporting documentation. Monthly supporting documentation includes the following but is not intended to be all-inclusive: time sheets, copies of payroll/invoices, bank statements, canceled checks, credit card statements, and profit and loss statements. Monthly reimbursement payments will begin in November 2025 for October reimbursements, or as soon thereafter as requests are submitted and approved.

   a. The total amount of fees collected for any program, class, or event for which Senior Millage reimbursement is sought shall be noted on the reimbursement request and deducted from the submitted cost.

   b. All operating and equipment expenditure reimbursement requests for credit and/or debit card purchases must be made using a card issued in the name of the senior center or the municipality under the governing body. Each reimbursement request must include a copy of the full credit or debit card invoice and a copy of the issued check.

   c. OPERATING ENTITY shall not be reimbursed for any reimbursement request including a receipt or invoice in which a portion of the receipt or invoice has been redacted, obscured, or blacked out.

6. The OPERATING ENTITY agrees to purchase, maintain, and utilize MySeniorCenter software for intake, compiling, and reporting of attendance and programming statistics. All users will complete and sign the MySeniorCenter policy before access is given to the database. A monthly activity report provided in Attachment F must be submitted no later than the 5th of every month.

7. 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. The COUNTY may, at its discretion and upon reasonable notice, require the OPERATING ENTITY to complete reports additional to those attached to this Contract regarding the CENTER'S expenses and activities.

8. The following criteria apply for reimbursements:

    a. The monthly reimbursement will not exceed 1/12 of the total funding award unless the Operating Entity has obtained prior approval from the Department of Senior Services. If the Center or Operating Entity is found to be in noncompliance, reimbursement requests may not receive approval until the concern (s) of non-compliance are corrected to the satisfaction of the County.

    b. 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.

    c. Senior Millage funds may not be used to buy gifts or gift cards for employees, interns, senior citizen participants, or board members. Senior Millage funds cannot be used for volunteer or intern stipends, or housing.

    d. All requested reimbursement receipts for this Contract term must be received by the Department of Senior Services by October 31, 2026, including utility payments. Receipts received after this date will not be reimbursed. Submitted items must be invoices or receipts; purchase orders are not reimbursable.

    e. Subject to subparagraph 8d above, reimbursement requests must be submitted within 90 days of the date of service of the activity for which reimbursement is sought, or within 45 days of the date of invoice or receipt, whichever occurs later. Exceptions apply to requests related to annual bills, memberships, or services extending beyond the current fiscal year. This includes but is not limited to payroll, utility bills, phone bills, software subscriptions, memberships, service contracts, trainings

or conferences, and credit card purchases. The remaining portions of the reimbursement requests may be submitted at the start of the following fiscal year.

f. Monthly reimbursement requests can include no more than two months of supplies for the center, including office, operating, or food supplies.

g. All equipment purchases and any facility improvements must be purchased and/or completed by August 2026, to allow Department of Senior Service staff to confirm purchases and improvements before the end of the fiscal year.

h. Senior Millage funds may not be used to purchase daily meals for the senior center without prior approval from the Department of Senior Services.

9. The OPERATING ENTITY agrees to document all revenue. Monetary transactions (cash or check) must be documented, and a receipt issued. Keep documentation related to revenue such as receipts on-site at the CENTER for review by the Department of Senior Services.

10. The OPERATING ENTITY 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. All budget adjustments must be approved by the Department of Senior Services, not to exceed $29,999,99. The Board of Commissioners' approval is required for budget amendments over the amount of $30,000.

11. The OPERATING ENTITY agrees to provide to all Genesee County senior residents aged 60 and over wishing to use services at the CENTER, without any fee differential based on where within the County the senior citizen resides, and a minimum of activities per month for Level 3 and Level 2, respectively for the following services: educational programs (10, 6); health programs (14, 10); and social services (10, 6). Each center will continue support groups, legal services, and health screenings. By March 31, 2025, each center must reach 90% of its required yearly unduplicated count. Level 3 – 1,000: 900; Level 2 – 250: 225.

12. The OPERATING ENTITY agrees to offer and have available daily, congregate meals and/or nutritional programs; transportation services which may be provided by the CENTER or through the Mass Transportation Authority.

13. The OPERATING ENTITY agrees to adhere to senior programming, state, and federal guidelines, and regulations, including but not limited to meal regulations.

14. The OPERATING ENTITY agrees to employ a full-time, on-site Director of the CENTER.

15. The OPERATING ENTITY agrees to keep the CENTER open and accessible to seniors a minimum of forty (40) hours; 5 days per week, except for County or State recognized holidays or other local units of government-approved building closures. Programming must be scheduled for a minimum of forty (40) hours per week.

16. The OPERATING ENTITY agrees to implement the 2025-2026 Program in accordance with the projected budget contained in its application and included as Attachment A to this Contract, subject to any prior approval limitations set forth therein.

17. The OPERATING ENTITY agrees to implement appropriate and adequate methods to evaluate and report on its operational and programmatic performance, including, but not limited to, individual activity participation numbers of seniors, financial record keeping, revenue and expenditures incurred, local maintenance of effort commitments and other applicable supportive documentation of expenditures supported by 2025-2026 Program funds.

18. The OPERATING ENTITY agrees to perform criminal background checks annually 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. See Attachment C. 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 Operating Entity agrees to perform yearly criminal background checks on all board members. See Attachment C. The OPERATING ENTITY 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.

19. The OPERATING ENTITY agrees to perform tests for tuberculosis for all paid staff and volunteer workers who will have direct contact with food preparation and/or distribution tasks and shall submit to the COUNTY proof of said tests within 15 days of their commencement. All other paid staff and volunteers are only required to have a tuberculosis test at the time of hire. It is recommended that all paid staff and volunteers are tested for tuberculosis on an annual basis. The OPERATING ENTITY further agrees that individuals having positive test results will not be permitted to continue in such functions.

20. The OPERATING ENTITY agrees to perform face-to-face CPR/FIRST AID and AED training for all paid staff and contracted employees (excluding instructors and seasonal workers) and shall submit to the COUNTY proof of training within 30 days of their commencement. The OPERATING ENTITY agrees to have on-site an AED machine.

21. The OPERATING ENTITY agrees to comply with mandatory fire, safety, public health codes and standards and local building codes, and to provide annually evidence of continued compliance with current documentation, certifications and/or licenses, as applicable.

22. The OPERATING ENTITY agrees to include the **exact** statement and the Genesee County logo in all printed materials, newsletter, program and registration materials, special events, center's website, advertisements, program presentations, 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.***"

23. The OPERATING ENTITY agrees to email the monthly newsletter by the 5th of each month to the Department of Senior Services. The OPERATING ENTITY also agrees to allow the Department of Senior Services or their Commissioner to place an ad in the newsletter six times per year with statistics or correspondence concerning programs funded by the Senior Millage.

24. The OPERATING ENTITY shall complete the expenditures described in its approved budget (Attachment A of this Contract) no later than the end of the Program Year, September 30, 2026.

25. The OPERATING ENTITY acknowledges that, at any time, the COUNTY may withhold payment of reimbursements if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with any Program requirements. In addition, any funds provided pursuant to the 2025-2026 Program are subject to repayment to the COUNTY if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with Program requirements at any time during the 2025-2026 Program period or a prior period.

26. The COUNTY may terminate this Contract without notice at any time during the Contract term if it determines that the OPERATING ENTITY has failed to

substantially comply with Contract requirements. At the COUNTY'S option, the OPERATING ENTITY may be given fourteen (14) days' notice and the opportunity to cure the deficiencies in its Program. Furthermore, this Contract may be terminated by the County for any reason related to changing objectives of the Senior Services Program or due to diminution of funds by giving the OPERATING ENTITY written notice of the effective date of termination. All costs and liabilities associated with this Contract will cease as of the effective date of termination. Requests for funding for costs up to that date will be subject to the COUNTY assessment of acceptability.

27. This Contract may be modified by the parties only by a written document signed by authorized representatives.

28. The OPERATING ENTITY agrees that, during its tenure and for one year thereafter, none of its members, officers, or employees who exercise any functions or responsibilities with respect to the performance of the activities which are subject to this Contract shall have any interest, direct or indirect, in any subcontract or the proceeds thereof for work to be performed in connection with this Contract. The OPERATING ENTITY further agrees to incorporate a provision prohibiting such interest in all subcontracts regarding the performance of such activities.

29. The OPERATING ENTITY agrees that no individual who serves as a member of the governing board or is a member of a Board Committee or advisory committee may be employed as a staff member during his/her term of office. The OPERATING ENTITY further agrees that no Senior Millage funds shall be used to pay for the services of any employee or contractor who is a member of the immediate family of a member of the OPERATING ENTITY's governing board or of the director of the CENTER unless the individual was hired before the year 2006 and has been in continuous employment with the CENTER since being hired. A member of an immediate family shall include any of the following persons: Husband, Wife, Father Father-in-law, Mother, Mother-in-law, Sister, Sister-in-law, Brother, Brother-in-law, Son, Son-in-law, Daughter, Daughter-in-law, niece, nephew, grandchildren, aunt, uncle, cousin, stepparent, step-sibling, or domestic partner.

30. The OPERATING ENTITY agrees that no individual who serves as a member of the OPERATING ENTITY's governing board or is a member of a board committee or advisory committee will receive any payment for services from the OPERATING ENTITY.

31. The OPERATING ENTITY agrees that the Director of the CENTER will be an employee of the OPERATING ENTITY and will not hold a voting position on the governing board of the OPERATING ENTITY. The OPERATING ENTITY further agrees that the Director shall have no authority regarding the selection, evaluation, nomination, appointment, or election of any member of the governing board. It shall be the responsibility of the governing board to review and approve decisions by the Director.

32. The OPERATING ENTITY and its employees are not Genesee County employees.

33. The OPERATING ENTITY shall comply with all federal, state, or local laws, regulations and standards, processes, and any amendments thereto, as they may apply to the performance of this Contract.

34. The OPERATING ENTITY agrees to adhere to its own procurement standards or, in the absence of such acceptable standards, to the Genesee County Senior Services Purchasing Regulations as set forth in Attachment D to this Contract. The OPERATING ENTITY 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 D to this Contract. Notwithstanding the preceding, no reimbursements for overnight travel or travel outside of Genesee County shall be made from Senior Millage funds without prior approval of the Genesee County Board of Commissioners. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.

35. The OPERATING ENTITY agrees to allow the COUNTY to enter a contract with a firm to administer an annual Audited Financial Report of the CENTER operations. It is understood that a copy of the audit is required as part of the application for funding. No reimbursements for the performance period of this Contract will be made prior to a copy of the audit being provided. The OPERATING ENTITY shall submit a copy of the filed 990, 1099, and W-2 forms for the current year.

36. The OPERATING ENTITY 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 events of the senior center in a non-candidate capacity.

vii. Supporting the Senior Millage

37. The OPERATING ENTITY 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 in one instance, shall not constitute automatic future waiver regarding the requirements of this paragraph. 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 $250.00 or more per unit. Equipment purchases not included in the submitted budget are automatically unapproved unless a formal budget amendment is submitted to the Senior Services Director.

38. The OPERATING ENTITY 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 OPERATING ENTITY 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 OPERATING ENTITY of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.

39. The OPERATING ENTITY shall indemnify, defend, and hold harmless the COUNTY against any and all expenses and liability of any kind which the

COUNTY may sustain, incur, or be required to pay to arise out of this Contract; provided, however, that the provision of this paragraph shall not apply to liabilities or expenses caused by, or resulting from, the willful or negligent acts or omissions of the COUNTY or any of its officers or employees. Further, in the event the OPERATING ENTITY becomes involved in, or is threatened with, litigation related to this Contract, or the activities supported by the 2025-2026 Senior Millage – Senior Center Program, the OPERATING ENTITY shall immediately notify the COUNTY, wherein the COUNTY may enter into such litigation to protect the interests of the COUNTY as they may appear.

40. The OPERATING ENTITY shall not discriminate against any employee or applicant for employment with respect to hiring, 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 (including, but not limited to, pregnancy, sexual orientation, or gender identity), disability, marital status, height, weight, or genetic information.

41. The OPERATING ENTITY agrees that the COUNTY may, at reasonable times and without notice, visit and inspect the CENTER and discuss or survey the CENTER'S activities with seniors who agree to participate.

42. The OPERATING ENTITY gives the COUNTY, or any other representatives designated by the COUNTY, the right to visit the CENTER at reasonable times and without notice, to examine all records, books, and papers related to the performance of activities which are the subject of this Contract.

43. The OPERATING ENTITY acknowledges that the COUNTY as a public body is 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 OPERATING ENTITY 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.

44. 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.

45. The Contract Administrator of this Contract is the Senior Services Director, Lynn M. Radzilowski. Obligations of or to the COUNTY in this Contract will be performed by or provided to, the Contract Administrator, or her designee.

The individual or officer signing this Contract certifies by their name that they are authorized to sign this Contract on behalf of the responsible governing board, official, entity, or contractor.

COUNTY OF GENESEE

By:_____
Delrico Loyd, Chairperson
Genesee County Board of Commissioners

_____
Date

EASTSIDE SENIOR CITIZEN ASSOCIATION

By:_____
Janet Supernaw, Executive Director
Eastside Senior Center

_____
Date

Attachment A for Contract: 2025 - 2026 Budget and Administration

	2024-2025 Budget Revenue	2025-2026 Proposed Revenue
Name of Senior Center:		
Eastside Senior Center		
	$ -	
SUBTOTAL	**$ 206,330.00**	**$ 206,330.00**
General Fund		
Local School District	$ -	$ -
Local Special Millage	$ -	$ -
In-Kind Value		
LEASE/		
VAN GAS		
Genesee County's American Rescue Plan Act	$ 100,000.00	$ -
Genesee Township CDBG	$ 15,350.00	$ 15,350.00
State of Mich. Office of Services to the Aging	$ -	$ -
Michigan Department of Transportation	$ 16,748.00	$ 16,748.00
MMAP	$ 915.00	$ 915.00
Community Foundation of Greater Flint	$ 4,303.54	$ 4,303.54
Valley Area Agency on Aging	$ -	$ -
Private Contributions/Donations	$ 2,042.00	$ 2,042.00
Consumers Energy	$ 750.00	$ 750.00
		$ -
		$ -
Program Service Fees / TRAVEL		
Rental Income	$ -	
Interest Income		
Membership		
Newsletter Fees	$ -	$ -
Fundraising Events		$ -
Other Revenue Sources		
MEMORIALS/COMMISSIONS		
SUBTOTAL	**$ 140,108.54**	**$ 40,108.54**
		$ -
Total Revenue	**$ 346,438.54**	**$ 246,438.54**
Identify the supporting Local Unit of Government(s):		

Name of Center: Eastside Senior C	FY 2024-2025 Senior Millage Budget	Proposed FY 2025-2026 Senior Center Budget Expenditures - Senior Millage
ADMINISTRATION		
Salaries – Administrative	$ -	$ -
Exec. Director, Supernaw 100%	$ 45,616.00	$ 3,000.00
Financial Director, Rodriguez 100%	$ 8,400.00	$ 8,400.00
Exec. Director in training- Kunz 100%	$ 11,060.00	$ 51,995.00
Salaries – Support Staff	$ -	$ -
Program Coordinator, Anderson 100%	$ 22,818.00	$ 22,568.00
Administrative Specialist, Boardway 100%	$ 25,526.00	$ 24,986.00
Office Assistant, Elliot 100%	$ 7,977.50	$ 24,180.00
Office Assistant, Kunz 100%	$ 16,702.50	$ -
Payroll Services	$ 1,400.00	$ 1,400.00
Fringes -- Employer FICA	$ 11,500.00	$ 11,500.00
Fringes – Medical	$ -	$ -
Fringes – Other	$ -	$ -
SUBTOTAL	$ 151,000.00	$ 148,029.00
PROGRAMMING		
Special Projects / Events	$ -	
Exercise Class	$ 2,000.00	$ 1,500.00
Paint Class	$ 2,000.00	$ 2,000.00
Volunteer Expenses	$ -	$ -
SUBTOTAL	$ 4,000.00	$ 3,500.00
OPERATIONS		
Facility Maintenance	$ -	$ -
Alarm Monitoring	$ 2,040.00	$ 1,500.00
Pest Control	$ 484.00	$ 484.00
Floors	$ 3,960.00	$ 3,960.00
Equipment Maintenance	$ 3,000.00	$ 3,000.00
Grounds Maintenance	$ 750.00	$ 750.00
Insurances & Bonds	$ 11,904.00	$ 14,500.00
Legal Services	$ -	$ -
Memberships / Publications	$ 28.00	$ 2,000.00
Office Supplies	$ 2,500.00	$ 2,500.00
Operating Supplies	$ 9,217.00	$ 9,000.00
Postage	$ 7,200.00	$ 7,020.00
Professional Services		
Certifications/Accreditations	$ 124.00	$ 124.00
Computer Support	$ -	$ 250.00
Service Contracts/Licenses		
Health Department License	$ 360.00	$ 360.00
Phone/ Fax/ Internet/ Web Services	$ 6,005.00	$ 6,000.00
Utilities	$ 2,538.00	$ 2,633.00
Vehicle Maintenance / Insurance	$ -	$ -
	$ -	$ -
		$ -
SUBTOTAL	**$ 50,110.00**	**$ 54,081.00**
COMPUTERS SOFTWARE		
XAVUS SOLUTIONS	$ 720.00	$ 720.00
Equipment Purchases	$ 500.00	$ -
SUBTOTAL	$ 1,220.00	$ 720.00
TOTAL AWARD EXPENDITURES	**$ 206,330.00**	**$ 206,330.00**

2025-2026 SENIOR MILLAGE MONTHLY REIMBURSEMENT REQUEST

Senior Center: Eastside Senior Citizens Center

Pay to (Operating Entity): Eastside Senior Citizens Center

Mail Address: 3065 N Genesee Rd

Flint, MI 48506

2025-2026 SENIOR MILLAGE FUND BALANCE

2025-2026 Millage Allocation: $ 206,330.00

Funds Previously Requested

Balance Remaining Prior to this Request:

Time Period of Expenditures for this Request: October 1 - October 31, 2025

Total Claimed in this Request: $ -

Balance Remaining After this Request: $ -

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

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number / Confirmation of Payment
ADMINISTRATION EXPENDITURES			
SUBTOTAL - ADMINISTRATION	$ -		
PROGRAMMING EXPENDITURES			
SUBTOTAL - PROGRAMMING	$ -		

ATTACHMENT B 2025-2026 SENIOR MILLAGE SENIOR CENTER MONTHLY REIMBURSEMENT REQUEST FORM

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number -- Confirmation of Payment
OPERATIONS EXPENDITURES			
SUBTOTAL - OPERATIONS	$ -		
EQUIPMENT PURCHASES EXPENDITURES			
SUBTOTAL - EQUIPMENT	$ -		
TOTAL MONTHLY EXPENDITURES	$ -		
TOTAL MONTHLY REIMBURSEMENT REQUEST	$ -		

GENESEE COUNTY
SENIOR SERVICES

County Administration Building
324 S. Saginaw St.
7th Floor - Suite 7A
Flint, Michigan 48502
(810) 424-4478

Lynn M. Radzilowski
Director

Authorization for Michigan ICHAT
(Internet Criminal History Access Tool)

Reason for ICHAT (please circle one): Employment Volunteer
Other:_____

First Name: _____ **Middle Name:** _____ **Last Name:** _____

Date of Birth: _____ **Race:** _____ **Gender:** _____

Other Last Name(s): _____
Other First Name(s): _____
Other Middle Initial: _____

Senior Center _____

I authorize the Genesee County Department of Senior Services and/or its agents to conduct a background check, including, but not limited to, the information I have indicated above. I understand that the information obtained will be used for lawful purposes only.

□ By checking this box, I authorize the Genesee County Department of Senior Services to perform annual background checks while volunteering or employed at the senior center, and I release all persons, companies, or agencies from any liability that may result from furnishing such information.

_____ _____
Signature of Applicant **Date**

_____ _____
Witness **Date**

Please return original to:

Department of Senior Services
324 S. Saginaw St.
7th Floor – Suite 7A
Flint, MI 48502

Genesee County Purchasing Regulations:

https://cms3.revize.com/revize/geneseenew/PURCHASING%20REGULATIONS%208222016.pdf

Genesee County Travel Regulations:

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

2025-2026 Levels of Service - Senior Citizen Centers

	Minimum Average Number of Activity / Service Type Provided Each Month		
Activity / Service Type	**Level 3**	**Level 2**	**Level 1**
Education	10	6	4
Health	14	10	8
Nutrition	Available	Available	Available
Transportation	Available	Available	Available
Social Services	10	6	Available
Outreach	Distribute Newsletter	Distribute Newsletter	Distribute Newsletter
Reports of Participation	MySeniorCenter	MySeniorCenter	Sign-in sheets
Volunteerism / Planning	Available	Available	Available
Support Groups	Available	Available	Not Required
Legal Services	Available	Available	Not Required
Health Screenings	Available	Available	Not Required
Unduplicated Seniors	1,000+	250+	100+

Programming Definitions

Education – A class or seminar **lead by an instructor** to show "how to do" or give information on a specific topic. Education examples but are not limited to:

Computer Classes, Craft Classes, Driver Safety Classes, Quilting or Sewing Classes, Gardening, Investments, Tech Class, Painting Classes, Music Lessons, Woodshop, Woodcarving, Diabetic Classes

Health – Services/Classes/Exercise – Programming which falls under medical services. Health examples but are not limited to:

Brain Games, Chess, Puzzles, Vaccinations, Exercise, Dance Classes, Tai Chi, Yoga, Wii Games, Podiatrist,

Chiropractor, Health Screenings (blood pressure, blood sugar, vision, hearing, etc.)

Nutrition Services – Provision for healthy meals and healthy eating, which includes but is not limited to:

Congregate Meals, Senior Center Meals, Cooking Classes, Food Pantry, Commodities, TEFAP, Senior Project Fresh, Nutrition education

Transportation – Transportation is limited to transporting older adults in Senior Center vehicles or MTA transportation set up through the senior center. A ride is considered as one way. *Example – You pick up Jan Doe at her home to the Senior Center. She has requested to go to the post office and then to her home. This would be logged as three rides*. Transportation does not include rented Motorcoach Transportation. Transportation includes but not limited to:

Grocery shopping, to/from the senior Center, Doctor/Medical appointments, Personal needs

Socialization – Programming to enhance the older adult's social experience. Socialization includes but is not limited to:

Bingo, Cards, Entertainment events, Coffee/socializing, social groups such as knitting/crocheting without

Instructor, travel programs

Social Services – Services performed (one to one) by volunteers or staff personnel. Social services include but are not limited to:

Housing information, Intake – Assessment and Referral*, Legal Services, My Bridges, Medicare Part D, MMAP, Tax Assistance, Medical Loan Closet, Support Groups*, CHAP/Social Workers, Medical Program

Registration (Genesee Health Plan Dental, Advanced Care Planning, etc.)

Outreach – Outreach includes but is not limited to:

Newsletters, Presentations/Speaking engagements regarding the Senior Center, Information and Assistance, Marketing efforts, Senior Center Website visits

Volunteerism – Unpaid service to the Senior Center, includes but are not limited to:

Center maintenance, AARP tax volunteers, Committee/Board members, Reception Desk/Greeters, Instructors, Kitchen help

** - It is understood a program may fall withing the definition of more than one area. It should be used in only one category per month.* ***Example****: you normally put line dancing in Health however, during the month of February you had plenty of events in health but needed extra in education. For the month of February, you could move line Dancing from Health and put it under Education. For unduplicated yearly statistics the event would only be used in one category.*

** - Not to be confused with Information and Assistance.*

2025-2026 Senior Millage Monthly Activity Log

Number of New Senior Participants During This Activity Period:	
Number of Duplicated Senior Participants During This Activity Period:	
Cumulative Number of Unduplicated Senior Participants Year to Date:	

Senior Center Name:	**Month:**

Education Activities			Health Activities			Nutrition Activities			Transportation Activities			Social Services			Outreach			Volunteerism/Planning		
Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Units	Activity Title	Activity Frequency	# of Hours of Service
Total Education	**0**	**0**	**Total Health**	**0**	**0**	**Total Nutrition**	**0**	**0**	**Total Transportation**	**0**	**0**	**Total Social Services**	**0**	**0**	**Total Outreach**	**0**	**0**	**Total Volunteer/ Planning**	**0**	**0**

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? New for FY 2025-2026

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Commercial Dept.	
Bois Insurance Agency Inc 1456 E. Pierson Road P.O. Box 420 Flushing MI 48433	PHONE (A/C, No, Ext): (810) 659-7330	FAX (A/C, No): (810) 659-8910
	E-MAIL ADDRESS: COMMERCIAL@BOISINSURANCE.COM	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Eastside Senior Citizens Center 3065 N Genesee Rd Flint MI 48506-2151	INSURER A: West Bend Mutual Ins	15350
	INSURER B: Michigan Insurance	10857
	INSURER C: West Bend Mutual Insurance	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 25-26 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			A762138	04/24/2025	04/24/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employment Practices	$ 100,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			A762138	04/24/2025	04/24/2026	~~COMBINED SINGLE LIMIT~~ (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$ 10,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			A762138	04/24/2025	04/24/2026	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1000033887	07/26/2024	07/26/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Directors and Officers			A762421	04/24/2025	04/24/2026	Each Claim Limit	$1,000,000
							Aggregate Limit	$1,000,000

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

CERTIFICATE HOLDER

Eastside Senior Citizens Center

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2038 **Agenda Date:** 8/13/2025 **Agenda #:** 8.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of an agreement between Genesee County and Flushing Area Senior Citizens, Inc., in an amount not to exceed $206,330.00, to provide for the operations of the Flushing Area Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

BOARD ACTION REQUESTED:

Approval of the contract between Genesee County and the Flushing Area Senior Citizens, Inc. (Flushing Area Senior Center) for the fiscal year 2025-2026 in the amount not to exceed $206,330.00.

BACKGROUND:

This annual contract allows the senior centers to receive reimbursement for approved budgeted monthly expenses from the Genesee County Senior Millage.

DISCUSSION:

The Flushing Area Senior Citizens, Inc. is a non-profit corporation that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community at the Flushing Area Senior Center.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. #2231-691.00-867.006

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact on their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 contract between Genesee County and the Flushing Area Senior Citizens, Inc., to fund the Flushing Area Senior Center for the term commencing October 1, 2025, through September 30, 2026, in an amount not to exceed $206,330.00 to be paid from account #2231-691.00-867.006, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

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? New for FY 2025-2026

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

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*** 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.

CONTRACT BETWEEN

The County of Genesee,
a Municipal Corporation,
Acting By and Through
Genesee County Department of Senior Services
324 South Saginaw Street, Suite 7A
Flint, Michigan 48502

And

Flushing Area Senior Citizens, Inc.
106 Elm Street
Flushing, Michigan 48433
A Michigan Non-profit Corporation
hereinafter referred to as the "OPERATING ENTITY,"
the entity operating the **Flushing Area Senior Center,**
hereinafter referred to as the "Senior Center" or "**CENTER."**
The COUNTY and OPERATING ENTITY together hereinafter referred to as the
"PARTIES."

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

WHEREAS, the Genesee County Board of Commissioners adopted a 2025-2026 Senior Millage – Senior Center Program ("Program") budget with the objective of providing Senior Citizen Services Millage (the "Senior Millage") funds to county senior centers for the purpose of increasing and enhancing senior citizen services, beyond those offered by senior centers prior to the Senior Millage, with funding from the Senior Millage previously authorized by the electorate of Genesee County; and

WHEREAS the objective of the Senior Millage is to fund services that improve the health, safety, and quality of life for Genesee County residents aged 60 years or older; and

WHEREAS Genesee County hereinafter referred to as the "COUNTY" is responsible for administering and expending the Senior Millage as adopted and amended by the Genesee County Board of Commissioners, and for assuring compliance with Program requirements; and

WHEREAS the OPERATING ENTITY operates a CENTER that has been designated as a preferred focal point for comprehensive and coordinated service to seniors in Genesee County; and

WHEREAS the OPERATING ENTITY has adequately represented in its application to the COUNTY that it intends to undertake or continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, because the objectives of the Program coincide with the objectives of the OPERATING ENTITY, the two parties have, therefore, entered this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, the parties agree as follows:

1. The Contract term commences on October 1, 2025, and continues through September 30, 2026. The Contract is effective upon approval by the Genesee County Board of Commissioners.

   The County has the option to extend this Contract for one (1) additional one-year term (the "Extension Term"). The Senior Services Director is authorized to execute the Extension Term on behalf of Genesee County.

2. The OPERATING ENTITY agrees to accept the terms of this Contract and those stated in its submitted application for Senior Millage funding and further agrees to perform the services described in this Contract, the Center's application, and in the attachments listed below, all of which are incorporated by reference to this Contract:

Attachment A:	2025-2026 Senior Millage – Senior Center Program Budget & Revenue Sheet
Attachment B:	2025-2026 Senior Millage – Senior Center Program Monthly Reimbursement Request Form
Attachment C:	ICHAT Form
Attachment D:	Genesee County Senior Services Purchasing Regulations and Genesee County Travel Regulations
Attachment E:	Levels of Monthly Service and Programming Definitions
Attachment F:	Monthly MySeniorCenter Activity log report

   This document governs if a conflict exists between this document and those incorporated by reference or the application.

3. The OPERATING ENTITY agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure that the use of Senior Millage funds complies with all 2025-2026 Senior Millage – Senior Center Program requirements, and further agrees to perform within the policies applicable to program requirements stated:

   a. Senior Centers shall continue to provide the level of service to maintain the associated funding level. For centers failing to meet the benchmarks for two consecutive months following notification, the funding may be reduced to the dollar amount calculated for the level of service.

b. Senior Centers may solicit and accept funds such as donations from many sources including foundations, the public or private sector, individuals, fundraiser events, and other activities, to enhance center programming and operations. Membership fees may also be classified as donations if the service included as part of the fee is offered by the senior center to seniors who choose to not purchase a membership. A center's request for donations shall not be directly tied to the provision of a millage-supported service nor shall a donation result in undue influence over a center for the donating party's private or personal interests. The OPERATING ENTITY shall, within 30 days of receipt of funds, disclose to Genesee County all funds received as alternate sources of income, including donations, membership fees, and revenue.

4. The COUNTY agrees to award the OPERATING ENTITY a total amount not to exceed $206,330.00 for the full term of the Contract for support of services for seniors through the expenditures described in the approved budget submitted by the OPERATING ENTITY, Attachment A to this Contract, said amount to be disbursed and reimbursed as stated in paragraphs 5 of this Contract; subject, however, to limitations contained in this Contract as to the use of Senior Millage funds and possible termination of the Contract due to failure to comply with Program requirements. This Operating Entity is awarded $206,330.00 and is funded at Level 3.

5. The OPERATING ENTITY shall submit to the COUNTY monthly Reimbursement Request Reports, using the format provided in Attachment B of this Contract. All 2025-2026 Program funds will be reimbursed by the COUNTY to the OPERATING ENTITY based on approval of monthly reimbursement requests as documented by invoices and other supporting documentation. Monthly supporting documentation includes the following but is not intended to be all-inclusive: time sheets, copies of payroll/invoices, bank statements, canceled checks, credit card statements, and profit and loss statements. Monthly reimbursement payments will begin in November 2025 for October reimbursements, or as soon thereafter as requests are submitted and approved.

   a. The total amount of fees collected for any program, class, or event for which Senior Millage reimbursement is sought shall be noted on the reimbursement request and deducted from the submitted cost.

   b. All operating and equipment expenditure reimbursement requests for credit and/or debit card purchases must be made using a card issued in the name of the senior center or the municipality under the governing body. Each reimbursement request must include a copy of the full credit or debit card invoice and a copy of the issued check.

   c. OPERATING ENTITY shall not be reimbursed for any reimbursement request including a receipt or invoice in which a portion of the receipt or invoice has been redacted, obscured, or blacked out.

6. The OPERATING ENTITY agrees to purchase, maintain, and utilize MySeniorCenter software for intake, compiling, and reporting of attendance and programming statistics. All users will complete and sign the MySeniorCenter policy before access is given to the database. A monthly activity report provided in Attachment F must be submitted no later than the 5th of every month.

7. 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. The COUNTY may, at its discretion and upon reasonable notice, require the OPERATING ENTITY to complete reports additional to those attached to this Contract regarding the CENTER'S expenses and activities.

8. The following criteria apply for reimbursements:

    a. The monthly reimbursement will not exceed 1/12 of the total funding award unless the Operating Entity has obtained prior approval from the Department of Senior Services. If the Center or Operating Entity is found to be in noncompliance, reimbursement requests may not receive approval until the concern (s) of non-compliance are corrected to the satisfaction of the County.

    b. 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.

    c. Senior Millage funds may not be used to buy gifts or gift cards for employees, interns, senior citizen participants, or board members. Senior Millage funds cannot be used for volunteer or intern stipends, or housing.

    d. All requested reimbursement receipts for this Contract term must be received by the Department of Senior Services by October 31, 2026, including utility payments. Receipts received after this date will not be reimbursed. Submitted items must be invoices or receipts; purchase orders are not reimbursable.

    e. Subject to subparagraph 8d above, reimbursement requests must be submitted within 90 days of the date of service of the activity for which reimbursement is sought, or within 45 days of the date of invoice or receipt, whichever occurs later. Exceptions apply to requests related to annual bills, memberships, or services extending beyond the current fiscal year. This includes but is not limited to payroll, utility bills, phone bills, software subscriptions, memberships, service contracts, trainings

or conferences, and credit card purchases. The remaining portions of the reimbursement requests may be submitted at the start of the following fiscal year.

f. Monthly reimbursement requests can include no more than two months of supplies for the center, including office, operating, or food supplies.

g. All equipment purchases and any facility improvements must be purchased and/or completed by August 2026, to allow Department of Senior Service staff to confirm purchases and improvements before the end of the fiscal year.

h. Senior Millage funds may not be used to purchase daily meals for the senior center without prior approval from the Department of Senior Services.

9. The OPERATING ENTITY agrees to document all revenue. Monetary transactions (cash or check) must be documented, and a receipt issued. Keep documentation related to revenue such as receipts on-site at the CENTER for review by the Department of Senior Services.

10. The OPERATING ENTITY 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. All budget adjustments must be approved by the Department of Senior Services, not to exceed $29,999,99. The Board of Commissioners' approval is required for budget amendments over the amount of $30,000.

11. The OPERATING ENTITY agrees to provide to all Genesee County senior residents aged 60 and over wishing to use services at the CENTER, without any fee differential based on where within the County the senior citizen resides, and a minimum of activities per month for Level 3 and Level 2, respectively for the following services: educational programs (10, 6); health programs (14, 10); and social services (10, 6). Each center will continue support groups, legal services, and health screenings. By March 31, 2025, each center must reach 90% of its required yearly unduplicated count. Level 3 – 1,000: 900; Level 2 – 250: 225.

12. The OPERATING ENTITY agrees to offer and have available daily, congregate meals and/or nutritional programs; transportation services which may be provided by the CENTER or through the Mass Transportation Authority.

13. The OPERATING ENTITY agrees to adhere to senior programming, state, and federal guidelines, and regulations, including but not limited to meal regulations.

14. The OPERATING ENTITY agrees to employ a full-time, on-site Director of the CENTER.

15. The OPERATING ENTITY agrees to keep the CENTER open and accessible to seniors a minimum of forty (40) hours; 5 days per week, except for County or State recognized holidays or other local units of government-approved building closures. Programming must be scheduled for a minimum of forty (40) hours per week.

16. The OPERATING ENTITY agrees to implement the 2025-2026 Program in accordance with the projected budget contained in its application and included as Attachment A to this Contract, subject to any prior approval limitations set forth therein.

17. The OPERATING ENTITY agrees to implement appropriate and adequate methods to evaluate and report on its operational and programmatic performance, including, but not limited to, individual activity participation numbers of seniors, financial record keeping, revenue and expenditures incurred, local maintenance of effort commitments and other applicable supportive documentation of expenditures supported by 2025-2026 Program funds.

18. The OPERATING ENTITY agrees to perform criminal background checks annually 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. See Attachment C. 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 Operating Entity agrees to perform yearly criminal background checks on all board members. See Attachment C. The OPERATING ENTITY 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.

19. The OPERATING ENTITY agrees to perform tests for tuberculosis for all paid staff and volunteer workers who will have direct contact with food preparation and/or distribution tasks and shall submit to the COUNTY proof of said tests within 15 days of their commencement. All other paid staff and volunteers are only required to have a tuberculosis test at the time of hire. It is recommended that all paid staff and volunteers are tested for tuberculosis on an annual basis. The OPERATING ENTITY further agrees that individuals having positive test results will not be permitted to continue in such functions.

20. The OPERATING ENTITY agrees to perform face-to-face CPR/FIRST AID and AED training for all paid staff and contracted employees (excluding instructors and seasonal workers) and shall submit to the COUNTY proof of training within 30 days of their commencement. The OPERATING ENTITY agrees to have on-site an AED machine.

21. The OPERATING ENTITY agrees to comply with mandatory fire, safety, public health codes and standards and local building codes, and to provide annually evidence of continued compliance with current documentation, certifications and/or licenses, as applicable.

22. The OPERATING ENTITY agrees to include the **exact** statement and the Genesee County logo in all printed materials, newsletter, program and registration materials, special events, center's website, advertisements, program presentations, 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.***"

23. The OPERATING ENTITY agrees to email the monthly newsletter by the 5th of each month to the Department of Senior Services. The OPERATING ENTITY also agrees to allow the Department of Senior Services or their Commissioner to place an ad in the newsletter six times per year with statistics or correspondence concerning programs funded by the Senior Millage.

24. The OPERATING ENTITY shall complete the expenditures described in its approved budget (Attachment A of this Contract) no later than the end of the Program Year, September 30, 2026.

25. The OPERATING ENTITY acknowledges that, at any time, the COUNTY may withhold payment of reimbursements if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with any Program requirements. In addition, any funds provided pursuant to the 2025-2026 Program are subject to repayment to the COUNTY if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with Program requirements at any time during the 2025-2026 Program period or a prior period.

26. The COUNTY may terminate this Contract without notice at any time during the Contract term if it determines that the OPERATING ENTITY has failed to

substantially comply with Contract requirements. At the COUNTY'S option, the OPERATING ENTITY may be given fourteen (14) days' notice and the opportunity to cure the deficiencies in its Program. Furthermore, this Contract may be terminated by the County for any reason related to changing objectives of the Senior Services Program or due to diminution of funds by giving the OPERATING ENTITY written notice of the effective date of termination. All costs and liabilities associated with this Contract will cease as of the effective date of termination. Requests for funding for costs up to that date will be subject to the COUNTY assessment of acceptability.

27. This Contract may be modified by the parties only by a written document signed by authorized representatives.

28. The OPERATING ENTITY agrees that, during its tenure and for one year thereafter, none of its members, officers, or employees who exercise any functions or responsibilities with respect to the performance of the activities which are subject to this Contract shall have any interest, direct or indirect, in any subcontract or the proceeds thereof for work to be performed in connection with this Contract. The OPERATING ENTITY further agrees to incorporate a provision prohibiting such interest in all subcontracts regarding the performance of such activities.

29. The OPERATING ENTITY agrees that no individual who serves as a member of the governing board or is a member of a Board Committee or advisory committee may be employed as a staff member during his/her term of office. The OPERATING ENTITY further agrees that no Senior Millage funds shall be used to pay for the services of any employee or contractor who is a member of the immediate family of a member of the OPERATING ENTITY's governing board or of the director of the CENTER unless the individual was hired before the year 2006 and has been in continuous employment with the CENTER since being hired. A member of an immediate family shall include any of the following persons: Husband, Wife, Father Father-in-law, Mother, Mother-in-law, Sister, Sister-in-law, Brother, Brother-in-law, Son, Son-in-law, Daughter, Daughter-in-law, niece, nephew, grandchildren, aunt, uncle, cousin, stepparent, step-sibling, or domestic partner.

30. The OPERATING ENTITY agrees that no individual who serves as a member of the OPERATING ENTITY's governing board or is a member of a board committee or advisory committee will receive any payment for services from the OPERATING ENTITY.

31. The OPERATING ENTITY agrees that the Director of the CENTER will be an employee of the OPERATING ENTITY and will not hold a voting position on the governing board of the OPERATING ENTITY. The OPERATING ENTITY further agrees that the Director shall have no authority regarding the selection, evaluation, nomination, appointment, or election of any member of the governing board. It shall be the responsibility of the governing board to review and approve decisions by the Director.

32. The OPERATING ENTITY and its employees are not Genesee County employees.

33. The OPERATING ENTITY shall comply with all federal, state, or local laws, regulations and standards, processes, and any amendments thereto, as they may apply to the performance of this Contract.

34. The OPERATING ENTITY agrees to adhere to its own procurement standards or, in the absence of such acceptable standards, to the Genesee County Senior Services Purchasing Regulations as set forth in Attachment D to this Contract. The OPERATING ENTITY 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 D to this Contract. Notwithstanding the preceding, no reimbursements for overnight travel or travel outside of Genesee County shall be made from Senior Millage funds without prior approval of the Genesee County Board of Commissioners. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.

35. The OPERATING ENTITY agrees to allow the COUNTY to enter a contract with a firm to administer an annual Audited Financial Report of the CENTER operations. It is understood that a copy of the audit is required as part of the application for funding. No reimbursements for the performance period of this Contract will be made prior to a copy of the audit being provided. The OPERATING ENTITY shall submit a copy of the filed 990, 1099, and W-2 forms for the current year.

36. The OPERATING ENTITY 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 events of the senior center in a non-candidate capacity.

vii. Supporting the Senior Millage

37. The OPERATING ENTITY 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 in one instance, shall not constitute automatic future waiver regarding the requirements of this paragraph. 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 $250.00 or more per unit. Equipment purchases not included in the submitted budget are automatically unapproved unless a formal budget amendment is submitted to the Senior Services Director.

38. The OPERATING ENTITY 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 OPERATING ENTITY 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 OPERATING ENTITY of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.

39. The OPERATING ENTITY shall indemnify, defend, and hold harmless the COUNTY against any and all expenses and liability of any kind which the

COUNTY may sustain, incur, or be required to pay to arise out of this Contract; provided, however, that the provision of this paragraph shall not apply to liabilities or expenses caused by, or resulting from, the willful or negligent acts or omissions of the COUNTY or any of its officers or employees. Further, in the event the OPERATING ENTITY becomes involved in, or is threatened with, litigation related to this Contract, or the activities supported by the 2025-2026 Senior Millage – Senior Center Program, the OPERATING ENTITY shall immediately notify the COUNTY, wherein the COUNTY may enter into such litigation to protect the interests of the COUNTY as they may appear.

40. The OPERATING ENTITY shall not discriminate against any employee or applicant for employment with respect to hiring, 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 (including, but not limited to, pregnancy, sexual orientation, or gender identity), disability, marital status, height, weight, or genetic information.

41. The OPERATING ENTITY agrees that the COUNTY may, at reasonable times and without notice, visit and inspect the CENTER and discuss or survey the CENTER'S activities with seniors who agree to participate.

42. The OPERATING ENTITY gives the COUNTY, or any other representatives designated by the COUNTY, the right to visit the CENTER at reasonable times and without notice, to examine all records, books, and papers related to the performance of activities which are the subject of this Contract.

43. The OPERATING ENTITY acknowledges that the COUNTY as a public body is 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 OPERATING ENTITY 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.

44. 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.

45. The Contract Administrator of this Contract is the Senior Services Director, Lynn M. Radzilowski. Obligations of or to the COUNTY in this Contract will be performed by or provided to, the Contract Administrator, or her designee.

The individual or officer signing this Contract certifies by their name that they are authorized to sign this Contract on behalf of the responsible governing board, official, entity, or contractor.

COUNTY OF GENESEE

By:_____
Delrico Loyd, Chairperson
Genesee County Board of Commissioners

_____
Date

FLUSHING AREA SENIOR CITIZENS, INC.

By:_____
Michael Stanton, Chairperson
Flushing Area Senior Center

_____
Date

Attachment A for Contract: 2025 - 2026 Budget and Administration

	2024-2025 Budget Revenue	2025-2026 Proposed Revenue
Name of Senior Center: FLUSHING	**$ 206,330.00**	**$ 206,330.00**
	$ -	
SUBTOTAL	**$ 206,330.00**	**$ 206,330.00**
General Fund		
Local School District	$ -	$ -
Local Special Millage	$ -	$ -
In-Kind Value		
LEASE/	$ 60,000.00	$ 60,000.00
VAN GAS	$ 4,000.00	$ 4,000.00
		$ -
Federal CDBG	$ 25,000.00	$ 6,000.00
State of Mich. Office of Services to the Aging	$ -	$ -
Michigan Department of Transportation	$ 6,000.00	$ 12,000.00
Valley Area Agency on Aging	$ -	$ -
Private Contributions/Donations	$ 12,000.00	$ 10,000.00
Special Projects Grants	$ 3,000.00	$ 3,000.00
		$ -
		$ -
Program Service Fees / TRAVEL		
Rental Income	$ -	
Interest Income	$ 50.00	$ 50.00
Membership	$ 9,000.00	$ 9,500.00
Newsletter Fees	$ -	$ -
Fundraising Events		$ -
Other Revenue Sources		
MEMORIALS/COMMISSIONS	$ 3,000.00	$ 3,000.00
SUBTOTAL	**$ 122,050.00**	**$ 107,550.00**
		$ -
Total Revenue	**$ 328,380.00**	**$ 313,880.00**
Identify the supporting Local Unit of Government(s):		

Name of Center:	FY 2024-2025 Senior Millage Budget	Proposed FY 2025-2026 Senior Center Budget Expenditures - Senior Millage
ADMINISTRATION		
Salaries – Administrative	$ 63,478.07	$ 65,449.74
Salaries – Support Staff	$ 69,269.18	$ 71,427.20
Fringes -- Employer FICA	$ 13,149.78	$ 12,608.60
Fringes – Medical	$ -	$ -
Fringes – Other	$ -	$ -
SUBTOTAL	$ 145,897.03	$ 149,485.54
PROGRAMMING		
Special Projects / Events	$ 1,000.00	$ 1,000.00
Volunteer Expenses	$ 17,200.00	$ 17,200.00
SUBTOTAL	$ 18,200.00	$ 18,200.00
OPERATIONS		
Facility Maintenance	$ -	$ -
Building Maintenance	$ 2,000.00	$ 500.00
Janitorial Maintenance	$ 4,200.00	$ 4,200.00
Equipment Maintenance	$ -	$ -
Grounds Maintenance	$ -	$ -
Insurances & Bonds	$ 2,401.00	$ 8,600.00
Legal Services	$ -	$ -
Memberships / Publications	$ 360.00	$ 360.00
Office Supplies	$ 500.00	$ -
Operating Supplies	$ 7,892.00	$ 3,024.46
Postage	$ 4,800.00	$ 3,000.00
Service Contracts/Licenses	$ 1,700.00	$ 2,000.00
Phone/ Fax/ Internet/ Web Services	$ 4,000.00	$ 4,000.00
Accounting Services	$ 4,200.00	$ 4,200.00
Confernces	$ 321.96	
Utilities	$ 7,000.00	$ 7,000.00
Travel/Mileage	$ 224.01	
Vehicle Maintenance / Insurance	$ 700.00	$ 700.00
Outreach - Advertising	$ 475.00	$ -
		$ -
SUBTOTAL	**$ 40,773.97**	**$ 37,584.46**
COMPUTERS SOFTWARE		
XAVUS SOLUTIONS	$ 1,060.00	$ 1,060.00
Equipment Purchases	$ 399.00	$ -
SUBTOTAL	$ 1,459.00	$ 1,060.00
TOTAL AWARD EXPENDITURES	**$ 206,330.00**	**$ 206,330.00**

2025-2026 SENIOR MILLAGE MONTHLY REIMBURSEMENT REQUEST

Senior Center: Flushing Area Senior Center

Pay to (Operating Entity): Flushing Area Senior Citizens, Inc.

Mail Address: 106 Elm Street

Flushing, MI 48433

2025-2026 SENIOR MILLAGE FUND BALANCE

2025-2026 Millage Allocation: $ 206,330.00

Funds Previously Requested $ -

Balance Remaining Prior to this Request: $ -

Time Period of Expenditures for this Request: October 1 - October 31, 2025

Total Claimed in this Request: $ -

Balance Remaining After this Request: $ - $ -

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

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number / Confirmation of Payment
ADMINISTRATION EXPENDITURES			
SUBTOTAL - ADMINISTRATION	$ -		
PROGRAMMING EXPENDITURES			
SUBTOTAL - PROGRAMMING	$ -		

ATTACHMENT B 2025-2026 SENIOR MILLAGE SENIOR CENTER MONTHLY REIMBURSEMENT REQUEST FORM

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number -- Confirmation of Payment
OPERATIONS EXPENDITURES			
SUBTOTAL - OPERATIONS	$ -		
EQUIPMENT PURCHASES EXPENDITURES			
SUBTOTAL - EQUIPMENT	$ -		
TOTAL MONTHLY EXPENDITURES	$ -		
TOTAL MONTHLY REIMBURSEMENT REQUEST	$ -		

GENESEE COUNTY
SENIOR SERVICES

County Administration Building
324 S. Saginaw St.
7th Floor - Suite 7A
Flint, Michigan 48502
(810) 424-4478

Lynn M. Radzilowski
Director

Authorization for Michigan ICHAT
(Internet Criminal History Access Tool)

Reason for ICHAT (please circle one): Employment Volunteer
Other:_____

First Name: _____ **Middle Name:** _____ **Last Name:** _____

Date of Birth: _____ **Race:** _____ **Gender:** _____

Other Last Name(s): _____
Other First Name(s): _____
Other Middle Initial: _____

Senior Center _____

I authorize the Genesee County Department of Senior Services and/or its agents to conduct a background check, including, but not limited to, the information I have indicated above. I understand that the information obtained will be used for lawful purposes only.

□ By checking this box, I authorize the Genesee County Department of Senior Services to perform annual background checks while volunteering or employed at the senior center, and I release all persons, companies, or agencies from any liability that may result from furnishing such information.

_____ _____
Signature of Applicant **Date**

_____ _____
Witness **Date**

Please return original to:

Department of Senior Services
324 S. Saginaw St.
7th Floor – Suite 7A
Flint, MI 48502

Genesee County Purchasing Regulations:

https://cms3.revize.com/revize/geneseenew/PURCHASING%20REGULATIONS%208222016.pdf

Genesee County Travel Regulations:

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

2025-2026 Levels of Service - Senior Citizen Centers

	Minimum Average Number of Activity / Service Type Provided Each Month		
Activity / Service Type	**Level 3**	**Level 2**	**Level 1**
Education	10	6	4
Health	14	10	8
Nutrition	Available	Available	Available
Transportation	Available	Available	Available
Social Services	10	6	Available
Outreach	Distribute Newsletter	Distribute Newsletter	Distribute Newsletter
Reports of Participation	MySeniorCenter	MySeniorCenter	Sign-in sheets
Volunteerism / Planning	Available	Available	Available
Support Groups	Available	Available	Not Required
Legal Services	Available	Available	Not Required
Health Screenings	Available	Available	Not Required
Unduplicated Seniors	1,000+	250+	100+

Programming Definitions

Education – A class or seminar **lead by an instructor** to show "how to do" or give information on a specific topic. Education examples but are not limited to:

Computer Classes, Craft Classes, Driver Safety Classes, Quilting or Sewing Classes, Gardening, Investments, Tech Class, Painting Classes, Music Lessons, Woodshop, Woodcarving, Diabetic Classes

Health – Services/Classes/Exercise – Programming which falls under medical services. Health examples but are not limited to:

Brain Games, Chess, Puzzles, Vaccinations, Exercise, Dance Classes, Tai Chi, Yoga, Wii Games, Podiatrist,

Chiropractor, Health Screenings (blood pressure, blood sugar, vision, hearing, etc.)

Nutrition Services – Provision for healthy meals and healthy eating, which includes but is not limited to:

Congregate Meals, Senior Center Meals, Cooking Classes, Food Pantry, Commodities, TEFAP, Senior Project Fresh, Nutrition education

Transportation – Transportation is limited to transporting older adults in Senior Center vehicles or MTA transportation set up through the senior center. A ride is considered as one way. *Example – You pick up Jan Doe at her home to the Senior Center. She has requested to go to the post office and then to her home. This would be logged as three rides*. Transportation does not include rented Motorcoach Transportation. Transportation includes but not limited to:

Grocery shopping, to/from the senior Center, Doctor/Medical appointments, Personal needs

Socialization – Programming to enhance the older adult's social experience. Socialization includes but is not limited to:

Bingo, Cards, Entertainment events, Coffee/socializing, social groups such as knitting/crocheting without

Instructor, travel programs

Social Services – Services performed (one to one) by volunteers or staff personnel. Social services include but are not limited to:

Housing information, Intake – Assessment and Referral*, Legal Services, My Bridges, Medicare Part D, MMAP, Tax Assistance, Medical Loan Closet, Support Groups*, CHAP/Social Workers, Medical Program

Registration (Genesee Health Plan Dental, Advanced Care Planning, etc.)

Outreach – Outreach includes but is not limited to:

Newsletters, Presentations/Speaking engagements regarding the Senior Center, Information and Assistance, Marketing efforts, Senior Center Website visits

Volunteerism – Unpaid service to the Senior Center, includes but are not limited to:

Center maintenance, AARP tax volunteers, Committee/Board members, Reception Desk/Greeters, Instructors, Kitchen help

** - It is understood a program may fall withing the definition of more than one area. It should be used in only one category per month.* ***Example****: you normally put line dancing in Health however, during the month of February you had plenty of events in health but needed extra in education. For the month of February, you could move line Dancing from Health and put it under Education. For unduplicated yearly statistics the event would only be used in one category.*

** - Not to be confused with Information and Assistance.*

2025-2026 Senior Millage Monthly Activity Log

Number of New Senior Participants During This Activity Period:	
Number of Duplicated Senior Participants During This Activity Period:	
Cumulative Number of Unduplicated Senior Participants Year to Date:	

Senior Center Name:	**Month:**

Education Activities			Health Activities			Nutrition Activities			Transportation Activities			Social Services			Outreach			Volunteerism/Planning		
Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Units	Activity Title	Activity Frequency	# of Hours of Service
Total Education	**0**	**0**	**Total Health**	**0**	**0**	**Total Nutrition**	**0**	**0**	**Total Transportation**	**0**	**0**	**Total Social Services**	**0**	**0**	**Total Outreach**	**0**	**0**	**Total Volunteer/ Planning**	**0**	**0**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Commercial Dept.	
Bois Insurance Agency Inc 1456 E. Pierson Road P.O. Box 420 Flushing MI 48433	PHONE (A/C, No, Ext): (810) 659-7330	FAX (A/C, No): (810) 659-8910
	E-MAIL ADDRESS: COMMERCIAL@BOISINSURANCE.COM	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Flushing Area Senior Citizens, Inc 106 Elm St Flushing MI 48433-1608	INSURER A : West Bend Mutual Ins	15350
	INSURER B : Accident Fund Insurance Co of America	10166
	INSURER C : West Bend Mutual Insurance	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24-25 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			0988525	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			0988525	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			No Coverage			~~COMBINED SINGLE LIMIT~~ EACH OCCURRENCE AGGREGATE [ ]	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		100078553	10/01/2024	10/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
C	Directors and Officers			0995214 14	10/01/2024	10/01/2025	Each Claim Limit Aggregate Limit	1,000,000 1,000,000

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

CERTIFICATE HOLDER

Flushing Area Senior Citizens, Inc

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2039 **Agenda Date:** 8/13/2025 **Agenda #:** 9.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of an agreement between Genesee County and Forest Township Area Senior Citizens, Inc., in an amount not to exceed $137,923.00, to provide for the operations of the Forest Township Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

BOARD ACTION REQUESTED:

Approval of the contract between Genesee County and the Forest Township Area Senior Citizens, Inc. (Forest Township Senior Center) for the fiscal year 2025-2026 in the amount not to exceed $137,923.00.

BACKGROUND:

This annual contract allows the senior centers to receive reimbursement for approved budgeted monthly expenses from the Genesee County Senior Millage.

DISCUSSION:

The Forest Township Area Senior Citizens, Inc. is a non-profit corporation that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community at the Forest Township Senior Center.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. #2231-691.00-867.007

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 contract between Genesee County and the Forest Township Area Senior Citizens, Inc., to fund the Forest Township Senior Center for the term commencing October 1, 2025, through September 30, 2026, in an amount not to exceed $137,923.00 to be paid from account #2231-691.00 -867.007, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

CONTRACT BETWEEN

The County of Genesee,
a Municipal Corporation,
Acting By and Through
Genesee County Department of Senior Services
324 South Saginaw Street, Suite 7A
Flint, Michigan 48502

And

Forest Township Area Senior Center, Inc.
130 East Main Street
Otisville, Michigan 48463
A Michigan Non-profit Corporation
hereinafter referred to as the "OPERATING ENTITY,"
the entity operating the **Forest Township Senior Center,**
hereinafter referred to as the "Senior Center" or "**CENTER."**
The COUNTY and OPERATING ENTITY together hereinafter referred to as the
"PARTIES."

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

WHEREAS, the Genesee County Board of Commissioners adopted a 2025-2026 Senior Millage – Senior Center Program ("Program") budget with the objective of providing Senior Citizen Services Millage (the "Senior Millage") funds to county senior centers for the purpose of increasing and enhancing senior citizen services, beyond those offered by senior centers prior to the Senior Millage, with funding from the Senior Millage previously authorized by the electorate of Genesee County; and

WHEREAS the objective of the Senior Millage is to fund services that improve the health, safety, and quality of life for Genesee County residents aged 60 years or older; and

WHEREAS Genesee County hereinafter referred to as the "COUNTY" is responsible for administering and expending the Senior Millage as adopted and amended by the Genesee County Board of Commissioners, and for assuring compliance with Program requirements; and

WHEREAS the OPERATING ENTITY operates a CENTER that has been designated as a preferred focal point for comprehensive and coordinated service to seniors in Genesee County; and

WHEREAS the OPERATING ENTITY has adequately represented in its application to the COUNTY that it intends to undertake or continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, because the objectives of the Program coincide with the objectives of the OPERATING ENTITY, the two parties have, therefore, entered this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, the parties agree as follows:

1. The Contract term commences on October 1, 2025, and continues through September 30, 2026. The Contract is effective upon approval by the Genesee County Board of Commissioners.

   The County has the option to extend this Contract for one (1) additional one-year term (the "Extension Term"). The Senior Services Director is authorized to execute the Extension Term on behalf of Genesee County.

2. The OPERATING ENTITY agrees to accept the terms of this Contract and those stated in its submitted application for Senior Millage funding and further agrees to perform the services described in this Contract, the Center's application, and in the attachments listed below, all of which are incorporated by reference to this Contract:

Attachment A:	2025-2026 Senior Millage – Senior Center Program Budget & Revenue Sheet
Attachment B:	2025-2026 Senior Millage – Senior Center Program Monthly Reimbursement Request Form
Attachment C:	ICHAT Form
Attachment D:	Genesee County Senior Services Purchasing Regulations and Genesee County Travel Regulations
Attachment E:	Levels of Monthly Service and Programming Definitions
Attachment F:	Monthly MySeniorCenter Activity log report

   This document governs if a conflict exists between this document and those incorporated by reference or the application.

3. The OPERATING ENTITY agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure that the use of Senior Millage funds complies with all 2025-2026 Senior Millage – Senior Center Program requirements, and further agrees to perform within the policies applicable to program requirements stated:

   a. Senior Centers shall continue to provide the level of service to maintain the associated funding level. For centers failing to meet the benchmarks for two consecutive months following notification, the funding may be reduced to the dollar amount calculated for the level of service.

b. Senior Centers may solicit and accept funds such as donations from many sources including foundations, the public or private sector, individuals, fundraiser events, and other activities, to enhance center programming and operations. Membership fees may also be classified as donations if the service included as part of the fee is offered by the senior center to seniors who choose to not purchase a membership. A center's request for donations shall not be directly tied to the provision of a millage-supported service nor shall a donation result in undue influence over a center for the donating party's private or personal interests. The OPERATING ENTITY shall, within 30 days of receipt of funds, disclose to Genesee County all funds received as alternate sources of income, including donations, membership fees, and revenue.

4. The COUNTY agrees to award the OPERATING ENTITY a total amount not to exceed $137,923.00 for the full term of the Contract for support of services for seniors through the expenditures described in the approved budget submitted by the OPERATING ENTITY, Attachment A to this Contract, said amount to be disbursed and reimbursed as stated in paragraphs 5 of this Contract; subject, however, to limitations contained in this Contract as to the use of Senior Millage funds and possible termination of the Contract due to failure to comply with Program requirements. This Operating Entity is awarded $137,923.00 and is funded at Level 2.

5. The OPERATING ENTITY shall submit to the COUNTY monthly Reimbursement Request Reports, using the format provided in Attachment B of this Contract. All 2025-2026 Program funds will be reimbursed by the COUNTY to the OPERATING ENTITY based on approval of monthly reimbursement requests as documented by invoices and other supporting documentation. Monthly supporting documentation includes the following but is not intended to be all-inclusive: time sheets, copies of payroll/invoices, bank statements, canceled checks, credit card statements, and profit and loss statements. Monthly reimbursement payments will begin in November 2025 for October reimbursements, or as soon thereafter as requests are submitted and approved.

    a. The total amount of fees collected for any program, class, or event for which Senior Millage reimbursement is sought shall be noted on the reimbursement request and deducted from the submitted cost.

    b. All operating and equipment expenditure reimbursement requests for credit and/or debit card purchases must be made using a card issued in the name of the senior center or the municipality under the governing body. Each reimbursement request must include a copy of the full credit or debit card invoice and a copy of the issued check.

    c. OPERATING ENTITY shall not be reimbursed for any reimbursement request including a receipt or invoice in which a portion of the receipt or invoice has been redacted, obscured, or blacked out.

6. The OPERATING ENTITY agrees to purchase, maintain, and utilize MySeniorCenter software for intake, compiling, and reporting of attendance and programming statistics. All users will complete and sign the MySeniorCenter policy before access is given to the database. A monthly activity report provided in Attachment F must be submitted no later than the 5th of every month.

7. 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. The COUNTY may, at its discretion and upon reasonable notice, require the OPERATING ENTITY to complete reports additional to those attached to this Contract regarding the CENTER'S expenses and activities.

8. The following criteria apply for reimbursements:

    a. The monthly reimbursement will not exceed 1/12 of the total funding award unless the Operating Entity has obtained prior approval from the Department of Senior Services. If the Center or Operating Entity is found to be in noncompliance, reimbursement requests may not receive approval until the concern (s) of non-compliance are corrected to the satisfaction of the County.

    b. 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.

    c. Senior Millage funds may not be used to buy gifts or gift cards for employees, interns, senior citizen participants, or board members. Senior Millage funds cannot be used for volunteer or intern stipends, or housing.

    d. All requested reimbursement receipts for this Contract term must be received by the Department of Senior Services by October 31, 2026, including utility payments. Receipts received after this date will not be reimbursed. Submitted items must be invoices or receipts; purchase orders are not reimbursable.

    e. Subject to subparagraph 8d above, reimbursement requests must be submitted within 90 days of the date of service of the activity for which reimbursement is sought, or within 45 days of the date of invoice or receipt, whichever occurs later. Exceptions apply to requests related to annual bills, memberships, or services extending beyond the current fiscal year. This includes but is not limited to payroll, utility bills, phone bills, software subscriptions, memberships, service contracts, trainings

or conferences, and credit card purchases. The remaining portions of the reimbursement requests may be submitted at the start of the following fiscal year.

f. Monthly reimbursement requests can include no more than two months of supplies for the center, including office, operating, or food supplies.

g. All equipment purchases and any facility improvements must be purchased and/or completed by August 2026, to allow Department of Senior Service staff to confirm purchases and improvements before the end of the fiscal year.

h. Senior Millage funds may not be used to purchase daily meals for the senior center without prior approval from the Department of Senior Services.

9. The OPERATING ENTITY agrees to document all revenue. Monetary transactions (cash or check) must be documented, and a receipt issued. Keep documentation related to revenue such as receipts on-site at the CENTER for review by the Department of Senior Services.

10. The OPERATING ENTITY 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. All budget adjustments must be approved by the Department of Senior Services, not to exceed $29,999,99. The Board of Commissioners' approval is required for budget amendments over the amount of $30,000.

11. The OPERATING ENTITY agrees to provide to all Genesee County senior residents aged 60 and over wishing to use services at the CENTER, without any fee differential based on where within the County the senior citizen resides, and a minimum of activities per month for Level 3 and Level 2, respectively for the following services: educational programs (10, 6); health programs (14, 10); and social services (10, 6). Each center will continue support groups, legal services, and health screenings. By March 31, 2025, each center must reach 90% of its required yearly unduplicated count. Level 3 – 1,000: 900; Level 2 – 250: 225.

12. The OPERATING ENTITY agrees to offer and have available daily, congregate meals and/or nutritional programs; transportation services which may be provided by the CENTER or through the Mass Transportation Authority.

13. The OPERATING ENTITY agrees to adhere to senior programming, state, and federal guidelines, and regulations, including but not limited to meal regulations.

14. The OPERATING ENTITY agrees to employ a full-time, on-site Director of the CENTER.

15. The OPERATING ENTITY agrees to keep the CENTER open and accessible to seniors a minimum of forty (40) hours; 5 days per week, except for County or State recognized holidays or other local units of government-approved building closures. Programming must be scheduled for a minimum of forty (40) hours per week.

16. The OPERATING ENTITY agrees to implement the 2025-2026 Program in accordance with the projected budget contained in its application and included as Attachment A to this Contract, subject to any prior approval limitations set forth therein.

17. The OPERATING ENTITY agrees to implement appropriate and adequate methods to evaluate and report on its operational and programmatic performance, including, but not limited to, individual activity participation numbers of seniors, financial record keeping, revenue and expenditures incurred, local maintenance of effort commitments and other applicable supportive documentation of expenditures supported by 2025-2026 Program funds.

18. The OPERATING ENTITY agrees to perform criminal background checks annually 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. See Attachment C. 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 Operating Entity agrees to perform yearly criminal background checks on all board members. See Attachment C. The OPERATING ENTITY 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.

19. The OPERATING ENTITY agrees to perform tests for tuberculosis for all paid staff and volunteer workers who will have direct contact with food preparation and/or distribution tasks and shall submit to the COUNTY proof of said tests within 15 days of their commencement. All other paid staff and volunteers are only required to have a tuberculosis test at the time of hire. It is recommended that all paid staff and volunteers are tested for tuberculosis on an annual basis. The OPERATING ENTITY further agrees that individuals having positive test results will not be permitted to continue in such functions.

20. The OPERATING ENTITY agrees to perform face-to-face CPR/FIRST AID and AED training for all paid staff and contracted employees (excluding instructors and seasonal workers) and shall submit to the COUNTY proof of training within 30 days of their commencement. The OPERATING ENTITY agrees to have on-site an AED machine.

21. The OPERATING ENTITY agrees to comply with mandatory fire, safety, public health codes and standards and local building codes, and to provide annually evidence of continued compliance with current documentation, certifications and/or licenses, as applicable.

22. The OPERATING ENTITY agrees to include the **exact** statement and the Genesee County logo in all printed materials, newsletter, program and registration materials, special events, center's website, advertisements, program presentations, 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.***"

23. The OPERATING ENTITY agrees to email the monthly newsletter by the 5th of each month to the Department of Senior Services. The OPERATING ENTITY also agrees to allow the Department of Senior Services or their Commissioner to place an ad in the newsletter six times per year with statistics or correspondence concerning programs funded by the Senior Millage.

24. The OPERATING ENTITY shall complete the expenditures described in its approved budget (Attachment A of this Contract) no later than the end of the Program Year, September 30, 2026.

25. The OPERATING ENTITY acknowledges that, at any time, the COUNTY may withhold payment of reimbursements if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with any Program requirements. In addition, any funds provided pursuant to the 2025-2026 Program are subject to repayment to the COUNTY if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with Program requirements at any time during the 2025-2026 Program period or a prior period.

26. The COUNTY may terminate this Contract without notice at any time during the Contract term if it determines that the OPERATING ENTITY has failed to

substantially comply with Contract requirements. At the COUNTY'S option, the OPERATING ENTITY may be given fourteen (14) days' notice and the opportunity to cure the deficiencies in its Program. Furthermore, this Contract may be terminated by the County for any reason related to changing objectives of the Senior Services Program or due to diminution of funds by giving the OPERATING ENTITY written notice of the effective date of termination. All costs and liabilities associated with this Contract will cease as of the effective date of termination. Requests for funding for costs up to that date will be subject to the COUNTY assessment of acceptability.

27. This Contract may be modified by the parties only by a written document signed by authorized representatives.

28. The OPERATING ENTITY agrees that, during its tenure and for one year thereafter, none of its members, officers, or employees who exercise any functions or responsibilities with respect to the performance of the activities which are subject to this Contract shall have any interest, direct or indirect, in any subcontract or the proceeds thereof for work to be performed in connection with this Contract. The OPERATING ENTITY further agrees to incorporate a provision prohibiting such interest in all subcontracts regarding the performance of such activities.

29. The OPERATING ENTITY agrees that no individual who serves as a member of the governing board or is a member of a Board Committee or advisory committee may be employed as a staff member during his/her term of office. The OPERATING ENTITY further agrees that no Senior Millage funds shall be used to pay for the services of any employee or contractor who is a member of the immediate family of a member of the OPERATING ENTITY's governing board or of the director of the CENTER unless the individual was hired before the year 2006 and has been in continuous employment with the CENTER since being hired. A member of an immediate family shall include any of the following persons: Husband, Wife, Father Father-in-law, Mother, Mother-in-law, Sister, Sister-in-law, Brother, Brother-in-law, Son, Son-in-law, Daughter, Daughter-in-law, niece, nephew, grandchildren, aunt, uncle, cousin, stepparent, step-sibling, or domestic partner.

30. The OPERATING ENTITY agrees that no individual who serves as a member of the OPERATING ENTITY's governing board or is a member of a board committee or advisory committee will receive any payment for services from the OPERATING ENTITY.

31. The OPERATING ENTITY agrees that the Director of the CENTER will be an employee of the OPERATING ENTITY and will not hold a voting position on the governing board of the OPERATING ENTITY. The OPERATING ENTITY further agrees that the Director shall have no authority regarding the selection, evaluation, nomination, appointment, or election of any member of the governing board. It shall be the responsibility of the governing board to review and approve decisions by the Director.

32. The OPERATING ENTITY and its employees are not Genesee County employees.

33. The OPERATING ENTITY shall comply with all federal, state, or local laws, regulations and standards, processes, and any amendments thereto, as they may apply to the performance of this Contract.

34. The OPERATING ENTITY agrees to adhere to its own procurement standards or, in the absence of such acceptable standards, to the Genesee County Senior Services Purchasing Regulations as set forth in Attachment D to this Contract. The OPERATING ENTITY 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 D to this Contract. Notwithstanding the preceding, no reimbursements for overnight travel or travel outside of Genesee County shall be made from Senior Millage funds without prior approval of the Genesee County Board of Commissioners. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.

35. The OPERATING ENTITY agrees to allow the COUNTY to enter a contract with a firm to administer an annual Audited Financial Report of the CENTER operations. It is understood that a copy of the audit is required as part of the application for funding. No reimbursements for the performance period of this Contract will be made prior to a copy of the audit being provided. The OPERATING ENTITY shall submit a copy of the filed 990, 1099, and W-2 forms for the current year.

36. The OPERATING ENTITY 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 events of the senior center in a non-candidate capacity.

vii. Supporting the Senior Millage

37. The OPERATING ENTITY 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 in one instance, shall not constitute automatic future waiver regarding the requirements of this paragraph. 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 $250.00 or more per unit. Equipment purchases not included in the submitted budget are automatically unapproved unless a formal budget amendment is submitted to the Senior Services Director.

38. The OPERATING ENTITY 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 OPERATING ENTITY 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 OPERATING ENTITY of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.

39. The OPERATING ENTITY shall indemnify, defend, and hold harmless the COUNTY against any and all expenses and liability of any kind which the

COUNTY may sustain, incur, or be required to pay to arise out of this Contract; provided, however, that the provision of this paragraph shall not apply to liabilities or expenses caused by, or resulting from, the willful or negligent acts or omissions of the COUNTY or any of its officers or employees. Further, in the event the OPERATING ENTITY becomes involved in, or is threatened with, litigation related to this Contract, or the activities supported by the 2025-2026 Senior Millage – Senior Center Program, the OPERATING ENTITY shall immediately notify the COUNTY, wherein the COUNTY may enter into such litigation to protect the interests of the COUNTY as they may appear.

40. The OPERATING ENTITY shall not discriminate against any employee or applicant for employment with respect to hiring, 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 (including, but not limited to, pregnancy, sexual orientation, or gender identity), disability, marital status, height, weight, or genetic information.

41. The OPERATING ENTITY agrees that the COUNTY may, at reasonable times and without notice, visit and inspect the CENTER and discuss or survey the CENTER'S activities with seniors who agree to participate.

42. The OPERATING ENTITY gives the COUNTY, or any other representatives designated by the COUNTY, the right to visit the CENTER at reasonable times and without notice, to examine all records, books, and papers related to the performance of activities which are the subject of this Contract.

43. The OPERATING ENTITY acknowledges that the COUNTY as a public body is 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 OPERATING ENTITY 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.

44. 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.

45. The Contract Administrator of this Contract is the Senior Services Director, Lynn M. Radzilowski. Obligations of or to the COUNTY in this Contract will be performed by or provided to, the Contract Administrator, or her designee.

The individual or officer signing this Contract certifies by their name that they are authorized to sign this Contract on behalf of the responsible governing board, official, entity, or contractor.

COUNTY OF GENESEE

By:_____
Delrico Loyd, Chairperson
Genesee County Board of Commissioners

_____
Date

FOREST TOWNSHIP AREA SENIOR CENTER, INC.

By:_____
Janet Fettig, President
Forest Township Area Senior Center

_____
Date

Attachment A for Contract: 2025 - 2026 Budget and Administration

	2024-2025 Budget Revenue	2025-2026 Proposed Revenue
Name of Senior Center:		
Forest Township Area Senior Center	$ 137,923.00	**$ 137,923.00**
SUBTOTAL	**$ 137,923.00**	**$ 137,923.00**
General Fund	$ 50,000.00	$ 59,000.00
Local School District	$ -	$ -
Local Special Millage	$ -	$ -
In-Kind Value		
LEASE/		
VAN GAS		
		$ -
Federal CDBG	$ -	$ -
State of Mich. Office of Services to the Aging	$ -	$ -
Michigan Department of Transportation	$ 13,000.00	$ 8,500.00
Valley Area Agency on Aging	$ -	$ -
Private Contributions/Donations	$ 1,500.00	$ 1,500.00
Special Projects Grants	$ 100,000.00	
		$ -
		$ -
Program Service Fees / TRAVEL	$ 3,500.00	$ 5,000.00
Rental Income	$ -	
Interest Income	$ 3,500.00	$ 3,000.00
Membership		
Newsletter Fees	$ 75.00	$ 75.00
Fundraising Events	$ 7,500.00	$ 7,500.00
Other Revenue Sources	$ 1,000.00	$ 1,000.00
MEMORIALS/COMMISSIONS	$ 2,500.00	$ 2,000.00
SUBTOTAL	**$ 182,575.00**	**$ 87,575.00**
		$ -
Total Revenue	**$ 320,498.00**	**$ 225,498.00**
Identify the supporting Local Unit of Government(s):		

Name of Center:	FY 2024-2025 Senior Millage Budget	Proposed FY 2025-2026 Senior Center Budget Expenditures - Senior Millage
ADMINISTRATION		
Salaries – Administrative	$ -	$ -
Exec Director - Kelly Jacobs	$ 40,000.00	$ 42,612.00
Asst Director - Heather Lang	$ 16,600.00	$ 21,311.00
Salaries – Support Staff	$ -	$ -
Lead Cook - Kim Schmidt	$ 22,500.00	$ 24,250.00
Asst Cook 1 - Rebecca Hart		$ 14,600.00
Asst Cook 2 - Veronica Wilson	$ 2,775.00	$ 4,150.00
Asst Cook 2 - Becky Hanner		
Fringes -- Employer FICA	$ 6,800.00	$ 8,000.00
Fringes – Unemployment	$ 2,000.00	$ -
SUBTOTAL	$ 90,675.00	$ 114,923.00
PROGRAMMING		
Special Projects / Events	$ 6,000.00	$ 8,000.00
Staff Education (CPR)	$ 500.00	$ -
SUBTOTAL	$ 6,500.00	$ 8,000.00
OPERATIONS		
Facility Maintenance	$ -	$ -
Rent	$ 27,000.00	
	$ -	$ -
Insurances	$ 7,000.00	$ 7,000.00
Office Supplies	$ 348.00	$ 400.00
Operating Supplies	$ 1,400.00	$ 2,500.00
Postage	$ 1,000.00	$ -
Phone/ Fax/ Internet/ Web Services		$ -
Outreach	$ 1,000.00	$ 1,000.00
Mileage	$ 2,000.00	$ 3,000.00
		$ -
SUBTOTAL	**$ 39,748.00**	**$ 13,900.00**
COMPUTERS SOFTWARE		
XAVUS SOLUTIONS	$ 1,000.00	$ 1,100.00
Equipment Purchases	$ -	$ -
SUBTOTAL	$ 1,000.00	$ 1,100.00
TOTAL AWARD EXPENDITURES	**$ 137,923.00**	**$ 137,923.00**

2025-2026 SENIOR MILLAGE MONTHLY REIMBURSEMENT REQUEST

Senior Center: Forest Township Area Senior Center

Pay to (Operating Entity): Forest Township Area Senior Center

Mail Address: 130 E Main St.

Otisville, MI 48463

2025-2026 SENIOR MILLAGE FUND BALANCE

2025-2026 Millage Allocation: $ 137,923.00

Funds Previously Requested $ -

Balance Remaining Prior to this Request: $ -

Time Period of Expenditures for this Request: October 1 - October 31, 2025

Total Claimed in this Request: $ -

Balance Remaining After this Request: $ - $ -

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

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number / Confirmation of Payment
ADMINISTRATION EXPENDITURES			
SUBTOTAL - ADMINISTRATION	$ -		
PROGRAMMING EXPENDITURES			
SUBTOTAL - PROGRAMMING	$ -		

ATTACHMENT B 2025-2026 SENIOR MILLAGE SENIOR CENTER MONTHLY REIMBURSEMENT REQUEST FORM

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number -- Confirmation of Payment
OPERATIONS EXPENDITURES			
SUBTOTAL - OPERATIONS	$ -		
EQUIPMENT PURCHASES EXPENDITURES			
SUBTOTAL - EQUIPMENT	$ -		
TOTAL MONTHLY EXPENDITURES	$ -		
TOTAL MONTHLY REIMBURSEMENT REQUEST	$ -		

GENESEE COUNTY
SENIOR SERVICES

County Administration Building
324 S. Saginaw St.
7th Floor - Suite 7A
Flint, Michigan 48502
(810) 424-4478

Lynn M. Radzilowski
Director

Authorization for Michigan ICHAT
(Internet Criminal History Access Tool)

Reason for ICHAT (please circle one): Employment Volunteer
Other:_____

First Name: _____ **Middle Name:** _____ **Last Name:** _____

Date of Birth: _____ **Race:** _____ **Gender:** _____

Other Last Name(s): _____
Other First Name(s): _____
Other Middle Initial: _____

Senior Center _____

I authorize the Genesee County Department of Senior Services and/or its agents to conduct a background check, including, but not limited to, the information I have indicated above. I understand that the information obtained will be used for lawful purposes only.

□ By checking this box, I authorize the Genesee County Department of Senior Services to perform annual background checks while volunteering or employed at the senior center, and I release all persons, companies, or agencies from any liability that may result from furnishing such information.

_____ _____
Signature of Applicant **Date**

_____ _____
Witness **Date**

Please return original to:

Department of Senior Services
324 S. Saginaw St.
7th Floor – Suite 7A
Flint, MI 48502

Genesee County Purchasing Regulations:

https://cms3.revize.com/revize/geneseenew/PURCHASING%20REGULATIONS%208222016.pdf

Genesee County Travel Regulations:

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

2025-2026 Levels of Service - Senior Citizen Centers

	Minimum Average Number of Activity / Service Type Provided Each Month		
Activity / Service Type	**Level 3**	**Level 2**	**Level 1**
Education	10	6	4
Health	14	10	8
Nutrition	Available	Available	Available
Transportation	Available	Available	Available
Social Services	10	6	Available
Outreach	Distribute Newsletter	Distribute Newsletter	Distribute Newsletter
Reports of Participation	MySeniorCenter	MySeniorCenter	Sign-in sheets
Volunteerism / Planning	Available	Available	Available
Support Groups	Available	Available	Not Required
Legal Services	Available	Available	Not Required
Health Screenings	Available	Available	Not Required
Unduplicated Seniors	1,000+	250+	100+

Programming Definitions

Education – A class or seminar **lead by an instructor** to show "how to do" or give information on a specific topic. Education examples but are not limited to:

Computer Classes, Craft Classes, Driver Safety Classes, Quilting or Sewing Classes, Gardening, Investments, Tech Class, Painting Classes, Music Lessons, Woodshop, Woodcarving, Diabetic Classes

Health – Services/Classes/Exercise – Programming which falls under medical services. Health examples but are not limited to:

Brain Games, Chess, Puzzles, Vaccinations, Exercise, Dance Classes, Tai Chi, Yoga, Wii Games, Podiatrist,

Chiropractor, Health Screenings (blood pressure, blood sugar, vision, hearing, etc.)

Nutrition Services – Provision for healthy meals and healthy eating, which includes but is not limited to:

Congregate Meals, Senior Center Meals, Cooking Classes, Food Pantry, Commodities, TEFAP, Senior Project Fresh, Nutrition education

Transportation – Transportation is limited to transporting older adults in Senior Center vehicles or MTA transportation set up through the senior center. A ride is considered as one way. *Example – You pick up Jan Doe at her home to the Senior Center. She has requested to go to the post office and then to her home. This would be logged as three rides*. Transportation does not include rented Motorcoach Transportation. Transportation includes but not limited to:

Grocery shopping, to/from the senior Center, Doctor/Medical appointments, Personal needs

Socialization – Programming to enhance the older adult's social experience. Socialization includes but is not limited to:

Bingo, Cards, Entertainment events, Coffee/socializing, social groups such as knitting/crocheting without

Instructor, travel programs

Social Services – Services performed (one to one) by volunteers or staff personnel. Social services include but are not limited to:

Housing information, Intake – Assessment and Referral*, Legal Services, My Bridges, Medicare Part D, MMAP, Tax Assistance, Medical Loan Closet, Support Groups*, CHAP/Social Workers, Medical Program

Registration (Genesee Health Plan Dental, Advanced Care Planning, etc.)

Outreach – Outreach includes but is not limited to:

Newsletters, Presentations/Speaking engagements regarding the Senior Center, Information and Assistance, Marketing efforts, Senior Center Website visits

Volunteerism – Unpaid service to the Senior Center, includes but are not limited to:

Center maintenance, AARP tax volunteers, Committee/Board members, Reception Desk/Greeters, Instructors, Kitchen help

** - It is understood a program may fall withing the definition of more than one area. It should be used in only one category per month.* ***Example****: you normally put line dancing in Health however, during the month of February you had plenty of events in health but needed extra in education. For the month of February, you could move line Dancing from Health and put it under Education. For unduplicated yearly statistics the event would only be used in one category.*

** - Not to be confused with Information and Assistance.*

2025-2026 Senior Millage Monthly Activity Log

Number of New Senior Participants During This Activity Period:	
Number of Duplicated Senior Participants During This Activity Period:	
Cumulative Number of Unduplicated Senior Participants Year to Date:	

Senior Center Name:	**Month:**

Education Activities			Health Activities			Nutrition Activities			Transportation Activities			Social Services			Outreach			Volunteerism/Planning		
Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Units	Activity Title	Activity Frequency	# of Hours of Service
Total Education	**0**	**0**	**Total Health**	**0**	**0**	**Total Nutrition**	**0**	**0**	**Total Transportation**	**0**	**0**	**Total Social Services**	**0**	**0**	**Total Outreach**	**0**	**0**	**Total Volunteer/ Planning**	**0**	**0**

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? New for FY 2025-2026

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.

WEST BEND®
West Bend Insurance Company
1900 S. 18th Ave. | West Bend, WI 53095

Renewal

Commercial Property Coverage Declarations

Customer Number: 0110566006
Policy Number: 1810435 12

Policy Period: 11/08/2024 to 11/08/2025
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
Forest Township Area Senior Center, Inc
130 E Main St
Otisville, MI 48463

Agency Name and Address: 21765
MCCREDIE INSURANCE AGENCY INC
5454 GATEWAY CENTRE STE A
FLINT, MI 48507
810-767-6050

Description of Location or Premises

Loc	Bldg	Building and Occupancy Description	Construction	Protection Class
1	1	Building #1 - Senior Center [0844] Recreational Facilities - NOC	Frame	06

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MCCREDIE INSURANCE AGENCY INC
5454 GATEWAY CENTRE STE A
FLINT, MI 48507
810-767-6050

Commercial Property Coverage Schedule

Loc	Bldg	Type	Limit of Insurance	Coinsurance	Cause Of Loss	Premium
1	1	Business Personal Property	$50,000	80%	Special	$526
		Replacement Cost				
		Deductible - $1,000				

See attached Forms Schedule for forms and endorsements applicable to this coverage.

WEST BEND®
West Bend Insurance Company
1900 S. 18th Ave. | West Bend, WI 53095

Renewal

Commercial Property Endorsements and Miscellaneous Premiums

Customer Number: 0110566006
Policy Number: 1810435 12

Policy Period: 11/08/2024 to 11/08/2025
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
Forest Township Area Senior Center, Inc
130 E Main St
Otisville, MI 48463

Agency Name and Address: 21765
MCCREDIE INSURANCE AGENCY INC
5454 GATEWAY CENTRE STE A
FLINT, MI 48507
810-767-6050

Endorsements – Applicable to All Locations

Description	Form Number	Premium
Equipment Breakdown	WB34	$45
Property Additional Coverages and Coverage Extensions Endorsement – Essential	WB2906	$125

Miscellaneous Premiums

Description	Form Number	Premium
Terrorism Risk Insurance Act		$2
Terrorism Risk Insurance Act (Fire Only)		Included
	Total Commercial Property Premium:	$698

See attached Forms Schedule for forms and endorsements applicable to this coverage.

WEST BEND®
West Bend Insurance Company
1900 S. 18th Ave. | West Bend, WI 53095

Renewal

Commercial Property Forms Schedule

Customer Number: 0110566006
Policy Number: 1810435 12

Policy Period: 11/08/2024 to 11/08/2025
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
Forest Township Area Senior Center, Inc
130 E Main St
Otisville, MI 48463

Agency Name and Address: 21765
MCCREDIE INSURANCE AGENCY INC
5454 GATEWAY CENTRE STE A
FLINT, MI 48507
810-767-6050

Forms Schedule

Number	Edition	Description
CP0010	1012	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP0090	0788	COMMERCIAL PROPERTY CONDITIONS
CP0140	0706	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
CP0401	1000	BRANDS AND LABELS
CP1030	0917	CAUSES OF LOSS - SPECIAL FORM
CP1075	1220	CYBER INCIDENT EXCLUSION
WB2906	0524	PROPERTY ADDITIONAL COVERAGES AND COVERAGE EXTENSIONS ENDORSEMENT
WB34	0118	EQUIPMENT BREAKDOWN COVERAGE ENDORSEMENT
WB898	0118	YOUR BUSINESS PERSONAL PROPERTY AMENDMENT TENANT GLASS
CP0120	0523	MICHIGAN CHANGES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY ADDITIONAL COVERAGES AND COVERAGE EXTENSIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT OWNERS COVERAGE FORM

SCHEDULE

☒ **ESSENTIAL** ☐ **ELITE**

COVERAGE EXTENSIONS		
COVERAGE	**LIMITS OF INSURANCE OR TERMS AND CONDITIONS CHANGE**	
Accounts Receivable	$250,000	**At Each Premises**
	$5,000	**At Premises Not Described**
Appurtenant Structures	$5,000	**Policy Limit**
Building Material Theft – Non-owned Premises	$5,000	**Policy Limit**
Ordinance Or Law – Building Or Tenant's Improvements And Betterments	Replacement Cost Valuation Required	
	The Lesser of $100,000 or 20% of the Limit of Insurance	**Combined Demolition Cost & Increased Cost Of Construction**
Electronic Data Processing Equipment and Software	$25,000	**At Each Premises**
Fine Arts	$25,000	**At Each Premises**
Increase In Rebuilding Expenses Following Disaster	15%	**Additional Expense Coverage/At Each Premises**
Lock And Key Replacement	$2,500	**Any One Occurrence**
Newly Acquired Or Constructed Property		
Building	$1,000,000	**At Each Building**
Business Personal Property	$500,000	**At Each Building**
Period Of Coverage	30	**Days**
Outdoor Fences	Included	
Outdoor Property		
Maximum In Any One Occurrence	$10,000	**Any One Occurrence**
Maximum Per Tree, Shrub Or Plant	$1,000	**Any One Occurrence**
Outdoor Signs		
Attached	Included	
Detached	$20,000	**At Each Premises**

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Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Personal Property		
Off-premises	$100,000	**Up To 90 Days**
In Transit	Refer to this Endorsement	**Policy Occurrence**
Personal Effects	$50,000	**At Each Premises**
	$2,500	**Employee Tools Maximum / At Each Premises**
Personal Property Of Others	$25,000	**At Each Premises**
	$2,500	**Employee Tools Maximum / At Each Premises**
Portable Tools	Actual Cash Value Coverage	
Maximum In Any One Occurrence	$25,000	**Any One Occurrence**
Maximum To You Or Any Employee	$5,000	**Any One Occurrence**
Premises Boundary		**Distance Limitation Increased To 1,000 Feet**
Property At Fairs Or On Exhibition	$50,000	**Any One Occurrence**
Property In Custody Of Sales Representatives	$25,000	**Any One Occurrence**
Rewards	$50,000	**Any One Occurrence**
Spoilage	$10,000	**At Each Premises**
Valuable Papers And Records	$250,000	**At Each Premises**
(Other Than Electronic Data)	$5,000	**At Premises Not Described**
Water Back Up; Sump Pump Overflow	$5,000	**Per Policy / Annual Aggregate**
ADDITIONAL COVERAGES		
Business Crime		
Computer And Funds Transfer Fraud	$5,000	**Any One Occurrence**
Employee Theft	$10,000	**Any One Occurrence**
Forgery Or Alteration Of Negotiable Instruments	$10,000	**Any One Occurrence**
Identity Theft Expense	$50,000	**Policy Period**
Kidnap Expense	$50,000	**Policy Period**
Money And Securities	$5,000	**Inside The Premises – Any One Occurrence**
	$5,000	**Outside The Premises – Any One Occurrence**
Money Orders And Counterfeit Money	$5,000	**Any One Occurrence**
Business Income & Extra Expense	$25,000	**At Each Premises**
Business Income & Extra Expense		
Civil Authority	None	**Waiting Period**
Lost Lease Protection	$5,000	**Policy Period**
Business Income From Dependent Properties	$25,000	**Any One Occurrence**
Business Travel Accidental Death Benefit	$50,000	**Policy Period**
Conference Cancellation	$25,000	**Policy Period**
Debris Removal Additional Limit	$50,000	**At Each Location**
Donation Assurance	$50,000	**Policy Period**
Emergency Real Estate Consulting Fee	$50,000	**Policy Period**
Fire Department Service Charge	$250,000	**At Each Premises**

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Fire Extinguisher System Recharge Expense	Included	
Fundraising Event Blackout	$25,000	**Policy Period**
Image Restoration Counseling	$50,000	**Policy Period**
Officers Or Directors Replacement Expenses	$50,000	**Policy Period**
Peak Season	100%	**Not Applicable To Value Reporting or Blanket**
Political Unrest Coverage	$50,000	**Policy Period**
Pollutant Cleanup And Removal	$25,000	**At Each Premises / Annual Aggregate**
Temporary Meeting Space Rental	$25,000	**Policy Period**
Terrorism Travel Reimbursement	$50,000	**Policy Period**
Travel Delay Reimbursement	$1,500	**Per Policy Period / 72 Hour Waiting Period**
Underground Pipes, Flues And Drains	Covered Property	
Utility Services Failure – Off Premises	Excluding Overhead Lines	
Workplace Violence Counseling	$50,000	**Policy Period**

This Limit Of Insurance or Term And Condition is in addition to any other insurance provided by this endorsement and is the most we will apply for loss or damage for the indicated Coverage.

Coverage provided by this endorsement is subject to the Cause of Loss Form attached to this policy and the policy's Deductible provision unless otherwise noted.

Coverages provided by this endorsement are in excess of any other specific coverages that are provided in other Coverage Parts or other Policies, provided by West Bend Mutual Insurance Company.

A. Premises Boundary

1. When this endorsement is attached to Building and Personal Property Coverage Form or Condominium Association Coverage Form, under **Section A.1. Covered Property**:

   Item **a.** Building, Paragraph **(5)(b)**; item **b.** Your Business Personal Property; item **c.** Personal Property Of Others, Paragraph **(2)**, the distance limitation is amended to read within 1,000 feet of the described premises.

   Under **Section A.5. Coverage Extensions** the distance limitation in the first Paragraph is amended to read within 1,000 feet of the described premises.

2. When this endorsement is attached to Condominium Commercial Unit-Owners Coverage Form under **Section A.1. Covered Property**:

   Item **a.** Your Business Personal Property; Item **b.(2)** Personal Property Of Others, the distance limitation is amended to read within 1,000 feet of the described premises.

   Under **Section A.5. Coverage Extensions** the distance limitation in the first Paragraph is amended to read within 1,000 feet of the described premises.

3. When this endorsement is attached to Building and Personal Property Coverage Form or Condominium Association Coverage Form, under **Section A.1. Covered Property** Item **a.** Building, the following is added:

   (6) Appurtenant structures

   The most we will pay under this Additional Coverage is the Limit of Insurance shown in the Schedule.

B. Under **Section A.2. Property Not Covered**:

1. Paragraph **a.** is deleted and replaced by:

   a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities except as provided in the Coverage Extensions. Lottery tickets held for sale are not securities.

2. When this endorsement is attached to Building and Personal Property Coverage Form or Condominium Association Coverage Form, and Building coverage applies, Paragraph **m.** is deleted.

3. When this endorsement is attached to Building and Personal Property Coverage Form or Condominium Association Coverage Form, Paragraph **q.(2)** is deleted and replaced by:

Includes copyrighted material with permission of American Association of Insurance Services.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

WEST BEND®
West Bend Insurance Company
1900 S. 18th Ave. | West Bend, WI 53095

Renewal

Commercial Lines Policy Declaration

Customer Number: 0110566006
Policy Number: 1810435 12

Policy Period: 11/08/2024 to 11/08/2025
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
Forest Township Area Senior Center, Inc
130 E Main St
Otisville, MI 48463

Agency Name and Address: 21765
MCCREDIE INSURANCE AGENCY INC
5454 GATEWAY CENTRE STE A
FLINT, MI 48507
810-767-6050

Named Insured Schedule

Forest Township Area Senior Center, Inc

Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2040 **Agenda Date:** 8/13/2025 **Agenda #:** 10.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of an agreement between Genesee County and Grand Blanc Township, in an amount not to exceed $206,330.00, to provide for the operations of the Grand Blanc Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

BOARD ACTION REQUESTED:

Approval of the contract between Genesee County and the Grand Blanc Township (Grand Blanc Senior Center) for the fiscal year 2025-2026 in the amount not to exceed $206,330.00.

BACKGROUND:

This annual contract allows the senior centers to receive reimbursement for approved budgeted monthly expenses from the Genesee County Senior Millage.

DISCUSSION:

The Grand Blanc Township is a local unit of government that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community at the Grand Blanc Senior Center.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. #2231-691.00-867.008

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of

seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 contract between Genesee County and Grand Blanc Township to fund the Grand Blanc Senior Center for the term commencing October 1, 2025, through September 30, 2026, in an amount not to exceed $206,330.00 to be paid from account #2231-691.00-867.008, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

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? New for FY 2025-2026

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.

CONTRACT BETWEEN

The County of Genesee,
a Municipal Corporation,
Acting By and Through
Genesee County Department of Senior Services
324 South Saginaw Street, Suite 7A
Flint, Michigan 48502

And

Grand Blanc Township
5371 South Saginaw Street
Grand Blanc, Michigan 48439
A Local Unit of Government
hereinafter referred to as the "OPERATING ENTITY,"
the entity operating the **Grand Blanc Senior Center,**
hereinafter referred to as the "Senior Center" or "**CENTER."**
The COUNTY and OPERATING ENTITY together hereinafter referred to as the
"PARTIES."

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

WHEREAS, the Genesee County Board of Commissioners adopted a 2025-2026 Senior Millage – Senior Center Program ("Program") budget with the objective of providing Senior Citizen Services Millage (the "Senior Millage") funds to county senior centers for the purpose of increasing and enhancing senior citizen services, beyond those offered by senior centers prior to the Senior Millage, with funding from the Senior Millage previously authorized by the electorate of Genesee County; and

WHEREAS the objective of the Senior Millage is to fund services that improve the health, safety, and quality of life for Genesee County residents aged 60 years or older; and

WHEREAS Genesee County hereinafter referred to as the "COUNTY" is responsible for administering and expending the Senior Millage as adopted and amended by the Genesee County Board of Commissioners, and for assuring compliance with Program requirements; and

WHEREAS the OPERATING ENTITY operates a CENTER that has been designated as a preferred focal point for comprehensive and coordinated service to seniors in Genesee County; and

WHEREAS the OPERATING ENTITY has adequately represented in its application to the COUNTY that it intends to undertake or continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, because the objectives of the Program coincide with the objectives of the OPERATING ENTITY, the two parties have, therefore, entered this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, the parties agree as follows:

1. The Contract term commences on October 1, 2025, and continues through September 30, 2026. The Contract is effective upon approval by the Genesee County Board of Commissioners.

   The County has the option to extend this Contract for one (1) additional one-year term (the "Extension Term"). The Senior Services Director is authorized to execute the Extension Term on behalf of Genesee County.

2. The OPERATING ENTITY agrees to accept the terms of this Contract and those stated in its submitted application for Senior Millage funding and further agrees to perform the services described in this Contract, the Center's application, and in the attachments listed below, all of which are incorporated by reference to this Contract:

Attachment A:	2025-2026 Senior Millage – Senior Center Program Budget & Revenue Sheet
Attachment B:	2025-2026 Senior Millage – Senior Center Program Monthly Reimbursement Request Form
Attachment C:	ICHAT Form
Attachment D:	Genesee County Senior Services Purchasing Regulations and Genesee County Travel Regulations
Attachment E:	Levels of Monthly Service and Programming Definitions
Attachment F:	Monthly MySeniorCenter Activity log report

   This document governs if a conflict exists between this document and those incorporated by reference or the application.

3. The OPERATING ENTITY agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure that the use of Senior Millage funds complies with all 2025-2026 Senior Millage – Senior Center Program requirements, and further agrees to perform within the policies applicable to program requirements stated:

   a. Senior Centers shall continue to provide the level of service to maintain the associated funding level. For centers failing to meet the benchmarks for two consecutive months following notification, the funding may be reduced to the dollar amount calculated for the level of service.

b. Senior Centers may solicit and accept funds such as donations from many sources including foundations, the public or private sector, individuals, fundraiser events, and other activities, to enhance center programming and operations. Membership fees may also be classified as donations if the service included as part of the fee is offered by the senior center to seniors who choose to not purchase a membership. A center's request for donations shall not be directly tied to the provision of a millage-supported service nor shall a donation result in undue influence over a center for the donating party's private or personal interests. The OPERATING ENTITY shall, within 30 days of receipt of funds, disclose to Genesee County all funds received as alternate sources of income, including donations, membership fees, and revenue.

4. The COUNTY agrees to award the OPERATING ENTITY a total amount not to exceed $206,330.00 for the full term of the Contract for support of services for seniors through the expenditures described in the approved budget submitted by the OPERATING ENTITY, Attachment A to this Contract, said amount to be disbursed and reimbursed as stated in paragraphs 5 of this Contract; subject, however, to limitations contained in this Contract as to the use of Senior Millage funds and possible termination of the Contract due to failure to comply with Program requirements. This Operating Entity is awarded $206,330.00 and is funded at Level 3.

5. The OPERATING ENTITY shall submit to the COUNTY monthly Reimbursement Request Reports, using the format provided in Attachment B of this Contract. All 2025-2026 Program funds will be reimbursed by the COUNTY to the OPERATING ENTITY based on approval of monthly reimbursement requests as documented by invoices and other supporting documentation. Monthly supporting documentation includes the following but is not intended to be all-inclusive: time sheets, copies of payroll/invoices, bank statements, canceled checks, credit card statements, and profit and loss statements. Monthly reimbursement payments will begin in November 2025 for October reimbursements, or as soon thereafter as requests are submitted and approved.

    a. The total amount of fees collected for any program, class, or event for which Senior Millage reimbursement is sought shall be noted on the reimbursement request and deducted from the submitted cost.

    b. All operating and equipment expenditure reimbursement requests for credit and/or debit card purchases must be made using a card issued in the name of the senior center or the municipality under the governing body. Each reimbursement request must include a copy of the full credit or debit card invoice and a copy of the issued check.

    c. OPERATING ENTITY shall not be reimbursed for any reimbursement request including a receipt or invoice in which a portion of the receipt or invoice has been redacted, obscured, or blacked out.

6. The OPERATING ENTITY agrees to purchase, maintain, and utilize MySeniorCenter software for intake, compiling, and reporting of attendance and programming statistics. All users will complete and sign the MySeniorCenter policy before access is given to the database. A monthly activity report provided in Attachment F must be submitted no later than the 5th of every month.

7. 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. The COUNTY may, at its discretion and upon reasonable notice, require the OPERATING ENTITY to complete reports additional to those attached to this Contract regarding the CENTER'S expenses and activities.

8. The following criteria apply for reimbursements:

    a. The monthly reimbursement will not exceed 1/12 of the total funding award unless the Operating Entity has obtained prior approval from the Department of Senior Services. If the Center or Operating Entity is found to be in noncompliance, reimbursement requests may not receive approval until the concern (s) of non-compliance are corrected to the satisfaction of the County.

    b. 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.

    c. Senior Millage funds may not be used to buy gifts or gift cards for employees, interns, senior citizen participants, or board members. Senior Millage funds cannot be used for volunteer or intern stipends, or housing.

    d. All requested reimbursement receipts for this Contract term must be received by the Department of Senior Services by October 31, 2026, including utility payments. Receipts received after this date will not be reimbursed. Submitted items must be invoices or receipts; purchase orders are not reimbursable.

    e. Subject to subparagraph 8d above, reimbursement requests must be submitted within 90 days of the date of service of the activity for which reimbursement is sought, or within 45 days of the date of invoice or receipt, whichever occurs later. Exceptions apply to requests related to annual bills, memberships, or services extending beyond the current fiscal year. This includes but is not limited to payroll, utility bills, phone bills, software subscriptions, memberships, service contracts, trainings

or conferences, and credit card purchases. The remaining portions of the reimbursement requests may be submitted at the start of the following fiscal year.

f. Monthly reimbursement requests can include no more than two months of supplies for the center, including office, operating, or food supplies.

g. All equipment purchases and any facility improvements must be purchased and/or completed by August 2026, to allow Department of Senior Service staff to confirm purchases and improvements before the end of the fiscal year.

h. Senior Millage funds may not be used to purchase daily meals for the senior center without prior approval from the Department of Senior Services.

9. The OPERATING ENTITY agrees to document all revenue. Monetary transactions (cash or check) must be documented, and a receipt issued. Keep documentation related to revenue such as receipts on-site at the CENTER for review by the Department of Senior Services.

10. The OPERATING ENTITY 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. All budget adjustments must be approved by the Department of Senior Services, not to exceed $29,999,99. The Board of Commissioners' approval is required for budget amendments over the amount of $30,000.

11. The OPERATING ENTITY agrees to provide to all Genesee County senior residents aged 60 and over wishing to use services at the CENTER, without any fee differential based on where within the County the senior citizen resides, and a minimum of activities per month for Level 3 and Level 2, respectively for the following services: educational programs (10, 6); health programs (14, 10); and social services (10, 6). Each center will continue support groups, legal services, and health screenings. By March 31, 2025, each center must reach 90% of its required yearly unduplicated count. Level 3 – 1,000: 900; Level 2 – 250: 225.

12. The OPERATING ENTITY agrees to offer and have available daily, congregate meals and/or nutritional programs; transportation services which may be provided by the CENTER or through the Mass Transportation Authority.

13. The OPERATING ENTITY agrees to adhere to senior programming, state, and federal guidelines, and regulations, including but not limited to meal regulations.

14. The OPERATING ENTITY agrees to employ a full-time, on-site Director of the CENTER.

15. The OPERATING ENTITY agrees to keep the CENTER open and accessible to seniors a minimum of forty (40) hours; 5 days per week, except for County or State recognized holidays or other local units of government-approved building closures. Programming must be scheduled for a minimum of forty (40) hours per week.

16. The OPERATING ENTITY agrees to implement the 2025-2026 Program in accordance with the projected budget contained in its application and included as Attachment A to this Contract, subject to any prior approval limitations set forth therein.

17. The OPERATING ENTITY agrees to implement appropriate and adequate methods to evaluate and report on its operational and programmatic performance, including, but not limited to, individual activity participation numbers of seniors, financial record keeping, revenue and expenditures incurred, local maintenance of effort commitments and other applicable supportive documentation of expenditures supported by 2025-2026 Program funds.

18. The OPERATING ENTITY agrees to perform criminal background checks annually 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. See Attachment C. 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 Operating Entity agrees to perform yearly criminal background checks on all board members. See Attachment C. The OPERATING ENTITY 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.

19. The OPERATING ENTITY agrees to perform tests for tuberculosis for all paid staff and volunteer workers who will have direct contact with food preparation and/or distribution tasks and shall submit to the COUNTY proof of said tests within 15 days of their commencement. All other paid staff and volunteers are only required to have a tuberculosis test at the time of hire. It is recommended that all paid staff and volunteers are tested for tuberculosis on an annual basis. The OPERATING ENTITY further agrees that individuals having positive test results will not be permitted to continue in such functions.

20. The OPERATING ENTITY agrees to perform face-to-face CPR/FIRST AID and AED training for all paid staff and contracted employees (excluding instructors and seasonal workers) and shall submit to the COUNTY proof of training within 30 days of their commencement. The OPERATING ENTITY agrees to have on-site an AED machine.

21. The OPERATING ENTITY agrees to comply with mandatory fire, safety, public health codes and standards and local building codes, and to provide annually evidence of continued compliance with current documentation, certifications and/or licenses, as applicable.

22. The OPERATING ENTITY agrees to include the **exact** statement and the Genesee County logo in all printed materials, newsletter, program and registration materials, special events, center's website, advertisements, program presentations, 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.***"

23. The OPERATING ENTITY agrees to email the monthly newsletter by the 5th of each month to the Department of Senior Services. The OPERATING ENTITY also agrees to allow the Department of Senior Services or their Commissioner to place an ad in the newsletter six times per year with statistics or correspondence concerning programs funded by the Senior Millage.

24. The OPERATING ENTITY shall complete the expenditures described in its approved budget (Attachment A of this Contract) no later than the end of the Program Year, September 30, 2026.

25. The OPERATING ENTITY acknowledges that, at any time, the COUNTY may withhold payment of reimbursements if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with any Program requirements. In addition, any funds provided pursuant to the 2025-2026 Program are subject to repayment to the COUNTY if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with Program requirements at any time during the 2025-2026 Program period or a prior period.

26. The COUNTY may terminate this Contract without notice at any time during the Contract term if it determines that the OPERATING ENTITY has failed to

substantially comply with Contract requirements. At the COUNTY'S option, the OPERATING ENTITY may be given fourteen (14) days' notice and the opportunity to cure the deficiencies in its Program. Furthermore, this Contract may be terminated by the County for any reason related to changing objectives of the Senior Services Program or due to diminution of funds by giving the OPERATING ENTITY written notice of the effective date of termination. All costs and liabilities associated with this Contract will cease as of the effective date of termination. Requests for funding for costs up to that date will be subject to the COUNTY assessment of acceptability.

27. This Contract may be modified by the parties only by a written document signed by authorized representatives.

28. The OPERATING ENTITY agrees that, during its tenure and for one year thereafter, none of its members, officers, or employees who exercise any functions or responsibilities with respect to the performance of the activities which are subject to this Contract shall have any interest, direct or indirect, in any subcontract or the proceeds thereof for work to be performed in connection with this Contract. The OPERATING ENTITY further agrees to incorporate a provision prohibiting such interest in all subcontracts regarding the performance of such activities.

29. The OPERATING ENTITY agrees that no individual who serves as a member of the governing board or is a member of a Board Committee or advisory committee may be employed as a staff member during his/her term of office. The OPERATING ENTITY further agrees that no Senior Millage funds shall be used to pay for the services of any employee or contractor who is a member of the immediate family of a member of the OPERATING ENTITY's governing board or of the director of the CENTER unless the individual was hired before the year 2006 and has been in continuous employment with the CENTER since being hired. A member of an immediate family shall include any of the following persons: Husband, Wife, Father Father-in-law, Mother, Mother-in-law, Sister, Sister-in-law, Brother, Brother-in-law, Son, Son-in-law, Daughter, Daughter-in-law, niece, nephew, grandchildren, aunt, uncle, cousin, stepparent, step-sibling, or domestic partner.

30. The OPERATING ENTITY agrees that no individual who serves as a member of the OPERATING ENTITY's governing board or is a member of a board committee or advisory committee will receive any payment for services from the OPERATING ENTITY.

31. The OPERATING ENTITY agrees that the Director of the CENTER will be an employee of the OPERATING ENTITY and will not hold a voting position on the governing board of the OPERATING ENTITY. The OPERATING ENTITY further agrees that the Director shall have no authority regarding the selection, evaluation, nomination, appointment, or election of any member of the governing board. It shall be the responsibility of the governing board to review and approve decisions by the Director.

32. The OPERATING ENTITY and its employees are not Genesee County employees.

33. The OPERATING ENTITY shall comply with all federal, state, or local laws, regulations and standards, processes, and any amendments thereto, as they may apply to the performance of this Contract.

34. The OPERATING ENTITY agrees to adhere to its own procurement standards or, in the absence of such acceptable standards, to the Genesee County Senior Services Purchasing Regulations as set forth in Attachment D to this Contract. The OPERATING ENTITY 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 D to this Contract. Notwithstanding the preceding, no reimbursements for overnight travel or travel outside of Genesee County shall be made from Senior Millage funds without prior approval of the Genesee County Board of Commissioners. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.

35. The OPERATING ENTITY agrees to allow the COUNTY to enter a contract with a firm to administer an annual Audited Financial Report of the CENTER operations. It is understood that a copy of the audit is required as part of the application for funding. No reimbursements for the performance period of this Contract will be made prior to a copy of the audit being provided. The OPERATING ENTITY shall submit a copy of the filed 990, 1099, and W-2 forms for the current year.

36. The OPERATING ENTITY 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 events of the senior center in a non-candidate capacity.

vii. Supporting the Senior Millage

37. The OPERATING ENTITY 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 in one instance, shall not constitute automatic future waiver regarding the requirements of this paragraph. 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 $250.00 or more per unit. Equipment purchases not included in the submitted budget are automatically unapproved unless a formal budget amendment is submitted to the Senior Services Director.

38. The OPERATING ENTITY 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 OPERATING ENTITY 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 OPERATING ENTITY of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.

39. The OPERATING ENTITY shall indemnify, defend, and hold harmless the COUNTY against any and all expenses and liability of any kind which the

COUNTY may sustain, incur, or be required to pay to arise out of this Contract; provided, however, that the provision of this paragraph shall not apply to liabilities or expenses caused by, or resulting from, the willful or negligent acts or omissions of the COUNTY or any of its officers or employees. Further, in the event the OPERATING ENTITY becomes involved in, or is threatened with, litigation related to this Contract, or the activities supported by the 2025-2026 Senior Millage – Senior Center Program, the OPERATING ENTITY shall immediately notify the COUNTY, wherein the COUNTY may enter into such litigation to protect the interests of the COUNTY as they may appear.

40. The OPERATING ENTITY shall not discriminate against any employee or applicant for employment with respect to hiring, 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 (including, but not limited to, pregnancy, sexual orientation, or gender identity), disability, marital status, height, weight, or genetic information.

41. The OPERATING ENTITY agrees that the COUNTY may, at reasonable times and without notice, visit and inspect the CENTER and discuss or survey the CENTER'S activities with seniors who agree to participate.

42. The OPERATING ENTITY gives the COUNTY, or any other representatives designated by the COUNTY, the right to visit the CENTER at reasonable times and without notice, to examine all records, books, and papers related to the performance of activities which are the subject of this Contract.

43. The OPERATING ENTITY acknowledges that the COUNTY as a public body is 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 OPERATING ENTITY 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.

44. 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.

45. The Contract Administrator of this Contract is the Senior Services Director, Lynn M. Radzilowski. Obligations of or to the COUNTY in this Contract will be performed by or provided to, the Contract Administrator, or her designee.

The individual or officer signing this Contract certifies by their name that they are authorized to sign this Contract on behalf of the responsible governing board, official, entity, or contractor.

COUNTY OF GENESEE

By:_____
Delrico Loyd, Chairperson
Genesee County Board of Commissioners

_____
Date

GRAND BLANC TOWNSHIP

By:_____
Dennis Liimatta, Superintendent
Grand Blanc Township

_____
Date

Attachment A for Contract: 2025 - 2026 Budget and Administration

	2024-2025 Budget Revenue	2025-2026 Proposed Revenue
Name of Senior Center:		
Grand Blanc Senior center		
	$ 206,330.00	$206,330
SUBTOTAL	**$ 206,330.00**	**$ 206,330.00**
General Fund	$ 3,615.00	
Local School District	$ -	$ -
Local Special Millage	$ -	$ -
In-Kind Value		
LEASE/		
VAN GAS		
		$ -
Federal CDBG	$ 22,366.00	$ 22,366.00
State of Mich. Office of Services to the Aging	$ -	$ -
Michigan Department of Transportation	$ -	$ -
Valley Area Agency on Aging	$ -	$ -
Private Contributions/Donations	$ 2,000.00	$ 2,000.00
Special Projects Grants (CFGF-Produce Pantry)	$ 5,500.00	$ 10,000.00
MTA	$ 20,549.00	$ 20,549.00
		$ -
Program Service Fees / TRAVEL		$ -
Health and Fitness	$ 2,500.00	$ 2,000.00
Education	$ 1,000.00	$ 1,000.00
Transportation	$ 1,600.00	$ 1,600.00
Trip Commission	$ 1,000.00	$ 1,500.00
Rental Income	$ 20,000.00	$ 20,000.00
Interest Income		
Membership	$ 3,600.00	$ 3,600.00
Newsletter Fees	$ -	$ -
Fundraising Events		$ -
Other Revenue Sources		
MEMORIALS/COMMISSIONS		
SUBTOTAL	**$ 83,730.00**	**$ 84,615.00**
		$ -
Total Revenue	**$ 290,060.00**	**$ 290,945.00**
Identify the supporting Local Unit of Government(s):		
Grand Blanc Township		
City of Grand Blanc		

Name of Center: Grand Blanc Senior Center	FY 2024-2025 Senior Millage Budget	Proposed FY 2025-2026 Senior Center Budget Expenditures - Senior Millage
ADMINISTRATION		
Salaries – Administrative	$ -	$ -
Director (15%)	$ 19,309.47	$ 15,000.00
Senior Coordinator (59%)	$ 32,998.40	$ 33,000.00
Crew Leader (7.5%)	$ 3,974.88	$ 3,541.00
Salaries – Support Staff	$ -	$ -
Program Assistant (100%)	$ 23,072.40	$ 28,018.64
Maintenance (100%)	$ 16,224.00	$ 19,500.00
Transportation (100%)	$ 15,912.00	$ 20,800.00
Fringes-Employer FICA	$ 8,019.08	$ 9,590.24
Fringes -- Retirement	$ 7,850.00	$ 7,000.00
Fringes – Medical	$ 21,978.89	$ 18,955.12
Fringes – HCSP	$ 3,250.00	$ 4,500.00
SUBTOTAL	$ 152,589.12	$ 159,905.00
PROGRAMMING		
Special Projects / Events	$ -	$ 2,000.00
	$ -	$ -
SUBTOTAL	$ -	$ 2,000.00
OPERATIONS		
Facility Maintenance	$ 1,000.00	$ 1,000.00
Grounds Maintenance	$ 1,000.00	$ 1,000.00
Insurance	$ 3,000.00	$ -
Operating Supplies	$ 1,500.00	$ 1,000.00
Memberships	$ 150.00	$ -
Postage	$ 3,400.00	$ 3,400.00
Health Department	$ 360.00	$ -
Service Contracts/Licenses	$ -	$ -
Cintas	$ 6,000.00	$ 6,000.00
Great Lakes	$ 15,205.88	$ 15,000.00
Ricoh	$ 700.00	$ 700.00
Utilities	$ -	$ -
Consumers Energy	$ 13,000.00	$ 10,000.00
Phone/Internet	$ 3,025.00	$ 3,025.00
Water/Sewer	$ 500.00	$ 800.00
Travel/Mileage	$ 500.00	$ 500.00
Vehicle Maintenance	$ 1,000.00	$ 500.00
Vehicle Fuel	$ 500.00	$ 1,000.00
SUBTOTAL	**$ 50,840.88**	**$ 43,925.00**
COMPUTERS SOFTWARE		
XAVUS SOLUTIONS	$ 500.00	$ 500.00
Equipment Purchases	$ 2,400.00	$ -
SUBTOTAL	$ 2,900.00	$ 500.00
TOTAL AWARD EXPENDITURES	**$ 206,330.00**	**$ 206,330.00**

2025-2026 SENIOR MILLAGE MONTHLY REIMBURSEMENT REQUEST

Senior Center: Grand Blanc Senior Center

Pay to (Operating Entity): Grand Blanc Township

Mail Address: 5371 South Saginaw Street PO Box 1833

Grand Blanc, MI 48439

2025-2026 SENIOR MILLAGE FUND BALANCE

2025-2026 Millage Allocation: $ 206,330.00

Funds Previously Requested $ -

Balance Remaining Prior to this Request: $ -

Time Period of Expenditures for this Request: October 1 - October 31, 2025

Total Claimed in this Request: $ -

Balance Remaining After this Request: $ - $ -

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

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number / Confirmation of Payment
ADMINISTRATION EXPENDITURES			
SUBTOTAL - ADMINISTRATION	$ -		
PROGRAMMING EXPENDITURES			
SUBTOTAL - PROGRAMMING	$ -		

ATTACHMENT B 2025-2026 SENIOR MILLAGE SENIOR CENTER MONTHLY REIMBURSEMENT REQUEST FORM

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number -- Confirmation of Payment
OPERATIONS EXPENDITURES			
SUBTOTAL - OPERATIONS	$ -		
EQUIPMENT PURCHASES EXPENDITURES			
SUBTOTAL - EQUIPMENT	$ -		
TOTAL MONTHLY EXPENDITURES	$ -		
TOTAL MONTHLY REIMBURSEMENT REQUEST	$ -		

GENESEE COUNTY
SENIOR SERVICES

County Administration Building
324 S. Saginaw St.
7th Floor - Suite 7A
Flint, Michigan 48502
(810) 424-4478

Lynn M. Radzilowski
Director

Authorization for Michigan ICHAT
(Internet Criminal History Access Tool)

Reason for ICHAT (please circle one): Employment Volunteer
Other:_____

First Name: _____ **Middle Name:** _____ **Last Name:** _____

Date of Birth: _____ **Race:** _____ **Gender:** _____

Other Last Name(s): _____
Other First Name(s): _____
Other Middle Initial: _____

Senior Center _____

I authorize the Genesee County Department of Senior Services and/or its agents to conduct a background check, including, but not limited to, the information I have indicated above. I understand that the information obtained will be used for lawful purposes only.

□ By checking this box, I authorize the Genesee County Department of Senior Services to perform annual background checks while volunteering or employed at the senior center, and I release all persons, companies, or agencies from any liability that may result from furnishing such information.

_____ _____
Signature of Applicant **Date**

_____ _____
Witness **Date**

Please return original to:

Department of Senior Services
324 S. Saginaw St.
7th Floor – Suite 7A
Flint, MI 48502

Genesee County Purchasing Regulations:

https://cms3.revize.com/revize/geneseenew/PURCHASING%20REGULATIONS%208222016.pdf

Genesee County Travel Regulations:

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

2025-2026 Levels of Service - Senior Citizen Centers

	Minimum Average Number of Activity / Service Type Provided Each Month		
Activity / Service Type	**Level 3**	**Level 2**	**Level 1**
Education	10	6	4
Health	14	10	8
Nutrition	Available	Available	Available
Transportation	Available	Available	Available
Social Services	10	6	Available
Outreach	Distribute Newsletter	Distribute Newsletter	Distribute Newsletter
Reports of Participation	MySeniorCenter	MySeniorCenter	Sign-in sheets
Volunteerism / Planning	Available	Available	Available
Support Groups	Available	Available	Not Required
Legal Services	Available	Available	Not Required
Health Screenings	Available	Available	Not Required
Unduplicated Seniors	1,000+	250+	100+

Programming Definitions

Education – A class or seminar **lead by an instructor** to show "how to do" or give information on a specific topic. Education examples but are not limited to:

Computer Classes, Craft Classes, Driver Safety Classes, Quilting or Sewing Classes, Gardening, Investments, Tech Class, Painting Classes, Music Lessons, Woodshop, Woodcarving, Diabetic Classes

Health – Services/Classes/Exercise – Programming which falls under medical services. Health examples but are not limited to:

Brain Games, Chess, Puzzles, Vaccinations, Exercise, Dance Classes, Tai Chi, Yoga, Wii Games, Podiatrist,

Chiropractor, Health Screenings (blood pressure, blood sugar, vision, hearing, etc.)

Nutrition Services – Provision for healthy meals and healthy eating, which includes but is not limited to:

Congregate Meals, Senior Center Meals, Cooking Classes, Food Pantry, Commodities, TEFAP, Senior Project Fresh, Nutrition education

Transportation – Transportation is limited to transporting older adults in Senior Center vehicles or MTA transportation set up through the senior center. A ride is considered as one way. *Example – You pick up Jan Doe at her home to the Senior Center. She has requested to go to the post office and then to her home. This would be logged as three rides*. Transportation does not include rented Motorcoach Transportation. Transportation includes but not limited to:

Grocery shopping, to/from the senior Center, Doctor/Medical appointments, Personal needs

Socialization – Programming to enhance the older adult's social experience. Socialization includes but is not limited to:

Bingo, Cards, Entertainment events, Coffee/socializing, social groups such as knitting/crocheting without

Instructor, travel programs

Social Services – Services performed (one to one) by volunteers or staff personnel. Social services include but are not limited to:

Housing information, Intake – Assessment and Referral*, Legal Services, My Bridges, Medicare Part D, MMAP, Tax Assistance, Medical Loan Closet, Support Groups*, CHAP/Social Workers, Medical Program

Registration (Genesee Health Plan Dental, Advanced Care Planning, etc.)

Outreach – Outreach includes but is not limited to:

Newsletters, Presentations/Speaking engagements regarding the Senior Center, Information and Assistance, Marketing efforts, Senior Center Website visits

Volunteerism – Unpaid service to the Senior Center, includes but are not limited to:

Center maintenance, AARP tax volunteers, Committee/Board members, Reception Desk/Greeters, Instructors, Kitchen help

** - It is understood a program may fall withing the definition of more than one area. It should be used in only one category per month.* ***Example****: you normally put line dancing in Health however, during the month of February you had plenty of events in health but needed extra in education. For the month of February, you could move line Dancing from Health and put it under Education. For unduplicated yearly statistics the event would only be used in one category.*

** - Not to be confused with Information and Assistance.*

2025-2026 Senior Millage Monthly Activity Log

Number of New Senior Participants During This Activity Period:	
Number of Duplicated Senior Participants During This Activity Period:	
Cumulative Number of Unduplicated Senior Participants Year to Date:	

Senior Center Name:	**Month:**

Education Activities			Health Activities			Nutrition Activities			Transportation Activities			Social Services			Outreach			Volunteerism/Planning		
Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Units	Activity Title	Activity Frequency	# of Hours of Service
Total Education	**0**	**0**	**Total Health**	**0**	**0**	**Total Nutrition**	**0**	**0**	**Total Transportation**	**0**	**0**	**Total Social Services**	**0**	**0**	**Total Outreach**	**0**	**0**	**Total Volunteer/ Planning**	**0**	**0**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Diebold Insurance Agency 817 W Houghton Ave PO Box 188 West Branch MI 48661	CONTACT NAME: Jackie Rachow PHONE (A/C, No, Ext): (989) 345-0200 FAX (A/C, No): (989) 345-0232 E-MAIL ADDRESS: jackie@dieboldinsurance.com
INSURED Grand Blanc Charter Township 5371 S. Saginaw St Grand Blanc MI 48480-0057	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Property Casualty of America — 25674 INSURER B : Travelers INSURER C : Accident Fund National — 12305 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 25-26 Updated **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			630-9X619476	01/01/2025	01/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Privacy and Security	$ $ $ $ $ 1,000,000 $ $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			810-9X61949A	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			ZUP-71N88316	01/01/2025	01/01/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		100120614	01/01/2025	01/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

Insured's Copy - Reference Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark E. Dantzer

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Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2041 **Agenda Date:** 8/13/2025 **Agenda #:** 11.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of an agreement between Genesee County and the Hasselbring Senior Center, in an amount not to exceed $137,923.00, to provide for the operations of the Hasselbring Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

BOARD ACTION REQUESTED:

Approval of the contract between Genesee County and the Hasselbring Senior Center for the fiscal year 2025-2026 in the amount not to exceed $137,923.00.

BACKGROUND:

This annual contract allows the senior centers to receive reimbursement for approved budgeted monthly expenses from the Genesee County Senior Millage.

DISCUSSION:

The Hasselbring Senior Center is a non-profit corporation that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. #2231-691.00-867.010

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of

seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 contract between Genesee County and the Hasselbring Senior Center to fund the Hasselbring Senior Center for the term commencing October 1, 2025, through September 30, 2026, in an amount not to exceed $137,923.00 to be paid from account #2231-691.00-867.010, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

CONTRACT BETWEEN

The County of Genesee,
a Municipal Corporation,
Acting By and Through
Genesee County Department of Senior Services
324 South Saginaw Street, Suite 7A
Flint, Michigan 48502

And

Hasselbring Senior Center
2111 Flushing Road
Flint, Michigan 48504
A Michigan Non-profit Corporation
hereinafter referred to as the "OPERATING ENTITY,"
the entity operating the **Hasselbring Senior Center,**
hereinafter referred to as the "Senior Center" or "**CENTER."**
The COUNTY and OPERATING ENTITY together hereinafter referred to as the
"PARTIES."

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

WHEREAS, the Genesee County Board of Commissioners adopted a 2025-2026 Senior Millage – Senior Center Program ("Program") budget with the objective of providing Senior Citizen Services Millage (the "Senior Millage") funds to county senior centers for the purpose of increasing and enhancing senior citizen services, beyond those offered by senior centers prior to the Senior Millage, with funding from the Senior Millage previously authorized by the electorate of Genesee County; and

WHEREAS the objective of the Senior Millage is to fund services that improve the health, safety, and quality of life for Genesee County residents aged 60 years or older; and

WHEREAS Genesee County hereinafter referred to as the "COUNTY" is responsible for administering and expending the Senior Millage as adopted and amended by the Genesee County Board of Commissioners, and for assuring compliance with Program requirements; and

WHEREAS the OPERATING ENTITY operates a CENTER that has been designated as a preferred focal point for comprehensive and coordinated service to seniors in Genesee County; and

WHEREAS the OPERATING ENTITY has adequately represented in its application to the COUNTY that it intends to undertake or continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, because the objectives of the Program coincide with the objectives of the OPERATING ENTITY, the two parties have, therefore, entered this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, the parties agree as follows:

1. The Contract term commences on October 1, 2025, and continues through September 30, 2026. The Contract is effective upon approval by the Genesee County Board of Commissioners.

   The County has the option to extend this Contract for one (1) additional one-year term (the "Extension Term"). The Senior Services Director is authorized to execute the Extension Term on behalf of Genesee County.

2. The OPERATING ENTITY agrees to accept the terms of this Contract and those stated in its submitted application for Senior Millage funding and further agrees to perform the services described in this Contract, the Center's application, and in the attachments listed below, all of which are incorporated by reference to this Contract:

Attachment A:	2025-2026 Senior Millage – Senior Center Program Budget & Revenue Sheet
Attachment B:	2025-2026 Senior Millage – Senior Center Program Monthly Reimbursement Request Form
Attachment C:	ICHAT Form
Attachment D:	Genesee County Senior Services Purchasing Regulations and Genesee County Travel Regulations
Attachment E:	Levels of Monthly Service and Programming Definitions
Attachment F:	Monthly MySeniorCenter Activity log report

   This document governs if a conflict exists between this document and those incorporated by reference or the application.

3. The OPERATING ENTITY agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure that the use of Senior Millage funds complies with all 2025-2026 Senior Millage – Senior Center Program requirements, and further agrees to perform within the policies applicable to program requirements stated:

   a. Senior Centers shall continue to provide the level of service to maintain the associated funding level. For centers failing to meet the benchmarks for two consecutive months following notification, the funding may be reduced to the dollar amount calculated for the level of service.

b. Senior Centers may solicit and accept funds such as donations from many sources including foundations, the public or private sector, individuals, fundraiser events, and other activities, to enhance center programming and operations. Membership fees may also be classified as donations if the service included as part of the fee is offered by the senior center to seniors who choose to not purchase a membership. A center's request for donations shall not be directly tied to the provision of a millage-supported service nor shall a donation result in undue influence over a center for the donating party's private or personal interests. The OPERATING ENTITY shall, within 30 days of receipt of funds, disclose to Genesee County all funds received as alternate sources of income, including donations, membership fees, and revenue.

4. The COUNTY agrees to award the OPERATING ENTITY a total amount not to exceed $137,923.00 for the full term of the Contract for support of services for seniors through the expenditures described in the approved budget submitted by the OPERATING ENTITY, Attachment A to this Contract, said amount to be disbursed and reimbursed as stated in paragraphs 5 of this Contract; subject, however, to limitations contained in this Contract as to the use of Senior Millage funds and possible termination of the Contract due to failure to comply with Program requirements. This Operating Entity is awarded $137,923.00 and is funded at Level 2.

5. The OPERATING ENTITY shall submit to the COUNTY monthly Reimbursement Request Reports, using the format provided in Attachment B of this Contract. All 2025-2026 Program funds will be reimbursed by the COUNTY to the OPERATING ENTITY based on approval of monthly reimbursement requests as documented by invoices and other supporting documentation. Monthly supporting documentation includes the following but is not intended to be all-inclusive: time sheets, copies of payroll/invoices, bank statements, canceled checks, credit card statements, and profit and loss statements. Monthly reimbursement payments will begin in November 2025 for October reimbursements, or as soon thereafter as requests are submitted and approved.

    a. The total amount of fees collected for any program, class, or event for which Senior Millage reimbursement is sought shall be noted on the reimbursement request and deducted from the submitted cost.

    b. All operating and equipment expenditure reimbursement requests for credit and/or debit card purchases must be made using a card issued in the name of the senior center or the municipality under the governing body. Each reimbursement request must include a copy of the full credit or debit card invoice and a copy of the issued check.

    c. OPERATING ENTITY shall not be reimbursed for any reimbursement request including a receipt or invoice in which a portion of the receipt or invoice has been redacted, obscured, or blacked out.

6. The OPERATING ENTITY agrees to purchase, maintain, and utilize MySeniorCenter software for intake, compiling, and reporting of attendance and programming statistics. All users will complete and sign the MySeniorCenter policy before access is given to the database. A monthly activity report provided in Attachment F must be submitted no later than the 5th of every month.

7. 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. The COUNTY may, at its discretion and upon reasonable notice, require the OPERATING ENTITY to complete reports additional to those attached to this Contract regarding the CENTER'S expenses and activities.

8. The following criteria apply for reimbursements:

    a. The monthly reimbursement will not exceed 1/12 of the total funding award unless the Operating Entity has obtained prior approval from the Department of Senior Services. If the Center or Operating Entity is found to be in noncompliance, reimbursement requests may not receive approval until the concern (s) of non-compliance are corrected to the satisfaction of the County.

    b. 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.

    c. Senior Millage funds may not be used to buy gifts or gift cards for employees, interns, senior citizen participants, or board members. Senior Millage funds cannot be used for volunteer or intern stipends, or housing.

    d. All requested reimbursement receipts for this Contract term must be received by the Department of Senior Services by October 31, 2026, including utility payments. Receipts received after this date will not be reimbursed. Submitted items must be invoices or receipts; purchase orders are not reimbursable.

    e. Subject to subparagraph 8d above, reimbursement requests must be submitted within 90 days of the date of service of the activity for which reimbursement is sought, or within 45 days of the date of invoice or receipt, whichever occurs later. Exceptions apply to requests related to annual bills, memberships, or services extending beyond the current fiscal year. This includes but is not limited to payroll, utility bills, phone bills, software subscriptions, memberships, service contracts, trainings

or conferences, and credit card purchases. The remaining portions of the reimbursement requests may be submitted at the start of the following fiscal year.

f. Monthly reimbursement requests can include no more than two months of supplies for the center, including office, operating, or food supplies.

g. All equipment purchases and any facility improvements must be purchased and/or completed by August 2026, to allow Department of Senior Service staff to confirm purchases and improvements before the end of the fiscal year.

h. Senior Millage funds may not be used to purchase daily meals for the senior center without prior approval from the Department of Senior Services.

9. The OPERATING ENTITY agrees to document all revenue. Monetary transactions (cash or check) must be documented, and a receipt issued. Keep documentation related to revenue such as receipts on-site at the CENTER for review by the Department of Senior Services.

10. The OPERATING ENTITY 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. All budget adjustments must be approved by the Department of Senior Services, not to exceed $29,999,99. The Board of Commissioners' approval is required for budget amendments over the amount of $30,000.

11. The OPERATING ENTITY agrees to provide to all Genesee County senior residents aged 60 and over wishing to use services at the CENTER, without any fee differential based on where within the County the senior citizen resides, and a minimum of activities per month for Level 3 and Level 2, respectively for the following services: educational programs (10, 6); health programs (14, 10); and social services (10, 6). Each center will continue support groups, legal services, and health screenings. By March 31, 2025, each center must reach 90% of its required yearly unduplicated count. Level 3 – 1,000: 900; Level 2 – 250: 225.

12. The OPERATING ENTITY agrees to offer and have available daily, congregate meals and/or nutritional programs; transportation services which may be provided by the CENTER or through the Mass Transportation Authority.

13. The OPERATING ENTITY agrees to adhere to senior programming, state, and federal guidelines, and regulations, including but not limited to meal regulations.

14. The OPERATING ENTITY agrees to employ a full-time, on-site Director of the CENTER.

15. The OPERATING ENTITY agrees to keep the CENTER open and accessible to seniors a minimum of forty (40) hours; 5 days per week, except for County or State recognized holidays or other local units of government-approved building closures. Programming must be scheduled for a minimum of forty (40) hours per week.

16. The OPERATING ENTITY agrees to implement the 2025-2026 Program in accordance with the projected budget contained in its application and included as Attachment A to this Contract, subject to any prior approval limitations set forth therein.

17. The OPERATING ENTITY agrees to implement appropriate and adequate methods to evaluate and report on its operational and programmatic performance, including, but not limited to, individual activity participation numbers of seniors, financial record keeping, revenue and expenditures incurred, local maintenance of effort commitments and other applicable supportive documentation of expenditures supported by 2025-2026 Program funds.

18. The OPERATING ENTITY agrees to perform criminal background checks annually 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. See Attachment C. 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 Operating Entity agrees to perform yearly criminal background checks on all board members. See Attachment C. The OPERATING ENTITY 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.

19. The OPERATING ENTITY agrees to perform tests for tuberculosis for all paid staff and volunteer workers who will have direct contact with food preparation and/or distribution tasks and shall submit to the COUNTY proof of said tests within 15 days of their commencement. All other paid staff and volunteers are only required to have a tuberculosis test at the time of hire. It is recommended that all paid staff and volunteers are tested for tuberculosis on an annual basis. The OPERATING ENTITY further agrees that individuals having positive test results will not be permitted to continue in such functions.

20. The OPERATING ENTITY agrees to perform face-to-face CPR/FIRST AID and AED training for all paid staff and contracted employees (excluding instructors and seasonal workers) and shall submit to the COUNTY proof of training within 30 days of their commencement. The OPERATING ENTITY agrees to have on-site an AED machine.

21. The OPERATING ENTITY agrees to comply with mandatory fire, safety, public health codes and standards and local building codes, and to provide annually evidence of continued compliance with current documentation, certifications and/or licenses, as applicable.

22. The OPERATING ENTITY agrees to include the **exact** statement and the Genesee County logo in all printed materials, newsletter, program and registration materials, special events, center's website, advertisements, program presentations, 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.***"

23. The OPERATING ENTITY agrees to email the monthly newsletter by the 5th of each month to the Department of Senior Services. The OPERATING ENTITY also agrees to allow the Department of Senior Services or their Commissioner to place an ad in the newsletter six times per year with statistics or correspondence concerning programs funded by the Senior Millage.

24. The OPERATING ENTITY shall complete the expenditures described in its approved budget (Attachment A of this Contract) no later than the end of the Program Year, September 30, 2026.

25. The OPERATING ENTITY acknowledges that, at any time, the COUNTY may withhold payment of reimbursements if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with any Program requirements. In addition, any funds provided pursuant to the 2025-2026 Program are subject to repayment to the COUNTY if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with Program requirements at any time during the 2025-2026 Program period or a prior period.

26. The COUNTY may terminate this Contract without notice at any time during the Contract term if it determines that the OPERATING ENTITY has failed to

substantially comply with Contract requirements. At the COUNTY'S option, the OPERATING ENTITY may be given fourteen (14) days' notice and the opportunity to cure the deficiencies in its Program. Furthermore, this Contract may be terminated by the County for any reason related to changing objectives of the Senior Services Program or due to diminution of funds by giving the OPERATING ENTITY written notice of the effective date of termination. All costs and liabilities associated with this Contract will cease as of the effective date of termination. Requests for funding for costs up to that date will be subject to the COUNTY assessment of acceptability.

27. This Contract may be modified by the parties only by a written document signed by authorized representatives.

28. The OPERATING ENTITY agrees that, during its tenure and for one year thereafter, none of its members, officers, or employees who exercise any functions or responsibilities with respect to the performance of the activities which are subject to this Contract shall have any interest, direct or indirect, in any subcontract or the proceeds thereof for work to be performed in connection with this Contract. The OPERATING ENTITY further agrees to incorporate a provision prohibiting such interest in all subcontracts regarding the performance of such activities.

29. The OPERATING ENTITY agrees that no individual who serves as a member of the governing board or is a member of a Board Committee or advisory committee may be employed as a staff member during his/her term of office. The OPERATING ENTITY further agrees that no Senior Millage funds shall be used to pay for the services of any employee or contractor who is a member of the immediate family of a member of the OPERATING ENTITY's governing board or of the director of the CENTER unless the individual was hired before the year 2006 and has been in continuous employment with the CENTER since being hired. A member of an immediate family shall include any of the following persons: Husband, Wife, Father Father-in-law, Mother, Mother-in-law, Sister, Sister-in-law, Brother, Brother-in-law, Son, Son-in-law, Daughter, Daughter-in-law, niece, nephew, grandchildren, aunt, uncle, cousin, stepparent, step-sibling, or domestic partner.

30. The OPERATING ENTITY agrees that no individual who serves as a member of the OPERATING ENTITY's governing board or is a member of a board committee or advisory committee will receive any payment for services from the OPERATING ENTITY.

31. The OPERATING ENTITY agrees that the Director of the CENTER will be an employee of the OPERATING ENTITY and will not hold a voting position on the governing board of the OPERATING ENTITY. The OPERATING ENTITY further agrees that the Director shall have no authority regarding the selection, evaluation, nomination, appointment, or election of any member of the governing board. It shall be the responsibility of the governing board to review and approve decisions by the Director.

32. The OPERATING ENTITY and its employees are not Genesee County employees.

33. The OPERATING ENTITY shall comply with all federal, state, or local laws, regulations and standards, processes, and any amendments thereto, as they may apply to the performance of this Contract.

34. The OPERATING ENTITY agrees to adhere to its own procurement standards or, in the absence of such acceptable standards, to the Genesee County Senior Services Purchasing Regulations as set forth in Attachment D to this Contract. The OPERATING ENTITY 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 D to this Contract. Notwithstanding the preceding, no reimbursements for overnight travel or travel outside of Genesee County shall be made from Senior Millage funds without prior approval of the Genesee County Board of Commissioners. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.

35. The OPERATING ENTITY agrees to allow the COUNTY to enter a contract with a firm to administer an annual Audited Financial Report of the CENTER operations. It is understood that a copy of the audit is required as part of the application for funding. No reimbursements for the performance period of this Contract will be made prior to a copy of the audit being provided. The OPERATING ENTITY shall submit a copy of the filed 990, 1099, and W-2 forms for the current year.

36. The OPERATING ENTITY 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 events of the senior center in a non-candidate capacity.

vii. Supporting the Senior Millage

37. The OPERATING ENTITY 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 in one instance, shall not constitute automatic future waiver regarding the requirements of this paragraph. 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 $250.00 or more per unit. Equipment purchases not included in the submitted budget are automatically unapproved unless a formal budget amendment is submitted to the Senior Services Director.

38. The OPERATING ENTITY 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 OPERATING ENTITY 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 OPERATING ENTITY of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.

39. The OPERATING ENTITY shall indemnify, defend, and hold harmless the COUNTY against any and all expenses and liability of any kind which the

COUNTY may sustain, incur, or be required to pay to arise out of this Contract; provided, however, that the provision of this paragraph shall not apply to liabilities or expenses caused by, or resulting from, the willful or negligent acts or omissions of the COUNTY or any of its officers or employees. Further, in the event the OPERATING ENTITY becomes involved in, or is threatened with, litigation related to this Contract, or the activities supported by the 2025-2026 Senior Millage – Senior Center Program, the OPERATING ENTITY shall immediately notify the COUNTY, wherein the COUNTY may enter into such litigation to protect the interests of the COUNTY as they may appear.

40. The OPERATING ENTITY shall not discriminate against any employee or applicant for employment with respect to hiring, 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 (including, but not limited to, pregnancy, sexual orientation, or gender identity), disability, marital status, height, weight, or genetic information.

41. The OPERATING ENTITY agrees that the COUNTY may, at reasonable times and without notice, visit and inspect the CENTER and discuss or survey the CENTER'S activities with seniors who agree to participate.

42. The OPERATING ENTITY gives the COUNTY, or any other representatives designated by the COUNTY, the right to visit the CENTER at reasonable times and without notice, to examine all records, books, and papers related to the performance of activities which are the subject of this Contract.

43. The OPERATING ENTITY acknowledges that the COUNTY as a public body is 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 OPERATING ENTITY 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.

44. 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.

45. The Contract Administrator of this Contract is the Senior Services Director, Lynn M. Radzilowski. Obligations of or to the COUNTY in this Contract will be performed by or provided to, the Contract Administrator, or her designee.

The individual or officer signing this Contract certifies by their name that they are authorized to sign this Contract on behalf of the responsible governing board, official, entity, or contractor.

COUNTY OF GENESEE

By:_____
Delrico Loyd, Chairperson
Genesee County Board of Commissioners

_____
Date

HASSELBRING SENIOR CENTER

By:_____
Percy Knapp, President
Hasselbring Senior Center

_____
Date

Attachment A for Contract: 2025 - 2026 Budget and Administration

	2024-2025 Budget Revenue	2025-2026 Proposed Revenue
Name of Senior Center: Hasselbring		
	$ 137,923.00	$ 137,923.00
SUBTOTAL	**$ 137,923.00**	**$ 137,923.00**
General Fund		
Local School District	$ -	$ -
Local Special Millage	$ -	$ -
In-Kind Value		
LEASE/		
VAN GAS		
		$ -
Federal CDBG	$ -	$ -
State of Mich. Office of Services to the Aging	$ -	$ -
Michigan Department of Transportation	$ -	$ -
Valley Area Agency on Aging	$ -	$ -
Private Contributions/Donations		$ 2,500.00
Special Projects Grants		
COF-CDBG		$ 20,000.00
CFGF		$ 5,000.00
		$ -
Program Service Fees / TRAVEL		
Rental Income	$ -	$ 15,000.00
Interest Income		
Membership		
Newsletter Fees	$ -	$ -
Fundraising Events		$ 7,500.00
Other Revenue Sources		
MEMORIALS/COMMISSIONS		
SUBTOTAL	**$ -**	**$ 50,000.00**
		$ -
Total Revenue		**$ 187,923.00**
Identify the supporting Local Unit of Government(s):		

Name of Center:	FY 2024-2025 Senior Millage Budget	Proposed FY 2025-2026 Senior Center Budget Expenditures - Senior Millage
ADMINISTRATION		
Salaries – Administrative	$ 50,000.00	$ 50,000.00
Salaries – Support Staff		$ -
Office Assistant	$ 17,160.00	$ 19,500.00
Culinary/Office	$ 11,440.00	$ 16,250.00
Fringes -- Employer FICA	$ 6,574.00	$ 7,673.00
Fringes – Medical	$ -	$ -
Fringes – Other	$ -	$ -
SUBTOTAL	$ 85,174.00	$ 93,423.00
PROGRAMMING		
Special Projects / Events	$ -	
Volunteer Expenses	$ -	$ -
SUBTOTAL	$ -	$ -
OPERATIONS		
Facility Maintenance	$ -	$ -
Grounds Maintenance	$ 6,500.00	$ 1,500.00
Insurances & Bonds	$ 1,877.00	$ 1,000.00
Legal Services		$ -
Memberships / Publications	$ -	$ -
Sam's Club	$ 100.00	
COA		
SDA	$ 25.00	
Office Supplies	$ 1,700.00	$ -
Operating Supplies	$ 6,000.00	$ 36,000.00
Postage	$ 1,584.00	$ -
Service Contracts/Licenses	$ -	$ -
Financial Services	$ 6,700.00	$ 6,000.00
Printer Services	$ 3,500.00	
Guardian Alram	$ 975.24	$ -
Health Dept	$ 360.00	
Building Inpesction	$ 200.00	
Trash Removal	$ -	
Phone/ Fax/ Internet/ Web Services	$ 4,368.00	
Utilitie	$ 18,359.76	
Vehicle Maintenance / Insurance		
SUBTOTAL	**$ 52,249.00**	**$ 44,500.00**
COMPUTERS SOFTWARE		
XAVUS SOLUTIONS	$ 500.00	
Equipment Purchases	$ -	$ -
SUBTOTAL	$ 500.00	$ -
TOTAL AWARD EXPENDITURES	**$ 137,923.00**	**$ 137,923.00**

2025-2026 SENIOR MILLAGE MONTHLY REIMBURSEMENT REQUEST

Senior Center: Hasselbring Senior Center

Pay to (Operating Entity): Hasselbring Senior Center

Mail Address: 1678 Pierson Road

Flint, MI 48504

2025-2026 SENIOR MILLAGE FUND BALANCE

2025-2026 Millage Allocation: $ 137,923.00

Funds Previously Requested $ -

Balance Remaining Prior to this Request: $ -

Time Period of Expenditures for this Request: October 1 - October 31, 2025

Total Claimed in this Request: $ -

Balance Remaining After this Request: $ - $ -

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

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number / Confirmation of Payment
ADMINISTRATION EXPENDITURES			
SUBTOTAL - ADMINISTRATION	$ -		
PROGRAMMING EXPENDITURES			
SUBTOTAL - PROGRAMMING	$ -		

ATTACHMENT B 2025-2026 SENIOR MILLAGE SENIOR CENTER MONTHLY REIMBURSEMENT REQUEST FORM

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number -- Confirmation of Payment
OPERATIONS EXPENDITURES			
SUBTOTAL - OPERATIONS	$ -		
EQUIPMENT PURCHASES EXPENDITURES			
SUBTOTAL - EQUIPMENT	$ -		
TOTAL MONTHLY EXPENDITURES	$ -		
TOTAL MONTHLY REIMBURSEMENT REQUEST	$ -		

GENESEE COUNTY
SENIOR SERVICES

County Administration Building
324 S. Saginaw St.
7th Floor - Suite 7A
Flint, Michigan 48502
(810) 424-4478

Lynn M. Radzilowski
Director

Authorization for Michigan ICHAT
(Internet Criminal History Access Tool)

Reason for ICHAT (please circle one): Employment Volunteer
Other:_____

First Name: _____ **Middle Name:** _____ **Last Name:** _____

Date of Birth: _____ **Race:** _____ **Gender:** _____

Other Last Name(s): _____
Other First Name(s): _____
Other Middle Initial: _____

Senior Center _____

I authorize the Genesee County Department of Senior Services and/or its agents to conduct a background check, including, but not limited to, the information I have indicated above. I understand that the information obtained will be used for lawful purposes only.

□ By checking this box, I authorize the Genesee County Department of Senior Services to perform annual background checks while volunteering or employed at the senior center, and I release all persons, companies, or agencies from any liability that may result from furnishing such information.

_____ _____
Signature of Applicant **Date**

_____ _____
Witness **Date**

Please return original to:

Department of Senior Services
324 S. Saginaw St.
7th Floor – Suite 7A
Flint, MI 48502

Genesee County Purchasing Regulations:

https://cms3.revize.com/revize/geneseenew/PURCHASING%20REGULATIONS%208222016.pdf

Genesee County Travel Regulations:

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

2025-2026 Levels of Service - Senior Citizen Centers

	Minimum Average Number of Activity / Service Type Provided Each Month		
Activity / Service Type	**Level 3**	**Level 2**	**Level 1**
Education	10	6	4
Health	14	10	8
Nutrition	Available	Available	Available
Transportation	Available	Available	Available
Social Services	10	6	Available
Outreach	Distribute Newsletter	Distribute Newsletter	Distribute Newsletter
Reports of Participation	MySeniorCenter	MySeniorCenter	Sign-in sheets
Volunteerism / Planning	Available	Available	Available
Support Groups	Available	Available	Not Required
Legal Services	Available	Available	Not Required
Health Screenings	Available	Available	Not Required
Unduplicated Seniors	1,000+	250+	100+

Programming Definitions

Education – A class or seminar **lead by an instructor** to show "how to do" or give information on a specific topic. Education examples but are not limited to:

Computer Classes, Craft Classes, Driver Safety Classes, Quilting or Sewing Classes, Gardening, Investments, Tech Class, Painting Classes, Music Lessons, Woodshop, Woodcarving, Diabetic Classes

Health – Services/Classes/Exercise – Programming which falls under medical services. Health examples but are not limited to:

Brain Games, Chess, Puzzles, Vaccinations, Exercise, Dance Classes, Tai Chi, Yoga, Wii Games, Podiatrist,

Chiropractor, Health Screenings (blood pressure, blood sugar, vision, hearing, etc.)

Nutrition Services – Provision for healthy meals and healthy eating, which includes but is not limited to:

Congregate Meals, Senior Center Meals, Cooking Classes, Food Pantry, Commodities, TEFAP, Senior Project Fresh, Nutrition education

Transportation – Transportation is limited to transporting older adults in Senior Center vehicles or MTA transportation set up through the senior center. A ride is considered as one way. *Example – You pick up Jan Doe at her home to the Senior Center. She has requested to go to the post office and then to her home. This would be logged as three rides*. Transportation does not include rented Motorcoach Transportation. Transportation includes but not limited to:

Grocery shopping, to/from the senior Center, Doctor/Medical appointments, Personal needs

Socialization – Programming to enhance the older adult's social experience. Socialization includes but is not limited to:

Bingo, Cards, Entertainment events, Coffee/socializing, social groups such as knitting/crocheting without

Instructor, travel programs

Social Services – Services performed (one to one) by volunteers or staff personnel. Social services include but are not limited to:

Housing information, Intake – Assessment and Referral*, Legal Services, My Bridges, Medicare Part D, MMAP, Tax Assistance, Medical Loan Closet, Support Groups*, CHAP/Social Workers, Medical Program

Registration (Genesee Health Plan Dental, Advanced Care Planning, etc.)

Outreach – Outreach includes but is not limited to:

Newsletters, Presentations/Speaking engagements regarding the Senior Center, Information and Assistance, Marketing efforts, Senior Center Website visits

Volunteerism – Unpaid service to the Senior Center, includes but are not limited to:

Center maintenance, AARP tax volunteers, Committee/Board members, Reception Desk/Greeters, Instructors, Kitchen help

** - It is understood a program may fall withing the definition of more than one area. It should be used in only one category per month.* ***Example****: you normally put line dancing in Health however, during the month of February you had plenty of events in health but needed extra in education. For the month of February, you could move line Dancing from Health and put it under Education. For unduplicated yearly statistics the event would only be used in one category.*

** - Not to be confused with Information and Assistance.*

2025-2026 Senior Millage Monthly Activity Log

Number of New Senior Participants During This Activity Period:	
Number of Duplicated Senior Participants During This Activity Period:	
Cumulative Number of Unduplicated Senior Participants Year to Date:	

Senior Center Name:	**Month:**

Education Activities			Health Activities			Nutrition Activities			Transportation Activities			Social Services			Outreach			Volunteerism/Planning		
Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Units	Activity Title	Activity Frequency	# of Hours of Service
Total Education	**0**	**0**	**Total Health**	**0**	**0**	**Total Nutrition**	**0**	**0**	**Total Transportation**	**0**	**0**	**Total Social Services**	**0**	**0**	**Total Outreach**	**0**	**0**	**Total Volunteer/ Planning**	**0**	**0**

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? New for FY 2025-2026

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Deborah K Sipes - CISR	
W. J. Phillips, Inc. 6045 Corunna Rd Suite B Flint MI 48532	PHONE (A/C, No, Ext): (810) 230-0020	FAX (A/C, No):
	E-MAIL ADDRESS: deb@wjphillips.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : WEST BEND MUT INS CO	15350
INSURED	INSURER B : LIBERTY MUTUAL	
Hasselbring Senior Center 1678 W Pierson Rd Flint MI 48504-1919	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			C027827	04/18/2025	04/18/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC5-33S-B26R1K-015	07/27/2025	07/27/2026	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROPC			C027827	04/18/2025	04/18/2026	Special Inflation Guard EQPBK	50,000

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

CERTIFICATE HOLDER

Genesee County
324 S. Saginaw Street
Ste 7A
Flint MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Deborah K. Sipes

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Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2042 **Agenda Date:** 8/13/2025 **Agenda #:** 12.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of an agreement between Genesee County and the Heart of Senior Citizens Services, in an amount not to exceed $206,330.00, to provide for the operations of the Krapohl Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

BOARD ACTION REQUESTED:

Approval of the contract between Genesee County and the Heart of Senior Citizen Services (Krapohl Senior Center) for the fiscal year 2025-2026 in the amount not to exceed $206,330.00.

BACKGROUND:

This annual contract allows the senior centers to receive reimbursement for approved budgeted monthly expenses from the Genesee County Senior Millage.

DISCUSSION:

The Heart of Senior Citizens Services is a non-profit corporation that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community at the Krapohl Senior Center.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. #2231-691.00-867.011

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of

seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 contract between Genesee County and the Heart of Senior Citizen Services to fund the Krapohl Senior Center for the term commencing October 1, 2025, through September 30, 2026, in an amount not to exceed $206,330.00 to be paid from account #2231-691.00-867.011, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

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? New for FY 2025-2026

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.

CONTRACT BETWEEN

The County of Genesee,
a Municipal Corporation,
Acting By and Through
Genesee County Department of Senior Services
324 South Saginaw Street, Suite 7A
Flint, Michigan 48502

And

Heart of Senior Citizen Services
G-5473 Bicentennial Drive
Mount Morris, Michigan 48458
A Michigan Non-profit Corporation
hereinafter referred to as the "OPERATING ENTITY,"
the entity operating the **Krapohl Senior Center,**
hereinafter referred to as the "Senior Center" or "**CENTER."**
The COUNTY and OPERATING ENTITY together hereinafter referred to as the
"PARTIES."

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

WHEREAS, the Genesee County Board of Commissioners adopted a 2025-2026 Senior Millage – Senior Center Program ("Program") budget with the objective of providing Senior Citizen Services Millage (the "Senior Millage") funds to county senior centers for the purpose of increasing and enhancing senior citizen services, beyond those offered by senior centers prior to the Senior Millage, with funding from the Senior Millage previously authorized by the electorate of Genesee County; and

WHEREAS the objective of the Senior Millage is to fund services that improve the health, safety, and quality of life for Genesee County residents aged 60 years or older; and

WHEREAS Genesee County hereinafter referred to as the "COUNTY" is responsible for administering and expending the Senior Millage as adopted and amended by the Genesee County Board of Commissioners, and for assuring compliance with Program requirements; and

WHEREAS the OPERATING ENTITY operates a CENTER that has been designated as a preferred focal point for comprehensive and coordinated service to seniors in Genesee County; and

WHEREAS the OPERATING ENTITY has adequately represented in its application to the COUNTY that it intends to undertake or continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, because the objectives of the Program coincide with the objectives of the OPERATING ENTITY, the two parties have, therefore, entered this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, the parties agree as follows:

1. The Contract term commences on October 1, 2025, and continues through September 30, 2026. The Contract is effective upon approval by the Genesee County Board of Commissioners.

   The County has the option to extend this Contract for one (1) additional one-year term (the "Extension Term"). The Senior Services Director is authorized to execute the Extension Term on behalf of Genesee County.

2. The OPERATING ENTITY agrees to accept the terms of this Contract and those stated in its submitted application for Senior Millage funding and further agrees to perform the services described in this Contract, the Center's application, and in the attachments listed below, all of which are incorporated by reference to this Contract:

Attachment A:	2025-2026 Senior Millage – Senior Center Program Budget & Revenue Sheet
Attachment B:	2025-2026 Senior Millage – Senior Center Program Monthly Reimbursement Request Form
Attachment C:	ICHAT Form
Attachment D:	Genesee County Senior Services Purchasing Regulations and Genesee County Travel Regulations
Attachment E:	Levels of Monthly Service and Programming Definitions
Attachment F:	Monthly MySeniorCenter Activity log report

   This document governs if a conflict exists between this document and those incorporated by reference or the application.

3. The OPERATING ENTITY agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure that the use of Senior Millage funds complies with all 2025-2026 Senior Millage – Senior Center Program requirements, and further agrees to perform within the policies applicable to program requirements stated:

   a. Senior Centers shall continue to provide the level of service to maintain the associated funding level. For centers failing to meet the benchmarks for two consecutive months following notification, the funding may be reduced to the dollar amount calculated for the level of service.

b. Senior Centers may solicit and accept funds such as donations from many sources including foundations, the public or private sector, individuals, fundraiser events, and other activities, to enhance center programming and operations. Membership fees may also be classified as donations if the service included as part of the fee is offered by the senior center to seniors who choose to not purchase a membership. A center's request for donations shall not be directly tied to the provision of a millage-supported service nor shall a donation result in undue influence over a center for the donating party's private or personal interests. The OPERATING ENTITY shall, within 30 days of receipt of funds, disclose to Genesee County all funds received as alternate sources of income, including donations, membership fees, and revenue.

4. The COUNTY agrees to award the OPERATING ENTITY a total amount not to exceed $206,330.00 for the full term of the Contract for support of services for seniors through the expenditures described in the approved budget submitted by the OPERATING ENTITY, Attachment A to this Contract, said amount to be disbursed and reimbursed as stated in paragraphs 5 of this Contract; subject, however, to limitations contained in this Contract as to the use of Senior Millage funds and possible termination of the Contract due to failure to comply with Program requirements. This Operating Entity is awarded $206,330.00 and is funded at Level 3.

5. The OPERATING ENTITY shall submit to the COUNTY monthly Reimbursement Request Reports, using the format provided in Attachment B of this Contract. All 2025-2026 Program funds will be reimbursed by the COUNTY to the OPERATING ENTITY based on approval of monthly reimbursement requests as documented by invoices and other supporting documentation. Monthly supporting documentation includes the following but is not intended to be all-inclusive: time sheets, copies of payroll/invoices, bank statements, canceled checks, credit card statements, and profit and loss statements. Monthly reimbursement payments will begin in November 2025 for October reimbursements, or as soon thereafter as requests are submitted and approved.

   a. The total amount of fees collected for any program, class, or event for which Senior Millage reimbursement is sought shall be noted on the reimbursement request and deducted from the submitted cost.

   b. All operating and equipment expenditure reimbursement requests for credit and/or debit card purchases must be made using a card issued in the name of the senior center or the municipality under the governing body. Each reimbursement request must include a copy of the full credit or debit card invoice and a copy of the issued check.

   c. OPERATING ENTITY shall not be reimbursed for any reimbursement request including a receipt or invoice in which a portion of the receipt or invoice has been redacted, obscured, or blacked out.

6. The OPERATING ENTITY agrees to purchase, maintain, and utilize MySeniorCenter software for intake, compiling, and reporting of attendance and programming statistics. All users will complete and sign the MySeniorCenter policy before access is given to the database. A monthly activity report provided in Attachment F must be submitted no later than the 5th of every month.

7. 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. The COUNTY may, at its discretion and upon reasonable notice, require the OPERATING ENTITY to complete reports additional to those attached to this Contract regarding the CENTER'S expenses and activities.

8. The following criteria apply for reimbursements:

    a. The monthly reimbursement will not exceed 1/12 of the total funding award unless the Operating Entity has obtained prior approval from the Department of Senior Services. If the Center or Operating Entity is found to be in noncompliance, reimbursement requests may not receive approval until the concern (s) of non-compliance are corrected to the satisfaction of the County.

    b. 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.

    c. Senior Millage funds may not be used to buy gifts or gift cards for employees, interns, senior citizen participants, or board members. Senior Millage funds cannot be used for volunteer or intern stipends, or housing.

    d. All requested reimbursement receipts for this Contract term must be received by the Department of Senior Services by October 31, 2026, including utility payments. Receipts received after this date will not be reimbursed. Submitted items must be invoices or receipts; purchase orders are not reimbursable.

    e. Subject to subparagraph 8d above, reimbursement requests must be submitted within 90 days of the date of service of the activity for which reimbursement is sought, or within 45 days of the date of invoice or receipt, whichever occurs later. Exceptions apply to requests related to annual bills, memberships, or services extending beyond the current fiscal year. This includes but is not limited to payroll, utility bills, phone bills, software subscriptions, memberships, service contracts, trainings

or conferences, and credit card purchases. The remaining portions of the reimbursement requests may be submitted at the start of the following fiscal year.

f. Monthly reimbursement requests can include no more than two months of supplies for the center, including office, operating, or food supplies.

g. All equipment purchases and any facility improvements must be purchased and/or completed by August 2026, to allow Department of Senior Service staff to confirm purchases and improvements before the end of the fiscal year.

h. Senior Millage funds may not be used to purchase daily meals for the senior center without prior approval from the Department of Senior Services.

9. The OPERATING ENTITY agrees to document all revenue. Monetary transactions (cash or check) must be documented, and a receipt issued. Keep documentation related to revenue such as receipts on-site at the CENTER for review by the Department of Senior Services.

10. The OPERATING ENTITY 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. All budget adjustments must be approved by the Department of Senior Services, not to exceed $29,999,99. The Board of Commissioners' approval is required for budget amendments over the amount of $30,000.

11. The OPERATING ENTITY agrees to provide to all Genesee County senior residents aged 60 and over wishing to use services at the CENTER, without any fee differential based on where within the County the senior citizen resides, and a minimum of activities per month for Level 3 and Level 2, respectively for the following services: educational programs (10, 6); health programs (14, 10); and social services (10, 6). Each center will continue support groups, legal services, and health screenings. By March 31, 2025, each center must reach 90% of its required yearly unduplicated count. Level 3 – 1,000: 900; Level 2 – 250: 225.

12. The OPERATING ENTITY agrees to offer and have available daily, congregate meals and/or nutritional programs; transportation services which may be provided by the CENTER or through the Mass Transportation Authority.

13. The OPERATING ENTITY agrees to adhere to senior programming, state, and federal guidelines, and regulations, including but not limited to meal regulations.

14. The OPERATING ENTITY agrees to employ a full-time, on-site Director of the CENTER.

15. The OPERATING ENTITY agrees to keep the CENTER open and accessible to seniors a minimum of forty (40) hours; 5 days per week, except for County or State recognized holidays or other local units of government-approved building closures. Programming must be scheduled for a minimum of forty (40) hours per week.

16. The OPERATING ENTITY agrees to implement the 2025-2026 Program in accordance with the projected budget contained in its application and included as Attachment A to this Contract, subject to any prior approval limitations set forth therein.

17. The OPERATING ENTITY agrees to implement appropriate and adequate methods to evaluate and report on its operational and programmatic performance, including, but not limited to, individual activity participation numbers of seniors, financial record keeping, revenue and expenditures incurred, local maintenance of effort commitments and other applicable supportive documentation of expenditures supported by 2025-2026 Program funds.

18. The OPERATING ENTITY agrees to perform criminal background checks annually 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. See Attachment C. 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 Operating Entity agrees to perform yearly criminal background checks on all board members. See Attachment C. The OPERATING ENTITY 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.

19. The OPERATING ENTITY agrees to perform tests for tuberculosis for all paid staff and volunteer workers who will have direct contact with food preparation and/or distribution tasks and shall submit to the COUNTY proof of said tests within 15 days of their commencement. All other paid staff and volunteers are only required to have a tuberculosis test at the time of hire. It is recommended that all paid staff and volunteers are tested for tuberculosis on an annual basis. The OPERATING ENTITY further agrees that individuals having positive test results will not be permitted to continue in such functions.

20. The OPERATING ENTITY agrees to perform face-to-face CPR/FIRST AID and AED training for all paid staff and contracted employees (excluding instructors and seasonal workers) and shall submit to the COUNTY proof of training within 30 days of their commencement. The OPERATING ENTITY agrees to have on-site an AED machine.

21. The OPERATING ENTITY agrees to comply with mandatory fire, safety, public health codes and standards and local building codes, and to provide annually evidence of continued compliance with current documentation, certifications and/or licenses, as applicable.

22. The OPERATING ENTITY agrees to include the **exact** statement and the Genesee County logo in all printed materials, newsletter, program and registration materials, special events, center's website, advertisements, program presentations, 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.***"

23. The OPERATING ENTITY agrees to email the monthly newsletter by the 5th of each month to the Department of Senior Services. The OPERATING ENTITY also agrees to allow the Department of Senior Services or their Commissioner to place an ad in the newsletter six times per year with statistics or correspondence concerning programs funded by the Senior Millage.

24. The OPERATING ENTITY shall complete the expenditures described in its approved budget (Attachment A of this Contract) no later than the end of the Program Year, September 30, 2026.

25. The OPERATING ENTITY acknowledges that, at any time, the COUNTY may withhold payment of reimbursements if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with any Program requirements. In addition, any funds provided pursuant to the 2025-2026 Program are subject to repayment to the COUNTY if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with Program requirements at any time during the 2025-2026 Program period or a prior period.

26. The COUNTY may terminate this Contract without notice at any time during the Contract term if it determines that the OPERATING ENTITY has failed to

substantially comply with Contract requirements. At the COUNTY'S option, the OPERATING ENTITY may be given fourteen (14) days' notice and the opportunity to cure the deficiencies in its Program. Furthermore, this Contract may be terminated by the County for any reason related to changing objectives of the Senior Services Program or due to diminution of funds by giving the OPERATING ENTITY written notice of the effective date of termination. All costs and liabilities associated with this Contract will cease as of the effective date of termination. Requests for funding for costs up to that date will be subject to the COUNTY assessment of acceptability.

27. This Contract may be modified by the parties only by a written document signed by authorized representatives.

28. The OPERATING ENTITY agrees that, during its tenure and for one year thereafter, none of its members, officers, or employees who exercise any functions or responsibilities with respect to the performance of the activities which are subject to this Contract shall have any interest, direct or indirect, in any subcontract or the proceeds thereof for work to be performed in connection with this Contract. The OPERATING ENTITY further agrees to incorporate a provision prohibiting such interest in all subcontracts regarding the performance of such activities.

29. The OPERATING ENTITY agrees that no individual who serves as a member of the governing board or is a member of a Board Committee or advisory committee may be employed as a staff member during his/her term of office. The OPERATING ENTITY further agrees that no Senior Millage funds shall be used to pay for the services of any employee or contractor who is a member of the immediate family of a member of the OPERATING ENTITY's governing board or of the director of the CENTER unless the individual was hired before the year 2006 and has been in continuous employment with the CENTER since being hired. A member of an immediate family shall include any of the following persons: Husband, Wife, Father Father-in-law, Mother, Mother-in-law, Sister, Sister-in-law, Brother, Brother-in-law, Son, Son-in-law, Daughter, Daughter-in-law, niece, nephew, grandchildren, aunt, uncle, cousin, stepparent, step-sibling, or domestic partner.

30. The OPERATING ENTITY agrees that no individual who serves as a member of the OPERATING ENTITY's governing board or is a member of a board committee or advisory committee will receive any payment for services from the OPERATING ENTITY.

31. The OPERATING ENTITY agrees that the Director of the CENTER will be an employee of the OPERATING ENTITY and will not hold a voting position on the governing board of the OPERATING ENTITY. The OPERATING ENTITY further agrees that the Director shall have no authority regarding the selection, evaluation, nomination, appointment, or election of any member of the governing board. It shall be the responsibility of the governing board to review and approve decisions by the Director.

32. The OPERATING ENTITY and its employees are not Genesee County employees.

33. The OPERATING ENTITY shall comply with all federal, state, or local laws, regulations and standards, processes, and any amendments thereto, as they may apply to the performance of this Contract.

34. The OPERATING ENTITY agrees to adhere to its own procurement standards or, in the absence of such acceptable standards, to the Genesee County Senior Services Purchasing Regulations as set forth in Attachment D to this Contract. The OPERATING ENTITY 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 D to this Contract. Notwithstanding the preceding, no reimbursements for overnight travel or travel outside of Genesee County shall be made from Senior Millage funds without prior approval of the Genesee County Board of Commissioners. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.

35. The OPERATING ENTITY agrees to allow the COUNTY to enter a contract with a firm to administer an annual Audited Financial Report of the CENTER operations. It is understood that a copy of the audit is required as part of the application for funding. No reimbursements for the performance period of this Contract will be made prior to a copy of the audit being provided. The OPERATING ENTITY shall submit a copy of the filed 990, 1099, and W-2 forms for the current year.

36. The OPERATING ENTITY 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 events of the senior center in a non-candidate capacity.

vii. Supporting the Senior Millage

37. The OPERATING ENTITY 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 in one instance, shall not constitute automatic future waiver regarding the requirements of this paragraph. 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 $250.00 or more per unit. Equipment purchases not included in the submitted budget are automatically unapproved unless a formal budget amendment is submitted to the Senior Services Director.

38. The OPERATING ENTITY 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 OPERATING ENTITY 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 OPERATING ENTITY of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.

39. The OPERATING ENTITY shall indemnify, defend, and hold harmless the COUNTY against any and all expenses and liability of any kind which the

COUNTY may sustain, incur, or be required to pay to arise out of this Contract; provided, however, that the provision of this paragraph shall not apply to liabilities or expenses caused by, or resulting from, the willful or negligent acts or omissions of the COUNTY or any of its officers or employees. Further, in the event the OPERATING ENTITY becomes involved in, or is threatened with, litigation related to this Contract, or the activities supported by the 2025-2026 Senior Millage – Senior Center Program, the OPERATING ENTITY shall immediately notify the COUNTY, wherein the COUNTY may enter into such litigation to protect the interests of the COUNTY as they may appear.

40. The OPERATING ENTITY shall not discriminate against any employee or applicant for employment with respect to hiring, 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 (including, but not limited to, pregnancy, sexual orientation, or gender identity), disability, marital status, height, weight, or genetic information.

41. The OPERATING ENTITY agrees that the COUNTY may, at reasonable times and without notice, visit and inspect the CENTER and discuss or survey the CENTER'S activities with seniors who agree to participate.

42. The OPERATING ENTITY gives the COUNTY, or any other representatives designated by the COUNTY, the right to visit the CENTER at reasonable times and without notice, to examine all records, books, and papers related to the performance of activities which are the subject of this Contract.

43. The OPERATING ENTITY acknowledges that the COUNTY as a public body is 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 OPERATING ENTITY 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.

44. 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.

45. The Contract Administrator of this Contract is the Senior Services Director, Lynn M. Radzilowski. Obligations of or to the COUNTY in this Contract will be performed by or provided to, the Contract Administrator, or her designee.

The individual or officer signing this Contract certifies by their name that they are authorized to sign this Contract on behalf of the responsible governing board, official, entity, or contractor.

COUNTY OF GENESEE

By:_____
Delrico Loyd, Chairperson
Genesee County Board of Commissioners

_____
Date

HEART OF SENIOR CITIZEN SERVICES

By:_____
Jonnie Sue Petrich, President
Krapohl Senior Center

_____
Date

2025-2026 BUDGET SHEET-REVENUE

Name of Senior Center: Heart of Senior Citizen Services	2024-2025 Budget Revenue-anticipated	2025-2026 Proposed Revenue
Genesee County Millage Actual Revenue	$ 206,330.00	$ 206,330.00
Mt Morris Twp - General Fund	$ 9,793.92	$ 9,000.00
MT Morris Twp - Non Cash Donations	$ 76,500.00	$ 76,500.00
Special Grants		
CDBG	$ 6,667.00	$ 8,667.00
MTA	$ 22,860.62	$ 25,593.00
Community Contributions		
Amazon Smiles	$ -	$ -
Kroger Community Rewards	$ 272.98	$ 1,000.00
Private Contributions		
Building Improvement/Maintenance		
Memorials	$ 100.00	$ 500.00
Miscellaneous	$ 676.01	$ 5,000.00
Tax Program	$ 957.00	$ 1,000.00
Transportation	$ 1,794.00	$ 2,000.00
Non Cash Donations		
Program Service		
Education	$ 651.43	$ 1,500.00
Enrichment/Socialization	$ 1,354.80	$ 1,500.00
Greenhouse	$ -	$ 3,500.00
Health & Fitness	$ 1,249.71	$ 1,500.00
Meals & Banquets	$ 22,533.96	$ 27,000.00
State of MI - Services to the Aging	$ -	$ -
Travel	$ 10,481.14	$ 13,000.00
Woodshop	$ 277.71	$ 1,000.00
Non Cash Donations		
Rental Income		
Medical Equipment		$ -
Pavillion/Hall	$ 2,400.00	$ 3,500.00
Interest Income	$ 6,173.31	$ 4,500.00
Fundraising Events (list them)		
Auctions	$ -	$ -
Cookie Dough/Popcorn	$ -	$ -
Misc Events	$ 3,185.14	$ 5,000.00
Misc Sales etc	$ 3,764.57	$ 4,000.00
Raffles	$ 473.57	$ 1,000.00
Dances	$ 3,341.14	$ 4,500.00
Misc Revenue	$ 2,663.74	$ 1,500.00
Pass Through Accounts		$ -
SUBTOTAL	**$ 384,501.77**	**$ 408,590.00**

Name of Center: Heart of Senior Citizen Services	2024-25 Budget Senior Millage Approved Budget	Total Senior Center Budget for FY 25-26	Proposed 2025-26 Senior Millage Expenditures
ADMINISTRATION			
Salaries – Administrative			
Executive Director (100%)	$ 53,200.00	$ 53,200.00	$ 53,200.00
Assistant Director (98%)	$ 35,880.00	$ 36,957.00	$ 36,957.00
Salaries – Support Staff			
Social Svcs Tech (98%)	$ 29,172.00	$ 15,600.00	$ 15,600.00
Office Clerk/Admin Ass't (98%)	$ 31,200.00	$ 32,136.00	$ 32,136.00
Staff Assistant (0%)	$ -	$ 5,980.00	$ 5,980.00
Kafe Chef		$ 10,140.00	
Maintenance (98%)	$ 11,700.00	$ 11,700.00	$ 11,700.00
Transporter Pool (59%)	$ 9,985.00	$ 17,407.00	$ 10,484.00
Fringes – Employer FICA	$ 13,091.00	$ 14,008.00	$ 12,703.00
SUBTOTAL	**$ 184,228.00**	**$ 197,128.00**	**$ 178,760.00**
PROGRAMMING			
Education		$ 1,500.00	$ -
Enrichment/Socialization		$ 500.00	$ -
Greenhouse		$ 2,000.00	$ -
Health & Fitness		$ 1,600.00	$ -
Meals & Banquets		$ 19,400.00	$ -
Special Projects		$ 4,000.00	$ -
Travel		$ 9,000.00	$ -
Woodshop		$ 500.00	$ -
SUBTOTAL	**$ -**	**$ 38,500.00**	**$ -**
OPERATIONS			
Facility Expense			
Cleaning		$ 3,000.00	
Grounds Maintenance		$ 600.00	
Major Repairs		$ 3,500.00	
Minor Repairs/Pest Control		$ 2,000.00	
Utilities		$ 6,500.00	
Non-Cash Donation - Mt Morris Twp		$ 76,500.00	
General & Administrative			
Advertising/Marketing		$ 500.00	
Certifications /Accreditation		$ 500.00	
Conferences / Workshops		$ 1,000.00	
Contracts/Licenses		$ 1,200.00	
Copier Lease		$ 3,500.00	
Depreciation		$ 13,000.00	
Equipment Maintenance		$ 3,000.00	
Insurances & Bonds		$ 13,000.00	
Memberships / Publications		$ 600.00	
Miscellaneous		$ 200.00	
My Senior Maintenance	$ 990.00	$ 990.00	$ 990.00
Office Supplies		$ 1,492.00	
Operating Supplies		$ 3,000.00	
Phone/ Fax/ Internet/ Web Services		$ 6,500.00	
Postage	$ 4,525.00	$ 4,100.00	$ 4,100.00
Printing	$ 5,300.00	$ 6,000.00	$ 6,000.00
Volunteer Expense		$ -	
Volunteer Mileage		$ 300.00	
Professional Services			
Accounting Services	$ 11,287.00	$ 16,480.00	$ 16,480.00
IT Services		$ 500.00	
Legal Services			
Vehicle Expense			
Vehicle Gas		$ 2,000.00	
Vehicle Maintenance		$ 3,000.00	$ -
SUBTOTAL	**$ 22,102.00**	**$ 172,962.00**	**$ 27,570.00**
EQUIPMENT PURCHASES			
Computers / Software			
Equipment Purchases			
Vehicle Purchase			$ -
			$ -
SUBTOTAL	**$ -**	**$ -**	**$ -**
TOTAL 2025-2026 AWARD EXPENDITURES	**$ 206,330.00**	**$ 408,590.00**	**$ 206,330.00**

2025-2026 SENIOR MILLAGE MONTHLY REIMBURSEMENT REQUEST

Senior Center: Krapohl Senior Center

Pay to (Operating Entity): Heart of Senior Citizen Services

Mail Address: 5473 Bicentennial Dr.

Mt. Morris, MI 48458-9406

2025-2026 SENIOR MILLAGE FUND BALANCE

2025-2026 Millage Allocation: $ 206,330.00

Funds Previously Requested $ -

Balance Remaining Prior to this Request: $ -

Time Period of Expenditures for this Request: October 1 - October 31, 2025

Total Claimed in this Request: $ -

Balance Remaining After this Request: $ - $ -

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

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number / Confirmation of Payment
ADMINISTRATION EXPENDITURES			
SUBTOTAL - ADMINISTRATION	$ -		
PROGRAMMING EXPENDITURES			
SUBTOTAL - PROGRAMMING	$ -		

ATTACHMENT B 2025-2026 SENIOR MILLAGE SENIOR CENTER MONTHLY REIMBURSEMENT REQUEST FORM

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number -- Confirmation of Payment
OPERATIONS EXPENDITURES			
SUBTOTAL - OPERATIONS	$ -		
EQUIPMENT PURCHASES EXPENDITURES			
SUBTOTAL - EQUIPMENT	$ -		
TOTAL MONTHLY EXPENDITURES	$ -		
TOTAL MONTHLY REIMBURSEMENT REQUEST	$ -		

GENESEE COUNTY
SENIOR SERVICES

County Administration Building
324 S. Saginaw St.
7th Floor - Suite 7A
Flint, Michigan 48502
(810) 424-4478

Lynn M. Radzilowski
Director

Authorization for Michigan ICHAT
(Internet Criminal History Access Tool)

Reason for ICHAT (please circle one): Employment Volunteer
Other:_____

First Name: _____ **Middle Name:** _____ **Last Name:** _____

Date of Birth: _____ **Race:** _____ **Gender:** _____

Other Last Name(s): _____
Other First Name(s): _____
Other Middle Initial: _____

Senior Center _____

I authorize the Genesee County Department of Senior Services and/or its agents to conduct a background check, including, but not limited to, the information I have indicated above. I understand that the information obtained will be used for lawful purposes only.

□ By checking this box, I authorize the Genesee County Department of Senior Services to perform annual background checks while volunteering or employed at the senior center, and I release all persons, companies, or agencies from any liability that may result from furnishing such information.

_____ _____
Signature of Applicant **Date**

_____ _____
Witness **Date**

Please return original to:

Department of Senior Services
324 S. Saginaw St.
7th Floor – Suite 7A
Flint, MI 48502

Genesee County Purchasing Regulations:

https://cms3.revize.com/revize/geneseenew/PURCHASING%20REGULATIONS%208222016.pdf

Genesee County Travel Regulations:

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

2025-2026 Levels of Service - Senior Citizen Centers

	Minimum Average Number of Activity / Service Type Provided Each Month		
Activity / Service Type	**Level 3**	**Level 2**	**Level 1**
Education	10	6	4
Health	14	10	8
Nutrition	Available	Available	Available
Transportation	Available	Available	Available
Social Services	10	6	Available
Outreach	Distribute Newsletter	Distribute Newsletter	Distribute Newsletter
Reports of Participation	MySeniorCenter	MySeniorCenter	Sign-in sheets
Volunteerism / Planning	Available	Available	Available
Support Groups	Available	Available	Not Required
Legal Services	Available	Available	Not Required
Health Screenings	Available	Available	Not Required
Unduplicated Seniors	1,000+	250+	100+

Programming Definitions

Education – A class or seminar **lead by an instructor** to show "how to do" or give information on a specific topic. Education examples but are not limited to:

Computer Classes, Craft Classes, Driver Safety Classes, Quilting or Sewing Classes, Gardening, Investments, Tech Class, Painting Classes, Music Lessons, Woodshop, Woodcarving, Diabetic Classes

Health – Services/Classes/Exercise – Programming which falls under medical services. Health examples but are not limited to:

Brain Games, Chess, Puzzles, Vaccinations, Exercise, Dance Classes, Tai Chi, Yoga, Wii Games, Podiatrist,

Chiropractor, Health Screenings (blood pressure, blood sugar, vision, hearing, etc.)

Nutrition Services – Provision for healthy meals and healthy eating, which includes but is not limited to:

Congregate Meals, Senior Center Meals, Cooking Classes, Food Pantry, Commodities, TEFAP, Senior Project Fresh, Nutrition education

Transportation – Transportation is limited to transporting older adults in Senior Center vehicles or MTA transportation set up through the senior center. A ride is considered as one way. *Example – You pick up Jan Doe at her home to the Senior Center. She has requested to go to the post office and then to her home. This would be logged as three rides*. Transportation does not include rented Motorcoach Transportation. Transportation includes but not limited to:

Grocery shopping, to/from the senior Center, Doctor/Medical appointments, Personal needs

Socialization – Programming to enhance the older adult's social experience. Socialization includes but is not limited to:

Bingo, Cards, Entertainment events, Coffee/socializing, social groups such as knitting/crocheting without

Instructor, travel programs

Social Services – Services performed (one to one) by volunteers or staff personnel. Social services include but are not limited to:

Housing information, Intake – Assessment and Referral*, Legal Services, My Bridges, Medicare Part D, MMAP, Tax Assistance, Medical Loan Closet, Support Groups*, CHAP/Social Workers, Medical Program

Registration (Genesee Health Plan Dental, Advanced Care Planning, etc.)

Outreach – Outreach includes but is not limited to:

Newsletters, Presentations/Speaking engagements regarding the Senior Center, Information and Assistance, Marketing efforts, Senior Center Website visits

Volunteerism – Unpaid service to the Senior Center, includes but are not limited to:

Center maintenance, AARP tax volunteers, Committee/Board members, Reception Desk/Greeters, Instructors, Kitchen help

** - It is understood a program may fall withing the definition of more than one area. It should be used in only one category per month.* ***Example****: you normally put line dancing in Health however, during the month of February you had plenty of events in health but needed extra in education. For the month of February, you could move line Dancing from Health and put it under Education. For unduplicated yearly statistics the event would only be used in one category.*

** - Not to be confused with Information and Assistance.*

2025-2026 Senior Millage Monthly Activity Log

Number of New Senior Participants During This Activity Period:	
Number of Duplicated Senior Participants During This Activity Period:	
Cumulative Number of Unduplicated Senior Participants Year to Date:	

Senior Center Name:	**Month:**

Education Activities			Health Activities			Nutrition Activities			Transportation Activities			Social Services			Outreach			Volunteerism/Planning		
Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Units	Activity Title	Activity Frequency	# of Hours of Service
Total Education	**0**	**0**	**Total Health**	**0**	**0**	**Total Nutrition**	**0**	**0**	**Total Transportation**	**0**	**0**	**Total Social Services**	**0**	**0**	**Total Outreach**	**0**	**0**	**Total Volunteer/ Planning**	**0**	**0**

Michigan Millers
Mutual Insurance Company
Lansing, Michigan

COMMERCIAL PACKAGE POLICY
COMMON POLICY DECLARATION

Policy Number C 0545129 04
Renewal of C 0545129

Policy Period: **From** 07/14/2025 **To** 07/14/2026
12:01 A.M. Standard Time at the Named Insured's Address

Transaction AMENDED DECLARATION
ADD COVERAGE

Effective: 07/14/2025

Named Insured and Address
HEART OF SENIOR CITIZENS INC
DBA KRAPOHL SENIOR CENTER
5473 BICENTENNIAL DR
MOUNT MORRIS MI 48458-9999

Agent
BOIS INSURANCE AGENCY INC 0021094
PO BOX 420
FLUSHING MI 48433

Telephone: 810-659-7330

Business Description	Type of Business	Audit Period
SLP - Senior Center	CORPORATION	Annual

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE PART DESCRIPTION	PREMIUM
Commercial Auto	$4,208.00
Commercial Fire	$2,858.00
General Liability	$922.00

POLICY PREMIUM	$	7,988.00
DEPOSIT PREMIUM	$	
TOTAL DEPOSIT PREMIUM	$	

Forms applicable to all Coverage Parts: See Forms and Endorsements Schedule

These Declarations together with the common policy conditions, coverage declarations, coverage form(s), and form(s) and endorsements, if any, issued, complete the above number policy.

Countersigned this Day of , By _____
Authorized Representative

Issued Date: 07/14/2025

Michigan Millers Mutual Ins. Co. P.O. Box 30060 Lansing, MI 48909-7560	**Endorsement Number:** 1
	Policy Number: C 0545129 04
	Policy Period: 07/14/2025 **to** 07/14/2026
	Effective Date of Endorsement: 07/14/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured and Mailing Address	Agent
HEART OF SENIOR CITIZENS INC DBA KRAPOHL SENIOR CENTER 5473 BICENTENNIAL DR MOUNT MORRIS MI 48458-9999	BOIS INSURANCE AGENCY INC 0021094 PO BOX 420 FLUSHING MI 48433 Telephone: 810-659-7330

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

POLICY CHANGES

☐	Insured's Name	☐	Insured's Mailing Address
☐	Policy Number	☒	Vehicle(s) Added/Deleted
☐	Effective/Expiration Date	☐	Insured's Legal Status/Business of Insured
☐	Payment Plan	☐	Premium Determination
☐	Additional Interested Parties	☒	Coverage Forms and Endorsements
☒	Limits/Exposures	☐	Deductibles
☒	Covered Property/Location Description	☐	Classification/Class Codes
☐	Rates	☐	Underlying Insurance

is (are) changed to read:

ADDED AUTO LOB AND AUTO SYMBOLS
ADDED UNIT 1 DODGE GRAND CARAVAN #2C4RDGCG7DR575365
ADDED UNIT 2 ELDORADO BUS #1FDFE4FS4JDC32179

TJF

The above amendments result in a change in the premium as follows:

☐	No Changes	☐	To be Adjusted at Audit	Additional Premium $ 4208.00	Return Premium $

Issued Date: 07/14/2025
Form IL930 (01-02)

Business Insurance Invoice

Invoice Date	05/11/2025
Policyholder	Heart Of Senior Citizen Services, Inc
Account Number	011026777300
Policy Number(s)	0994183

Heart Of Senior Citizen Services, Inc
DBA Krapohl Senior Center
5473 Bicentennial Dr
Mount Morris, MI 48458

Billing Summary

Past Due Amount	$0.00
Current Amount Due	$563.00
Current Amount Due Date	**06/01/2025**
Minimum Amount Due	**$563.00**

Your Agency is:
BGM INSURANCE AGENCY INC
(810) 235-3800
1063 W HILL RD SUITE E
FLINT, MI 48507

Total Account Balance Due *$563.00*

Your current payment plan is *Pay in Full.*

To expedite payment processing, make a secure online payment at www.thesilverlining.com or call Billing Customer Service at (800) 236-5002 to process a phone payment.
Card payments will incur a processing fee. There is no processing fee when using a bank account.

Please note that failure to pay amounts due for the current policy period may result in cancellation of coverage. Failure to pay the Minimum Amount Due for a Renewal policy means that you have rejected our policy and you have no coverage.

Please Note:

- For coverage questions or policy changes, please call the agency shown above.
- Receipt of payment does not bind coverage.
- If you pay by check, it may be converted to an electronic payment (ACH).
- Electronic payments may not appear on your bank statement the same day.
- Correspondence may be sent to West Bend Insurance Company, Attention: Billing, 1900 S. 18th Ave, West Bend, WI 53095 or emailed to Billing@wbmi.com.

Tear along line and return with payment. Please make check payable to West Bend Insurance Company.

Heart Of Senior Citizen Services, Inc
DBA Krapohl Senior Center
5473 Bicentennial Dr
Mount Morris, MI 48458

Payment Information

Account Number	011026777300
Minimum Amount Due	$563.00
Current Amount Due Date	06/01/2025
Amount Enclosed	$_____

West Bend Insurance Company
PO Box 88432
Milwaukee, WI 53288-8432

432011026777300000000056300000000563004

Current Installment Detail

Policy Number	Line of Business	Effective Date	Description	Amount
0994183	Not For Profit D&O	06/01/2025 - 06/01/2026	Premium	$563.00
			Total Invoice Due Amount	**$563.00**

Billing Activity Since Last Invoice

Date	Policy Number	Line of Business	Effective Date	Description	Amount
				Previous Balance	$563.00
05/28/2024				Payment	($563.00)
04/17/2025	0994183	Not For Profit D&O	06/01/2025 - 06/01/2026	Renewal	$563.00
				Total Account Balance	**$563.00**

Michigan Millers Mutual Ins.Co
P.O. Box 30060
Lansing, MI 48909-7560

ITEM ONE **BUSINESS AUTO COVERAGE PART DECLARATION**

Policy Number C 0545129 04
Renewal of C 0545129

Policy Period **From** 07/14/2025 **To** 07/14/2026
12:01 A.M. Standard Time at the Named Insured's Address

Transaction AMENDED DECLARATION
ADD COVERAGE

Effective: 07/14/2025

Named Insured and Address
HEART OF SENIOR CITIZENS INC
DBA KRAPOHL SENIOR CENTER
5473 BICENTENNIAL DR
MOUNT MORRIS MI 48458-9999

Agent
BOIS INSURANCE AGENCY INC 0021094
PO BOX 420
FLUSHING MI 48433

Telephone: 810-659-7330

Business Description	Type of Business	Audit Period
SLP - Senior Center	CORPORATION	Annual

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each coverage will apply only to those "autos" shown as covered "autos", indicated by the entry of one or more symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTO SYMBOLS	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	7	1,000,000 per accident	$2,074.00
PERSONAL INJURY PROTECTION (or equivalent No-fault coverage)	5	Separately stated in each PIP endorsement minus 0 Deductible. See Supplemental Dec for NY.	$244.00
ADDED PERSONAL INJURY PROT. (or equivalent added No-fault coverage)		Separately stated in each Added PIP endorsement See Supplemental Dec for NY.	
PROPERTY PROTECTION INS. (Michigan only)	7	Separately stated in the P.P.I. endorsement minus Deductible	$66.00
AUTO MEDICAL PAYMENTS		Each Insured	
UNINSURED MOTORISTS (not applicable in New York)	7	1,000,000 Each Accident	$136.00
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage) (not applicable in New York)		Each Accident	
PHYSICAL DAMAGE COMPREHENSIVE	7	Actual Cash Value or Cost of Repair, whichever is less, minus the Deductible stated in the Schedule of Covered Autos for each covered auto, but no Deductible applies to loss caused by lightning or fire. See ITEM FOUR for hired or borrowed "autos".	$356.00
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS		Actual Cash Value or Cost of Repair, whichever is less, minus $25 Deductible for each covered auto for loss caused by Mischief or Vandalism. See ITEM FOUR for hired or borrowed "autos".	
PHYSICAL DAMAGE COLLISION	7	Actual Cash Value or Cost of Repair, whichever is less, minus the Deductible stated in the Schedule of Covered Autos for each covered auto. See ITEM FOUR for hired or borrowed "autos".	$1,140.00
PHYSICAL DAMAGE TOWING AND LABOR (not available in California)		for each disablement of a private passenger "auto"	

WARNING – when a named excluded person operates a vehicle all liability coverage is void – no one is insured. Owners of the vehicle and others legally responsible for the acts of the named excluded person remain fully personally liable.
The person operating the motor vehicle or motorcycle as to which he or she was named as an excluded operator is not entitled to be paid personal injury protection insurance benefits.

Premium for Endorsements	$ 28.00
Taxes and Surcharges*	$ 164.00
Estimated Total Premium	$ 4,208.00

***See Taxes and Surcharges Schedule for Details**

Forms and Endorsements Applicable to this policy

See Forms and Endorsements Schedule

Issued Date: 07/14/2025

Michigan Millers Mutual Ins.Co
P.O. Box 30060
Lansing, MI 48909-7560

Policy Number: C 0545129 04
AMENDED DECLARATION
Named Insured:
HEART OF SENIOR CITIZENS INC

BUSINESS AUTO

ITEM THREE: SCHEDULE OF COVERED AUTOS YOU OWN

	DESCRIPTION		PURCHASED		LOCATION	
Unit #	Year, Make & Model, Serial No. or Vehicle Identification Number		Original Cost New	Actual Cost & NEW (N) USED (U)	State	Territory
1	2013 DODGE GRAND CARAVAN	2C4RDGCG7DR575365	$28,795		MI	018
2	2018 ELDORADO BUS	1FDFE4FS4JDC32179	$60,000		MI	018

	CLASSIFICATION							
					Primary Rating Factor			
Unit #	Code	Radius of Operation	Business Use	Size GVW, GCW or Seating Capacity	Liability	Physical Damage	Secondary Rating Factor	Age Group
1	03299	Intermediate	Commercial	0-10,000 GVW	1.50000	1.15000	0.00000	13
2	23299	Intermediate	Commercial	10,001-20,000 GVW	1.60000	0.90000	0.00000	8

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES *

Unit #	LIABILITY		PERS INJURY PROT		ADDED PIP	PROP PROT (Mich. only)	
	Limit	Premium	Limit stated in each PIP Endorsement minus deductible shown below	Premium	Limit stated in each Added PIP Endorsement Premium	Limit stated in P. P. I. Endorsement minus deductible shown below	Premium
1	$1,000,000	$1,004		$122			$33
2	$1,000,000	$1,070		$122			$33
Total		$2,074		$244			$66

COVERAGES - PREMIUM, LIMITS AND DEDUCTIBLES * (Cont.)

Unit #	AUTO MED PAY		COMPREHENSIVE		SPECIFIED CAUSES OF LOSS		COLLISION		TOWING & LABOR	
	Limit	Premium	Limit stated in ITEM TWO minus deductible shown below	Premium	Limit stated in ITEM TWO minus deductible shown below	Premium	Limit stated in ITEM TWO minus deductible shown below	Premium	Per Disablement Limit	Premium
1			$500	$173			$1,000	$454B		
2			$500	$183			$1,000	$686B		
Total				$356				$1,140		

***Absence of a deductible or limit entry in any column means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.**

Issued Date: 07/14/2025

Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2043 **Agenda Date:** 8/13/2025 **Agenda #:** 13.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of an agreement between Genesee County and the City of Linden, in an amount not to exceed $206,330.00, to provide for the operations of the Loose Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

BOARD ACTION REQUESTED:

Approval of the contract between Genesee County and the City of Linden (Loose Senior Center) for the fiscal year 2025-2026 in the amount not to exceed $206,330.00.

BACKGROUND:

This annual contract allows the senior centers to receive reimbursement for approved budgeted monthly expenses from the Genesee County Senior Millage

DISCUSSION:

The City of Linden is a local unit of government that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community at the Loose Senior Center.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. #2231-691.00-867.012

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of seniors, by funding programs and services that promote health, safety, and high quality of life. The

contracts additionally support the provision of free services to seniors that directly impact their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 contract between Genesee County and the City of Linden to fund the Loose Senior Center for the term commencing October 1, 2025, through September 30, 2026, in an amount not to exceed $206,330.00 to be paid from account #2231-691.00-867.012, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

CONTRACT BETWEEN

The County of Genesee,
a Municipal Corporation,
Acting By and Through
Genesee County Department of Senior Services
324 South Saginaw Street, Suite 7A
Flint, Michigan 48502

And

City of Linden
132 East Broad Street
Linden, Michigan 48451
A Local Unit of Government
hereinafter referred to as the "OPERATING ENTITY,"
the entity operating the **Loose Senior Center,**
hereinafter referred to as the "Senior Center" or "**CENTER."**
The COUNTY and OPERATING ENTITY together hereinafter referred to as the
"PARTIES."

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

WHEREAS, the Genesee County Board of Commissioners adopted a 2025-2026 Senior Millage – Senior Center Program ("Program") budget with the objective of providing Senior Citizen Services Millage (the "Senior Millage") funds to county senior centers for the purpose of increasing and enhancing senior citizen services, beyond those offered by senior centers prior to the Senior Millage, with funding from the Senior Millage previously authorized by the electorate of Genesee County; and

WHEREAS the objective of the Senior Millage is to fund services that improve the health, safety, and quality of life for Genesee County residents aged 60 years or older; and

WHEREAS Genesee County hereinafter referred to as the "COUNTY" is responsible for administering and expending the Senior Millage as adopted and amended by the Genesee County Board of Commissioners, and for assuring compliance with Program requirements; and

WHEREAS the OPERATING ENTITY operates a CENTER that has been designated as a preferred focal point for comprehensive and coordinated service to seniors in Genesee County; and

WHEREAS the OPERATING ENTITY has adequately represented in its application to the COUNTY that it intends to undertake or continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, because the objectives of the Program coincide with the objectives of the OPERATING ENTITY, the two parties have, therefore, entered this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, the parties agree as follows:

1. The Contract term commences on October 1, 2025, and continues through September 30, 2026. The Contract is effective upon approval by the Genesee County Board of Commissioners.

   The County has the option to extend this Contract for one (1) additional one-year term (the "Extension Term"). The Senior Services Director is authorized to execute the Extension Term on behalf of Genesee County.

2. The OPERATING ENTITY agrees to accept the terms of this Contract and those stated in its submitted application for Senior Millage funding and further agrees to perform the services described in this Contract, the Center's application, and in the attachments listed below, all of which are incorporated by reference to this Contract:

Attachment A:	2025-2026 Senior Millage – Senior Center Program Budget & Revenue Sheet
Attachment B:	2025-2026 Senior Millage – Senior Center Program Monthly Reimbursement Request Form
Attachment C:	ICHAT Form
Attachment D:	Genesee County Senior Services Purchasing Regulations and Genesee County Travel Regulations
Attachment E:	Levels of Monthly Service and Programming Definitions
Attachment F:	Monthly MySeniorCenter Activity log report

   This document governs if a conflict exists between this document and those incorporated by reference or the application.

3. The OPERATING ENTITY agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure that the use of Senior Millage funds complies with all 2025-2026 Senior Millage – Senior Center Program requirements, and further agrees to perform within the policies applicable to program requirements stated:

   a. Senior Centers shall continue to provide the level of service to maintain the associated funding level. For centers failing to meet the benchmarks for two consecutive months following notification, the funding may be reduced to the dollar amount calculated for the level of service.

b. Senior Centers may solicit and accept funds such as donations from many sources including foundations, the public or private sector, individuals, fundraiser events, and other activities, to enhance center programming and operations. Membership fees may also be classified as donations if the service included as part of the fee is offered by the senior center to seniors who choose to not purchase a membership. A center's request for donations shall not be directly tied to the provision of a millage-supported service nor shall a donation result in undue influence over a center for the donating party's private or personal interests. The OPERATING ENTITY shall, within 30 days of receipt of funds, disclose to Genesee County all funds received as alternate sources of income, including donations, membership fees, and revenue.

4. The COUNTY agrees to award the OPERATING ENTITY a total amount not to exceed $206,330.00 for the full term of the Contract for support of services for seniors through the expenditures described in the approved budget submitted by the OPERATING ENTITY, Attachment A to this Contract, said amount to be disbursed and reimbursed as stated in paragraphs 5 of this Contract; subject, however, to limitations contained in this Contract as to the use of Senior Millage funds and possible termination of the Contract due to failure to comply with Program requirements. This Operating Entity is awarded $206,330.00 and is funded at Level 3.

5. The OPERATING ENTITY shall submit to the COUNTY monthly Reimbursement Request Reports, using the format provided in Attachment B of this Contract. All 2025-2026 Program funds will be reimbursed by the COUNTY to the OPERATING ENTITY based on approval of monthly reimbursement requests as documented by invoices and other supporting documentation. Monthly supporting documentation includes the following but is not intended to be all-inclusive: time sheets, copies of payroll/invoices, bank statements, canceled checks, credit card statements, and profit and loss statements. Monthly reimbursement payments will begin in November 2025 for October reimbursements, or as soon thereafter as requests are submitted and approved.

   a. The total amount of fees collected for any program, class, or event for which Senior Millage reimbursement is sought shall be noted on the reimbursement request and deducted from the submitted cost.

   b. All operating and equipment expenditure reimbursement requests for credit and/or debit card purchases must be made using a card issued in the name of the senior center or the municipality under the governing body. Each reimbursement request must include a copy of the full credit or debit card invoice and a copy of the issued check.

   c. OPERATING ENTITY shall not be reimbursed for any reimbursement request including a receipt or invoice in which a portion of the receipt or invoice has been redacted, obscured, or blacked out.

6. The OPERATING ENTITY agrees to purchase, maintain, and utilize MySeniorCenter software for intake, compiling, and reporting of attendance and programming statistics. All users will complete and sign the MySeniorCenter policy before access is given to the database. A monthly activity report provided in Attachment F must be submitted no later than the 5th of every month.

7. 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. The COUNTY may, at its discretion and upon reasonable notice, require the OPERATING ENTITY to complete reports additional to those attached to this Contract regarding the CENTER'S expenses and activities.

8. The following criteria apply for reimbursements:

    a. The monthly reimbursement will not exceed 1/12 of the total funding award unless the Operating Entity has obtained prior approval from the Department of Senior Services. If the Center or Operating Entity is found to be in noncompliance, reimbursement requests may not receive approval until the concern (s) of non-compliance are corrected to the satisfaction of the County.

    b. 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.

    c. Senior Millage funds may not be used to buy gifts or gift cards for employees, interns, senior citizen participants, or board members. Senior Millage funds cannot be used for volunteer or intern stipends, or housing.

    d. All requested reimbursement receipts for this Contract term must be received by the Department of Senior Services by October 31, 2026, including utility payments. Receipts received after this date will not be reimbursed. Submitted items must be invoices or receipts; purchase orders are not reimbursable.

    e. Subject to subparagraph 8d above, reimbursement requests must be submitted within 90 days of the date of service of the activity for which reimbursement is sought, or within 45 days of the date of invoice or receipt, whichever occurs later. Exceptions apply to requests related to annual bills, memberships, or services extending beyond the current fiscal year. This includes but is not limited to payroll, utility bills, phone bills, software subscriptions, memberships, service contracts, trainings

or conferences, and credit card purchases. The remaining portions of the reimbursement requests may be submitted at the start of the following fiscal year.

f. Monthly reimbursement requests can include no more than two months of supplies for the center, including office, operating, or food supplies.

g. All equipment purchases and any facility improvements must be purchased and/or completed by August 2026, to allow Department of Senior Service staff to confirm purchases and improvements before the end of the fiscal year.

h. Senior Millage funds may not be used to purchase daily meals for the senior center without prior approval from the Department of Senior Services.

9. The OPERATING ENTITY agrees to document all revenue. Monetary transactions (cash or check) must be documented, and a receipt issued. Keep documentation related to revenue such as receipts on-site at the CENTER for review by the Department of Senior Services.

10. The OPERATING ENTITY 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. All budget adjustments must be approved by the Department of Senior Services, not to exceed $29,999,99. The Board of Commissioners' approval is required for budget amendments over the amount of $30,000.

11. The OPERATING ENTITY agrees to provide to all Genesee County senior residents aged 60 and over wishing to use services at the CENTER, without any fee differential based on where within the County the senior citizen resides, and a minimum of activities per month for Level 3 and Level 2, respectively for the following services: educational programs (10, 6); health programs (14, 10); and social services (10, 6). Each center will continue support groups, legal services, and health screenings. By March 31, 2025, each center must reach 90% of its required yearly unduplicated count. Level 3 – 1,000: 900; Level 2 – 250: 225.

12. The OPERATING ENTITY agrees to offer and have available daily, congregate meals and/or nutritional programs; transportation services which may be provided by the CENTER or through the Mass Transportation Authority.

13. The OPERATING ENTITY agrees to adhere to senior programming, state, and federal guidelines, and regulations, including but not limited to meal regulations.

14. The OPERATING ENTITY agrees to employ a full-time, on-site Director of the CENTER.

15. The OPERATING ENTITY agrees to keep the CENTER open and accessible to seniors a minimum of forty (40) hours; 5 days per week, except for County or State recognized holidays or other local units of government-approved building closures. Programming must be scheduled for a minimum of forty (40) hours per week.

16. The OPERATING ENTITY agrees to implement the 2025-2026 Program in accordance with the projected budget contained in its application and included as Attachment A to this Contract, subject to any prior approval limitations set forth therein.

17. The OPERATING ENTITY agrees to implement appropriate and adequate methods to evaluate and report on its operational and programmatic performance, including, but not limited to, individual activity participation numbers of seniors, financial record keeping, revenue and expenditures incurred, local maintenance of effort commitments and other applicable supportive documentation of expenditures supported by 2025-2026 Program funds.

18. The OPERATING ENTITY agrees to perform criminal background checks annually 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. See Attachment C. 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 Operating Entity agrees to perform yearly criminal background checks on all board members. See Attachment C. The OPERATING ENTITY 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.

19. The OPERATING ENTITY agrees to perform tests for tuberculosis for all paid staff and volunteer workers who will have direct contact with food preparation and/or distribution tasks and shall submit to the COUNTY proof of said tests within 15 days of their commencement. All other paid staff and volunteers are only required to have a tuberculosis test at the time of hire. It is recommended that all paid staff and volunteers are tested for tuberculosis on an annual basis. The OPERATING ENTITY further agrees that individuals having positive test results will not be permitted to continue in such functions.

20. The OPERATING ENTITY agrees to perform face-to-face CPR/FIRST AID and AED training for all paid staff and contracted employees (excluding instructors and seasonal workers) and shall submit to the COUNTY proof of training within 30 days of their commencement. The OPERATING ENTITY agrees to have on-site an AED machine.

21. The OPERATING ENTITY agrees to comply with mandatory fire, safety, public health codes and standards and local building codes, and to provide annually evidence of continued compliance with current documentation, certifications and/or licenses, as applicable.

22. The OPERATING ENTITY agrees to include the **exact** statement and the Genesee County logo in all printed materials, newsletter, program and registration materials, special events, center's website, advertisements, program presentations, 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.***"

23. The OPERATING ENTITY agrees to email the monthly newsletter by the 5th of each month to the Department of Senior Services. The OPERATING ENTITY also agrees to allow the Department of Senior Services or their Commissioner to place an ad in the newsletter six times per year with statistics or correspondence concerning programs funded by the Senior Millage.

24. The OPERATING ENTITY shall complete the expenditures described in its approved budget (Attachment A of this Contract) no later than the end of the Program Year, September 30, 2026.

25. The OPERATING ENTITY acknowledges that, at any time, the COUNTY may withhold payment of reimbursements if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with any Program requirements. In addition, any funds provided pursuant to the 2025-2026 Program are subject to repayment to the COUNTY if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with Program requirements at any time during the 2025-2026 Program period or a prior period.

26. The COUNTY may terminate this Contract without notice at any time during the Contract term if it determines that the OPERATING ENTITY has failed to

substantially comply with Contract requirements. At the COUNTY'S option, the OPERATING ENTITY may be given fourteen (14) days' notice and the opportunity to cure the deficiencies in its Program. Furthermore, this Contract may be terminated by the County for any reason related to changing objectives of the Senior Services Program or due to diminution of funds by giving the OPERATING ENTITY written notice of the effective date of termination. All costs and liabilities associated with this Contract will cease as of the effective date of termination. Requests for funding for costs up to that date will be subject to the COUNTY assessment of acceptability.

27. This Contract may be modified by the parties only by a written document signed by authorized representatives.

28. The OPERATING ENTITY agrees that, during its tenure and for one year thereafter, none of its members, officers, or employees who exercise any functions or responsibilities with respect to the performance of the activities which are subject to this Contract shall have any interest, direct or indirect, in any subcontract or the proceeds thereof for work to be performed in connection with this Contract. The OPERATING ENTITY further agrees to incorporate a provision prohibiting such interest in all subcontracts regarding the performance of such activities.

29. The OPERATING ENTITY agrees that no individual who serves as a member of the governing board or is a member of a Board Committee or advisory committee may be employed as a staff member during his/her term of office. The OPERATING ENTITY further agrees that no Senior Millage funds shall be used to pay for the services of any employee or contractor who is a member of the immediate family of a member of the OPERATING ENTITY's governing board or of the director of the CENTER unless the individual was hired before the year 2006 and has been in continuous employment with the CENTER since being hired. A member of an immediate family shall include any of the following persons: Husband, Wife, Father Father-in-law, Mother, Mother-in-law, Sister, Sister-in-law, Brother, Brother-in-law, Son, Son-in-law, Daughter, Daughter-in-law, niece, nephew, grandchildren, aunt, uncle, cousin, stepparent, step-sibling, or domestic partner.

30. The OPERATING ENTITY agrees that no individual who serves as a member of the OPERATING ENTITY's governing board or is a member of a board committee or advisory committee will receive any payment for services from the OPERATING ENTITY.

31. The OPERATING ENTITY agrees that the Director of the CENTER will be an employee of the OPERATING ENTITY and will not hold a voting position on the governing board of the OPERATING ENTITY. The OPERATING ENTITY further agrees that the Director shall have no authority regarding the selection, evaluation, nomination, appointment, or election of any member of the governing board. It shall be the responsibility of the governing board to review and approve decisions by the Director.

32. The OPERATING ENTITY and its employees are not Genesee County employees.

33. The OPERATING ENTITY shall comply with all federal, state, or local laws, regulations and standards, processes, and any amendments thereto, as they may apply to the performance of this Contract.

34. The OPERATING ENTITY agrees to adhere to its own procurement standards or, in the absence of such acceptable standards, to the Genesee County Senior Services Purchasing Regulations as set forth in Attachment D to this Contract. The OPERATING ENTITY 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 D to this Contract. Notwithstanding the preceding, no reimbursements for overnight travel or travel outside of Genesee County shall be made from Senior Millage funds without prior approval of the Genesee County Board of Commissioners. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.

35. The OPERATING ENTITY agrees to allow the COUNTY to enter a contract with a firm to administer an annual Audited Financial Report of the CENTER operations. It is understood that a copy of the audit is required as part of the application for funding. No reimbursements for the performance period of this Contract will be made prior to a copy of the audit being provided. The OPERATING ENTITY shall submit a copy of the filed 990, 1099, and W-2 forms for the current year.

36. The OPERATING ENTITY 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 events of the senior center in a non-candidate capacity.

vii. Supporting the Senior Millage

37. The OPERATING ENTITY 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 in one instance, shall not constitute automatic future waiver regarding the requirements of this paragraph. 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 $250.00 or more per unit. Equipment purchases not included in the submitted budget are automatically unapproved unless a formal budget amendment is submitted to the Senior Services Director.

38. The OPERATING ENTITY 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 OPERATING ENTITY 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 OPERATING ENTITY of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.

39. The OPERATING ENTITY shall indemnify, defend, and hold harmless the COUNTY against any and all expenses and liability of any kind which the

COUNTY may sustain, incur, or be required to pay to arise out of this Contract; provided, however, that the provision of this paragraph shall not apply to liabilities or expenses caused by, or resulting from, the willful or negligent acts or omissions of the COUNTY or any of its officers or employees. Further, in the event the OPERATING ENTITY becomes involved in, or is threatened with, litigation related to this Contract, or the activities supported by the 2025-2026 Senior Millage – Senior Center Program, the OPERATING ENTITY shall immediately notify the COUNTY, wherein the COUNTY may enter into such litigation to protect the interests of the COUNTY as they may appear.

40. The OPERATING ENTITY shall not discriminate against any employee or applicant for employment with respect to hiring, 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 (including, but not limited to, pregnancy, sexual orientation, or gender identity), disability, marital status, height, weight, or genetic information.

41. The OPERATING ENTITY agrees that the COUNTY may, at reasonable times and without notice, visit and inspect the CENTER and discuss or survey the CENTER'S activities with seniors who agree to participate.

42. The OPERATING ENTITY gives the COUNTY, or any other representatives designated by the COUNTY, the right to visit the CENTER at reasonable times and without notice, to examine all records, books, and papers related to the performance of activities which are the subject of this Contract.

43. The OPERATING ENTITY acknowledges that the COUNTY as a public body is 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 OPERATING ENTITY 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.

44. 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.

45. The Contract Administrator of this Contract is the Senior Services Director, Lynn M. Radzilowski. Obligations of or to the COUNTY in this Contract will be performed by or provided to, the Contract Administrator, or her designee.

The individual or officer signing this Contract certifies by their name that they are authorized to sign this Contract on behalf of the responsible governing board, official, entity, or contractor.

COUNTY OF GENESEE

By:_____
Delrico Loyd, Chairperson
Genesee County Board of Commissioners

_____
Date

CITY OF LINDEN

By:_____
Ellen Glass, City Manager
City of Linden

_____
Date

Attachment A for Contract: 2025 - 2026 Budget and Administration

	2024-2025 Budget Revenue	2025-2026 Proposed Revenue
Name of Senior Center:		
Name of Senior Center: Loose Senior Center		
Genesee County Senior Millage	$ 206,330.00	$ 206,330.00
SUBTOTAL	**$ 206,330.00**	
General Fund		
Local School District	$ -	$ -
Local Special Millage	$ 50,000.00	$ 50,000.00
In-Kind Value		
LEASE/		
VAN GAS		
	$ -	$ -
Federal CDBG	$ -	$ 92,659.00
State of Mich. Office of Services to the Aging	$ -	$ -
Michigan Department of Transportation	$ -	$ -
Valley Area Agency on Aging	$ -	$ -
Private Contributions/Donations	$ 15,000.00	$ 15,000.00
Special Projects Grants	$ 5,800.00	
	$ 100,000.00	
	$ -	$ -
	$ -	$ -
Program Service Fees	$ 22,000.00	$ 29,000.00
Travel	$ 90,000.00	$ 115,000.00
Rental Income		$ 1,000.00
Interest Income		
Membership		
Newsletter Fees	$ -	$ 4,930.00
Fundraising Events	$ 1,000.00	$ 1,000.00
Other Revenue Sources		
MEMORIALS/COMMISSIONS		
SUBTOTAL	**$ 283,800.00**	**$ 308,589.00**
		$ -
Total Revenue	**$ 490,130.00**	**$ 308,589.00**
Identify the supporting Local Unit of Government(s):		

Name of Center: Loose Senior Center	FY 2024-2025 Senior Millage Budget	Proposed FY 2025-2026 Senior Center Budget Expenditures - Senior Millage
ADMINISTRATION		
Salaries – Administrative	-	-
Director	33,500.00	36,000.00
Salaries – Support Staff	-	-
Reception	35,000.00	35,000.00
Special Event Coordinator	35,000.00	35,000.00
Maintenance		23,000.00
Program Coordinator	38,000.00	38,000.00
Fringes -- Employer FICA	10,000.00	12,500.00
Fringes – Medical	-	11,900.00
Fringes – Other	1,000.00	2,000.00
SUBTOTAL	**152,500.00**	**193,400.00**
OPERATIONS		
Facility/Grounds/Equipment Maintenance/Cleaning/Etc	7,770.00	-
Insurance & Bonds	1,000.00	-
Bank Fees	100.00	-
Office/Operating Supplies	3,000.00	-
Accounting	6,000.00	-
Admin Services-City of Linden	8,000.00	-
Telephone/Internet/ Security/IT Support	3,000.00	-
Business/Health Department License	200.00	-
Consumers & Water	6,000.00	11,870.00
Waste Management	2,500.00	-
Newsletter	12,000.00	-
SUBTOTAL	**49,570.00**	**11,870.00**
PROGRAMMING		
Senior Outreach	700.00	
Senior Activity Expense	2,500.00	-
SUBTOTAL	**3,200.00**	**-**
COMPUTERS SOFTWARE		
XAVUS SOLUTIONS	1,060.00	1,060.00
	-	-
SUBTOTAL	**1,060.00**	**1,060.00**
TOTAL AWARD EXPENDITURES	**206,330.00**	**206,330.00**

2025-2026 SENIOR MILLAGE MONTHLY REIMBURSEMENT REQUEST

Senior Center: Loose Senior Citizens Center

Pay to (Operating Entity): Loose Senior Citizens Center

Mail Address: 707 N. Bridge St.

Linden, MI 48451-9652

2025-2026 SENIOR MILLAGE FUND BALANCE

2025-2026 Millage Allocation: $ 206,330.00

Funds Previously Requested $ -

Balance Remaining Prior to this Request: $ -

Time Period of Expenditures for this Request: October 1 - October 31, 2025

Total Claimed in this Request: $ -

Balance Remaining After this Request: $ - $ -

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

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number / Confirmation of Payment
ADMINISTRATION EXPENDITURES			
SUBTOTAL - ADMINISTRATION	$ -		
PROGRAMMING EXPENDITURES			
SUBTOTAL - PROGRAMMING	$ -		

ATTACHMENT B 2025-2026 SENIOR MILLAGE SENIOR CENTER MONTHLY REIMBURSEMENT REQUEST FORM

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number -- Confirmation of Payment
OPERATIONS EXPENDITURES			
SUBTOTAL - OPERATIONS	$ -		
EQUIPMENT PURCHASES EXPENDITURES			
SUBTOTAL - EQUIPMENT	$ -		
TOTAL MONTHLY EXPENDITURES	$ -		
TOTAL MONTHLY REIMBURSEMENT REQUEST	$ -		

GENESEE COUNTY
SENIOR SERVICES

County Administration Building
324 S. Saginaw St.
7th Floor - Suite 7A
Flint, Michigan 48502
(810) 424-4478

Lynn M. Radzilowski
Director

Authorization for Michigan ICHAT
(Internet Criminal History Access Tool)

Reason for ICHAT (please circle one): Employment Volunteer
Other:_____

First Name: _____ **Middle Name:** _____ **Last Name:** _____

Date of Birth: _____ **Race:** _____ **Gender:** _____

Other Last Name(s): _____
Other First Name(s): _____
Other Middle Initial: _____

Senior Center _____

I authorize the Genesee County Department of Senior Services and/or its agents to conduct a background check, including, but not limited to, the information I have indicated above. I understand that the information obtained will be used for lawful purposes only.

□ By checking this box, I authorize the Genesee County Department of Senior Services to perform annual background checks while volunteering or employed at the senior center, and I release all persons, companies, or agencies from any liability that may result from furnishing such information.

_____ _____
Signature of Applicant **Date**

_____ _____
Witness **Date**

Please return original to:

Department of Senior Services
324 S. Saginaw St.
7th Floor – Suite 7A
Flint, MI 48502

Genesee County Purchasing Regulations:

https://cms3.revize.com/revize/geneseenew/PURCHASING%20REGULATIONS%208222016.pdf

Genesee County Travel Regulations:

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

2025-2026 Levels of Service - Senior Citizen Centers

	Minimum Average Number of Activity / Service Type Provided Each Month		
Activity / Service Type	**Level 3**	**Level 2**	**Level 1**
Education	10	6	4
Health	14	10	8
Nutrition	Available	Available	Available
Transportation	Available	Available	Available
Social Services	10	6	Available
Outreach	Distribute Newsletter	Distribute Newsletter	Distribute Newsletter
Reports of Participation	MySeniorCenter	MySeniorCenter	Sign-in sheets
Volunteerism / Planning	Available	Available	Available
Support Groups	Available	Available	Not Required
Legal Services	Available	Available	Not Required
Health Screenings	Available	Available	Not Required
Unduplicated Seniors	1,000+	250+	100+

Programming Definitions

Education – A class or seminar **lead by an instructor** to show "how to do" or give information on a specific topic. Education examples but are not limited to:

Computer Classes, Craft Classes, Driver Safety Classes, Quilting or Sewing Classes, Gardening, Investments, Tech Class, Painting Classes, Music Lessons, Woodshop, Woodcarving, Diabetic Classes

Health – Services/Classes/Exercise – Programming which falls under medical services. Health examples but are not limited to:

Brain Games, Chess, Puzzles, Vaccinations, Exercise, Dance Classes, Tai Chi, Yoga, Wii Games, Podiatrist,

Chiropractor, Health Screenings (blood pressure, blood sugar, vision, hearing, etc.)

Nutrition Services – Provision for healthy meals and healthy eating, which includes but is not limited to:

Congregate Meals, Senior Center Meals, Cooking Classes, Food Pantry, Commodities, TEFAP, Senior Project Fresh, Nutrition education

Transportation – Transportation is limited to transporting older adults in Senior Center vehicles or MTA transportation set up through the senior center. A ride is considered as one way. *Example – You pick up Jan Doe at her home to the Senior Center. She has requested to go to the post office and then to her home. This would be logged as three rides*. Transportation does not include rented Motorcoach Transportation. Transportation includes but not limited to:

Grocery shopping, to/from the senior Center, Doctor/Medical appointments, Personal needs

Socialization – Programming to enhance the older adult's social experience. Socialization includes but is not limited to:

Bingo, Cards, Entertainment events, Coffee/socializing, social groups such as knitting/crocheting without

Instructor, travel programs

Social Services – Services performed (one to one) by volunteers or staff personnel. Social services include but are not limited to:

Housing information, Intake – Assessment and Referral*, Legal Services, My Bridges, Medicare Part D, MMAP, Tax Assistance, Medical Loan Closet, Support Groups*, CHAP/Social Workers, Medical Program

Registration (Genesee Health Plan Dental, Advanced Care Planning, etc.)

Outreach – Outreach includes but is not limited to:

Newsletters, Presentations/Speaking engagements regarding the Senior Center, Information and Assistance, Marketing efforts, Senior Center Website visits

Volunteerism – Unpaid service to the Senior Center, includes but are not limited to:

Center maintenance, AARP tax volunteers, Committee/Board members, Reception Desk/Greeters, Instructors, Kitchen help

** - It is understood a program may fall withing the definition of more than one area. It should be used in only one category per month.* ***Example****: you normally put line dancing in Health however, during the month of February you had plenty of events in health but needed extra in education. For the month of February, you could move line Dancing from Health and put it under Education. For unduplicated yearly statistics the event would only be used in one category.*

** - Not to be confused with Information and Assistance.*

2025-2026 Senior Millage Monthly Activity Log

Number of New Senior Participants During This Activity Period:	
Number of Duplicated Senior Participants During This Activity Period:	
Cumulative Number of Unduplicated Senior Participants Year to Date:	

Senior Center Name:	**Month:**

Education Activities			Health Activities			Nutrition Activities			Transportation Activities			Social Services			Outreach			Volunteerism/Planning		
Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Units	Activity Title	Activity Frequency	# of Hours of Service
Total Education	**0**	**0**	**Total Health**	**0**	**0**	**Total Nutrition**	**0**	**0**	**Total Transportation**	**0**	**0**	**Total Social Services**	**0**	**0**	**Total Outreach**	**0**	**0**	**Total Volunteer/ Planning**	**0**	**0**

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? New for FY 2025-2026

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.

michigan municipal league

Liability & Property Pool

RENEWAL CERTIFICATE

IN CONSIDERATION FOR PREMIUM PAID, AND SUBJECT TO ALL OF THE TERMS OF THE EXPIRING COVERAGE DOCUMENT AND ANY ENDORSEMENTS ATTACHED HERETO, WE AGREE TO RENEW YOUR COVERAGES AS STATED IN THIS CERTIFICATE. THESE COVERAGES ARE PROVIDED IN ACCORDANCE WITH THE INTERGOVERNMENTAL CONTRACT WHICH FORMS THE LEGAL BASIS FOR THE OPERATION OF THE POOL.

Contract Number: MML1054420505 **Renewal of Number:** MML1054420504

Pool Member: City of Linden

Mailing Address: 132 E. Broad St., PO Box 507
Linden, MI 48451

Coverage Period From: 10/1/2024 **To:** 10/1/2025
(12:01 A.M. Standard time at your mailing address shown above)

Liability Coverage Parts	Limit of Liability	Deductible
Municipal General Liability Coverage	$5,000,000	$0
Public Officials Liability Coverage	$5,000,000	$0
Law Enforcement Liability Coverage	$5,000,000	$0
Employee Benefit Liability Coverage	$1,000,000	$0
Automobile Liability Coverage	$5,000,000	$0
Comprehensive and Collision Coverage	Per Schedule	Per Schedule
Combined Liability Policy Limit	**$5,000,000**	
Cyber Liability and Data Breach Response Coverage (CYB1054420505)	Per Declarations	Per Declarations

The Combined Liability Policy Limit is the most we will pay regardless of the number of Coverage Parts under which coverage may be sought.

COVERAGE UNDER THIS CONTRACT IS:

☒ As amended by revised schedule(s) attached.

☒ As amended by endorsement(s): ADD: MMP101 (01/11) , MML23 (07/11) , MML307 (12/16)

BY: _____ DATE: 09/23/2024
(Authorized Representative)

Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2044 **Agenda Date:** 8/13/2025 **Agenda #:** 14.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of an agreement between Genesee County and Montrose Township, in an amount not to exceed $137,923.00, to provide for the operations of the Montrose Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

BOARD ACTION REQUESTED:

Approval of the contract between Genesee County and the Township of Montrose (Montrose Senior Center) for the fiscal year 2025-2026 in the amount not to exceed $137,923.00.

BACKGROUND:

This annual contract allows the senior centers to receive reimbursement for approved budgeted monthly expenses from the Genesee County Senior Millage.

DISCUSSION:

The Township of Montrose is a local unit of government that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community at the Montrose Senior Center.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. #2231-691.00-867.014

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of seniors, by funding programs and services that promote health, safety, and high quality of life. The

contracts additionally support the provision of free services to seniors that directly impact their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 contract between Genesee County and the Township of Montrose to fund the Montrose Senior Center for the term commencing October 1, 2025, through September 30, 2026, in an amount not to exceed $137,923.00 to be paid from account #2231-691.00-867.014, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

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.**

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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

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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.

CONTRACT BETWEEN

The County of Genesee,
a Municipal Corporation,
Acting By and Through
Genesee County Department of Senior Services
324 South Saginaw Street, Suite 7A
Flint, Michigan 48502

And

Township of Montrose
11444 North Seymour Road
Montrose, Michigan 48457
A Local Unit of Government
hereinafter referred to as the "OPERATING ENTITY,"
the entity operating the **Montrose Senior Center,**
hereinafter referred to as the "Senior Center" or "**CENTER."**
The COUNTY and OPERATING ENTITY together hereinafter referred to as the
"PARTIES."

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

WHEREAS, the Genesee County Board of Commissioners adopted a 2025-2026 Senior Millage – Senior Center Program ("Program") budget with the objective of providing Senior Citizen Services Millage (the "Senior Millage") funds to county senior centers for the purpose of increasing and enhancing senior citizen services, beyond those offered by senior centers prior to the Senior Millage, with funding from the Senior Millage previously authorized by the electorate of Genesee County; and

WHEREAS the objective of the Senior Millage is to fund services that improve the health, safety, and quality of life for Genesee County residents aged 60 years or older; and

WHEREAS Genesee County hereinafter referred to as the "COUNTY" is responsible for administering and expending the Senior Millage as adopted and amended by the Genesee County Board of Commissioners, and for assuring compliance with Program requirements; and

WHEREAS the OPERATING ENTITY operates a CENTER that has been designated as a preferred focal point for comprehensive and coordinated service to seniors in Genesee County; and

WHEREAS the OPERATING ENTITY has adequately represented in its application to the COUNTY that it intends to undertake or continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, because the objectives of the Program coincide with the objectives of the OPERATING ENTITY, the two parties have, therefore, entered this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, the parties agree as follows:

1. The Contract term commences on October 1, 2025, and continues through September 30, 2026. The Contract is effective upon approval by the Genesee County Board of Commissioners.

   The County has the option to extend this Contract for one (1) additional one-year term (the "Extension Term"). The Senior Services Director is authorized to execute the Extension Term on behalf of Genesee County.

2. The OPERATING ENTITY agrees to accept the terms of this Contract and those stated in its submitted application for Senior Millage funding and further agrees to perform the services described in this Contract, the Center's application, and in the attachments listed below, all of which are incorporated by reference to this Contract:

Attachment A:	2025-2026 Senior Millage – Senior Center Program Budget & Revenue Sheet
Attachment B:	2025-2026 Senior Millage – Senior Center Program Monthly Reimbursement Request Form
Attachment C:	ICHAT Form
Attachment D:	Genesee County Senior Services Purchasing Regulations and Genesee County Travel Regulations
Attachment E:	Levels of Monthly Service and Programming Definitions
Attachment F:	Monthly MySeniorCenter Activity log report

   This document governs if a conflict exists between this document and those incorporated by reference or the application.

3. The OPERATING ENTITY agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure that the use of Senior Millage funds complies with all 2025-2026 Senior Millage – Senior Center Program requirements, and further agrees to perform within the policies applicable to program requirements stated:

   a. Senior Centers shall continue to provide the level of service to maintain the associated funding level. For centers failing to meet the benchmarks for two consecutive months following notification, the funding may be reduced to the dollar amount calculated for the level of service.

b. Senior Centers may solicit and accept funds such as donations from many sources including foundations, the public or private sector, individuals, fundraiser events, and other activities, to enhance center programming and operations. Membership fees may also be classified as donations if the service included as part of the fee is offered by the senior center to seniors who choose to not purchase a membership. A center's request for donations shall not be directly tied to the provision of a millage-supported service nor shall a donation result in undue influence over a center for the donating party's private or personal interests. The OPERATING ENTITY shall, within 30 days of receipt of funds, disclose to Genesee County all funds received as alternate sources of income, including donations, membership fees, and revenue.

4. The COUNTY agrees to award the OPERATING ENTITY a total amount not to exceed $137,923.00 for the full term of the Contract for support of services for seniors through the expenditures described in the approved budget submitted by the OPERATING ENTITY, Attachment A to this Contract, said amount to be disbursed and reimbursed as stated in paragraphs 5 of this Contract; subject, however, to limitations contained in this Contract as to the use of Senior Millage funds and possible termination of the Contract due to failure to comply with Program requirements. This Operating Entity is awarded $137,923.00 and is funded at Level 2.

5. The OPERATING ENTITY shall submit to the COUNTY monthly Reimbursement Request Reports, using the format provided in Attachment B of this Contract. All 2025-2026 Program funds will be reimbursed by the COUNTY to the OPERATING ENTITY based on approval of monthly reimbursement requests as documented by invoices and other supporting documentation. Monthly supporting documentation includes the following but is not intended to be all-inclusive: time sheets, copies of payroll/invoices, bank statements, canceled checks, credit card statements, and profit and loss statements. Monthly reimbursement payments will begin in November 2025 for October reimbursements, or as soon thereafter as requests are submitted and approved.

    a. The total amount of fees collected for any program, class, or event for which Senior Millage reimbursement is sought shall be noted on the reimbursement request and deducted from the submitted cost.

    b. All operating and equipment expenditure reimbursement requests for credit and/or debit card purchases must be made using a card issued in the name of the senior center or the municipality under the governing body. Each reimbursement request must include a copy of the full credit or debit card invoice and a copy of the issued check.

    c. OPERATING ENTITY shall not be reimbursed for any reimbursement request including a receipt or invoice in which a portion of the receipt or invoice has been redacted, obscured, or blacked out.

6. The OPERATING ENTITY agrees to purchase, maintain, and utilize MySeniorCenter software for intake, compiling, and reporting of attendance and programming statistics. All users will complete and sign the MySeniorCenter policy before access is given to the database. A monthly activity report provided in Attachment F must be submitted no later than the 5th of every month.

7. 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. The COUNTY may, at its discretion and upon reasonable notice, require the OPERATING ENTITY to complete reports additional to those attached to this Contract regarding the CENTER'S expenses and activities.

8. The following criteria apply for reimbursements:

    a. The monthly reimbursement will not exceed 1/12 of the total funding award unless the Operating Entity has obtained prior approval from the Department of Senior Services. If the Center or Operating Entity is found to be in noncompliance, reimbursement requests may not receive approval until the concern (s) of non-compliance are corrected to the satisfaction of the County.

    b. 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.

    c. Senior Millage funds may not be used to buy gifts or gift cards for employees, interns, senior citizen participants, or board members. Senior Millage funds cannot be used for volunteer or intern stipends, or housing.

    d. All requested reimbursement receipts for this Contract term must be received by the Department of Senior Services by October 31, 2026, including utility payments. Receipts received after this date will not be reimbursed. Submitted items must be invoices or receipts; purchase orders are not reimbursable.

    e. Subject to subparagraph 8d above, reimbursement requests must be submitted within 90 days of the date of service of the activity for which reimbursement is sought, or within 45 days of the date of invoice or receipt, whichever occurs later. Exceptions apply to requests related to annual bills, memberships, or services extending beyond the current fiscal year. This includes but is not limited to payroll, utility bills, phone bills, software subscriptions, memberships, service contracts, trainings

or conferences, and credit card purchases. The remaining portions of the reimbursement requests may be submitted at the start of the following fiscal year.

f. Monthly reimbursement requests can include no more than two months of supplies for the center, including office, operating, or food supplies.

g. All equipment purchases and any facility improvements must be purchased and/or completed by August 2026, to allow Department of Senior Service staff to confirm purchases and improvements before the end of the fiscal year.

h. Senior Millage funds may not be used to purchase daily meals for the senior center without prior approval from the Department of Senior Services.

9. The OPERATING ENTITY agrees to document all revenue. Monetary transactions (cash or check) must be documented, and a receipt issued. Keep documentation related to revenue such as receipts on-site at the CENTER for review by the Department of Senior Services.

10. The OPERATING ENTITY 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. All budget adjustments must be approved by the Department of Senior Services, not to exceed $29,999,99. The Board of Commissioners' approval is required for budget amendments over the amount of $30,000.

11. The OPERATING ENTITY agrees to provide to all Genesee County senior residents aged 60 and over wishing to use services at the CENTER, without any fee differential based on where within the County the senior citizen resides, and a minimum of activities per month for Level 3 and Level 2, respectively for the following services: educational programs (10, 6); health programs (14, 10); and social services (10, 6). Each center will continue support groups, legal services, and health screenings. By March 31, 2025, each center must reach 90% of its required yearly unduplicated count. Level 3 – 1,000: 900; Level 2 – 250: 225.

12. The OPERATING ENTITY agrees to offer and have available daily, congregate meals and/or nutritional programs; transportation services which may be provided by the CENTER or through the Mass Transportation Authority.

13. The OPERATING ENTITY agrees to adhere to senior programming, state, and federal guidelines, and regulations, including but not limited to meal regulations.

14. The OPERATING ENTITY agrees to employ a full-time, on-site Director of the CENTER.

15. The OPERATING ENTITY agrees to keep the CENTER open and accessible to seniors a minimum of forty (40) hours; 5 days per week, except for County or State recognized holidays or other local units of government-approved building closures. Programming must be scheduled for a minimum of forty (40) hours per week.

16. The OPERATING ENTITY agrees to implement the 2025-2026 Program in accordance with the projected budget contained in its application and included as Attachment A to this Contract, subject to any prior approval limitations set forth therein.

17. The OPERATING ENTITY agrees to implement appropriate and adequate methods to evaluate and report on its operational and programmatic performance, including, but not limited to, individual activity participation numbers of seniors, financial record keeping, revenue and expenditures incurred, local maintenance of effort commitments and other applicable supportive documentation of expenditures supported by 2025-2026 Program funds.

18. The OPERATING ENTITY agrees to perform criminal background checks annually 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. See Attachment C. 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 Operating Entity agrees to perform yearly criminal background checks on all board members. See Attachment C. The OPERATING ENTITY 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.

19. The OPERATING ENTITY agrees to perform tests for tuberculosis for all paid staff and volunteer workers who will have direct contact with food preparation and/or distribution tasks and shall submit to the COUNTY proof of said tests within 15 days of their commencement. All other paid staff and volunteers are only required to have a tuberculosis test at the time of hire. It is recommended that all paid staff and volunteers are tested for tuberculosis on an annual basis. The OPERATING ENTITY further agrees that individuals having positive test results will not be permitted to continue in such functions.

20. The OPERATING ENTITY agrees to perform face-to-face CPR/FIRST AID and AED training for all paid staff and contracted employees (excluding instructors and seasonal workers) and shall submit to the COUNTY proof of training within 30 days of their commencement. The OPERATING ENTITY agrees to have on-site an AED machine.

21. The OPERATING ENTITY agrees to comply with mandatory fire, safety, public health codes and standards and local building codes, and to provide annually evidence of continued compliance with current documentation, certifications and/or licenses, as applicable.

22. The OPERATING ENTITY agrees to include the **exact** statement and the Genesee County logo in all printed materials, newsletter, program and registration materials, special events, center's website, advertisements, program presentations, 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.***"

23. The OPERATING ENTITY agrees to email the monthly newsletter by the 5th of each month to the Department of Senior Services. The OPERATING ENTITY also agrees to allow the Department of Senior Services or their Commissioner to place an ad in the newsletter six times per year with statistics or correspondence concerning programs funded by the Senior Millage.

24. The OPERATING ENTITY shall complete the expenditures described in its approved budget (Attachment A of this Contract) no later than the end of the Program Year, September 30, 2026.

25. The OPERATING ENTITY acknowledges that, at any time, the COUNTY may withhold payment of reimbursements if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with any Program requirements. In addition, any funds provided pursuant to the 2025-2026 Program are subject to repayment to the COUNTY if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with Program requirements at any time during the 2025-2026 Program period or a prior period.

26. The COUNTY may terminate this Contract without notice at any time during the Contract term if it determines that the OPERATING ENTITY has failed to

substantially comply with Contract requirements. At the COUNTY'S option, the OPERATING ENTITY may be given fourteen (14) days' notice and the opportunity to cure the deficiencies in its Program. Furthermore, this Contract may be terminated by the County for any reason related to changing objectives of the Senior Services Program or due to diminution of funds by giving the OPERATING ENTITY written notice of the effective date of termination. All costs and liabilities associated with this Contract will cease as of the effective date of termination. Requests for funding for costs up to that date will be subject to the COUNTY assessment of acceptability.

27. This Contract may be modified by the parties only by a written document signed by authorized representatives.

28. The OPERATING ENTITY agrees that, during its tenure and for one year thereafter, none of its members, officers, or employees who exercise any functions or responsibilities with respect to the performance of the activities which are subject to this Contract shall have any interest, direct or indirect, in any subcontract or the proceeds thereof for work to be performed in connection with this Contract. The OPERATING ENTITY further agrees to incorporate a provision prohibiting such interest in all subcontracts regarding the performance of such activities.

29. The OPERATING ENTITY agrees that no individual who serves as a member of the governing board or is a member of a Board Committee or advisory committee may be employed as a staff member during his/her term of office. The OPERATING ENTITY further agrees that no Senior Millage funds shall be used to pay for the services of any employee or contractor who is a member of the immediate family of a member of the OPERATING ENTITY's governing board or of the director of the CENTER unless the individual was hired before the year 2006 and has been in continuous employment with the CENTER since being hired. A member of an immediate family shall include any of the following persons: Husband, Wife, Father Father-in-law, Mother, Mother-in-law, Sister, Sister-in-law, Brother, Brother-in-law, Son, Son-in-law, Daughter, Daughter-in-law, niece, nephew, grandchildren, aunt, uncle, cousin, stepparent, step-sibling, or domestic partner.

30. The OPERATING ENTITY agrees that no individual who serves as a member of the OPERATING ENTITY's governing board or is a member of a board committee or advisory committee will receive any payment for services from the OPERATING ENTITY.

31. The OPERATING ENTITY agrees that the Director of the CENTER will be an employee of the OPERATING ENTITY and will not hold a voting position on the governing board of the OPERATING ENTITY. The OPERATING ENTITY further agrees that the Director shall have no authority regarding the selection, evaluation, nomination, appointment, or election of any member of the governing board. It shall be the responsibility of the governing board to review and approve decisions by the Director.

32. The OPERATING ENTITY and its employees are not Genesee County employees.

33. The OPERATING ENTITY shall comply with all federal, state, or local laws, regulations and standards, processes, and any amendments thereto, as they may apply to the performance of this Contract.

34. The OPERATING ENTITY agrees to adhere to its own procurement standards or, in the absence of such acceptable standards, to the Genesee County Senior Services Purchasing Regulations as set forth in Attachment D to this Contract. The OPERATING ENTITY 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 D to this Contract. Notwithstanding the preceding, no reimbursements for overnight travel or travel outside of Genesee County shall be made from Senior Millage funds without prior approval of the Genesee County Board of Commissioners. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.

35. The OPERATING ENTITY agrees to allow the COUNTY to enter a contract with a firm to administer an annual Audited Financial Report of the CENTER operations. It is understood that a copy of the audit is required as part of the application for funding. No reimbursements for the performance period of this Contract will be made prior to a copy of the audit being provided. The OPERATING ENTITY shall submit a copy of the filed 990, 1099, and W-2 forms for the current year.

36. The OPERATING ENTITY 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 events of the senior center in a non-candidate capacity.

vii. Supporting the Senior Millage

37. The OPERATING ENTITY 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 in one instance, shall not constitute automatic future waiver regarding the requirements of this paragraph. 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 $250.00 or more per unit. Equipment purchases not included in the submitted budget are automatically unapproved unless a formal budget amendment is submitted to the Senior Services Director.

38. The OPERATING ENTITY 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 OPERATING ENTITY 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 OPERATING ENTITY of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.

39. The OPERATING ENTITY shall indemnify, defend, and hold harmless the COUNTY against any and all expenses and liability of any kind which the

COUNTY may sustain, incur, or be required to pay to arise out of this Contract; provided, however, that the provision of this paragraph shall not apply to liabilities or expenses caused by, or resulting from, the willful or negligent acts or omissions of the COUNTY or any of its officers or employees. Further, in the event the OPERATING ENTITY becomes involved in, or is threatened with, litigation related to this Contract, or the activities supported by the 2025-2026 Senior Millage – Senior Center Program, the OPERATING ENTITY shall immediately notify the COUNTY, wherein the COUNTY may enter into such litigation to protect the interests of the COUNTY as they may appear.

40. The OPERATING ENTITY shall not discriminate against any employee or applicant for employment with respect to hiring, 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 (including, but not limited to, pregnancy, sexual orientation, or gender identity), disability, marital status, height, weight, or genetic information.

41. The OPERATING ENTITY agrees that the COUNTY may, at reasonable times and without notice, visit and inspect the CENTER and discuss or survey the CENTER'S activities with seniors who agree to participate.

42. The OPERATING ENTITY gives the COUNTY, or any other representatives designated by the COUNTY, the right to visit the CENTER at reasonable times and without notice, to examine all records, books, and papers related to the performance of activities which are the subject of this Contract.

43. The OPERATING ENTITY acknowledges that the COUNTY as a public body is 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 OPERATING ENTITY 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.

44. 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.

45. The Contract Administrator of this Contract is the Senior Services Director, Lynn M. Radzilowski. Obligations of or to the COUNTY in this Contract will be performed by or provided to, the Contract Administrator, or her designee.

The individual or officer signing this Contract certifies by their name that they are authorized to sign this Contract on behalf of the responsible governing board, official, entity, or contractor.

COUNTY OF GENESEE

By:_____
Delrico Loyd, Chairperson
Genesee County Board of Commissioners

_____
Date

TOWNSHIP OF MONTROSE

By:_____
Coetta Adams, Township Supervisor
Township of Montrose

_____
Date

Attachment A for Contract: 2025 - 2026 Budget and Administration

	2024-2025 Budget Revenue	2025-2026 Proposed Revenue
Name of Senior Center:		
Montrose Township Senior Center		
	$ -	
SUBTOTAL	**$ -**	**$ -**
General Fund	$ 10,000.00	$ 10,000.00
Local School District	$ -	$ -
Local Special Millage--**Senior Milage**	$ 137,923.00	$ 137,923.00
In-Kind Value		
LEASE/		
VAN GAS		
		$ -
Federal CDBG	$ -	$ -
State of Mich. Office of Services to the Aging	$ 1,500.00	$ 1,500.00
Michigan Department of Transportation	$ 12,000.00	$ 12,000.00
Valley Area Agency on Aging	$ -	$ -
Private Contributions/Donations		
Special Projects Grants		
		$ -
		$ -
Program Service Fees / TRAVEL		
Rental Income	$ 1,500.00	$ -
Interest Income		
Membership		
Newsletter Fees	$ -	$ -
Fundraising Events		$ -
Other Revenue Sources		
MEMORIALS/COMMISSIONS		
SUBTOTAL	**$ 162,923.00**	**$ 161,423.00**
		$ -
Total Revenue	**$ 162,923.00**	**$ 161,423.00**
Identify the supporting Local Unit of Government(s):		
Montrose Charter Township		

Name of Center: Montrose Senior Center	FY 2024-2025 Senior Millage Budget	Proposed FY 2025-2026 Senior Center Budget Expenditures - Senior Millage
ADMINISTRATION		
Salaries – Administrative	$ -	$ -
Director (Sara Warren)	$ 39,000.00	$ 42,000.00
Salaries – Support Staff	$ -	$ -
Assistant (Volz, DeWitt, Kozma)	$ 28,060.00	$ 28,060.00
Bus Driver	$ 2,283.76	
Janitor	$ 2,500.00	
Fringes -- Employer FICA	$ 5,700.00	$ 5,700.00
Fringes – Medical	$ 8,700.00	$ 8,700.00
Fringes – Retirement	$ 1,768.00	$ 1,768.00
SUBTOTAL	$ 88,011.76	$ 86,228.00
PROGRAMMING		
Special Projects / Events	$ 16,500.00	$ 16,500.00
Volunteer Expenses	$ -	$ -
SUBTOTAL	$ 16,500.00	$ 16,500.00
OPERATIONS		
Facility Maintenance	$ 2,406.20	$ 2,406.20
	$ -	$ -
Equipment Maintenance	$ 1,000.00	$ 1,000.00
Grounds Maintenance	$ 1,300.00	$ 1,300.00
Insurances & Bonds	$ -	$ -
Legal Services	$ -	$ -
Memberships / Publications	$ -	$ -
Office Supplies	$ -	$ -
Operating Supplies	$ 5,105.00	$ 5,105.00
Postage	$ 750.00	$ 750.00
Service Contracts/Licenses	$ 800.00	$ 800.00
Phone/ Fax/ Internet/ Web Services	$ 4,000.00	$ 4,000.00
Utilities	$ 15,263.14	$ 15,263.14
Vehicle Maintenance / Insurance	$ 1,796.90	$ 3,580.66
Outreach	$ -	$ -
		$ -
SUBTOTAL	**$ 32,421.24**	**$ 34,205.00**
COMPUTERS SOFTWARE		
XAVUS SOLUTIONS	$ 990.00	$ 990.00
Equipment Purchases	$ -	$ -
SUBTOTAL	$ 990.00	$ 990.00
TOTAL AWARD EXPENDITURES	**$ 137,923.00**	**$ 137,923.00**

2025-2026 SENIOR MILLAGE MONTHLY REIMBURSEMENT REQUEST

Senior Center: Montrose Township Senior Center

Pay to (Operating Entity): Charter Township of Montrose

Mail Address: 11444 N. Seymour Road

Montrose, MI 48457

2025-2026 SENIOR MILLAGE FUND BALANCE

2025-2026 Millage Allocation: $ 137,923.00

Funds Previously Requested $ -

Balance Remaining Prior to this Request: $ -

Time Period of Expenditures for this Request: October 1 - October 31, 2025

Total Claimed in this Request: $ -

Balance Remaining After this Request: $ -

$ -

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

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number / Confirmation of Payment
ADMINISTRATION EXPENDITURES			
SUBTOTAL - ADMINISTRATION	$ -		
PROGRAMMING EXPENDITURES			
SUBTOTAL - PROGRAMMING	$ -		

ATTACHMENT B 2025-2026 SENIOR MILLAGE SENIOR CENTER MONTHLY REIMBURSEMENT REQUEST FORM

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number -- Confirmation of Payment
OPERATIONS EXPENDITURES			
SUBTOTAL - OPERATIONS	$ -		
EQUIPMENT PURCHASES EXPENDITURES			
SUBTOTAL - EQUIPMENT	$ -		
TOTAL MONTHLY EXPENDITURES	$ -		
TOTAL MONTHLY REIMBURSEMENT REQUEST	$ -		

GENESEE COUNTY
SENIOR SERVICES

County Administration Building
324 S. Saginaw St.
7th Floor - Suite 7A
Flint, Michigan 48502
(810) 424-4478

Lynn M. Radzilowski
Director

Authorization for Michigan ICHAT
(Internet Criminal History Access Tool)

Reason for ICHAT (please circle one): Employment Volunteer
Other:_____

First Name: _____ **Middle Name:** _____ **Last Name:** _____

Date of Birth: _____ **Race:** _____ **Gender:** _____

Other Last Name(s): _____
Other First Name(s): _____
Other Middle Initial: _____

Senior Center _____

I authorize the Genesee County Department of Senior Services and/or its agents to conduct a background check, including, but not limited to, the information I have indicated above. I understand that the information obtained will be used for lawful purposes only.

□ By checking this box, I authorize the Genesee County Department of Senior Services to perform annual background checks while volunteering or employed at the senior center, and I release all persons, companies, or agencies from any liability that may result from furnishing such information.

_____ _____
Signature of Applicant **Date**

_____ _____
Witness **Date**

Please return original to:

Department of Senior Services
324 S. Saginaw St.
7th Floor – Suite 7A
Flint, MI 48502

Genesee County Purchasing Regulations:

https://cms3.revize.com/revize/geneseenew/PURCHASING%20REGULATIONS%208222016.pdf

Genesee County Travel Regulations:

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

2025-2026 Levels of Service - Senior Citizen Centers

	Minimum Average Number of Activity / Service Type Provided Each Month		
Activity / Service Type	**Level 3**	**Level 2**	**Level 1**
Education	10	6	4
Health	14	10	8
Nutrition	Available	Available	Available
Transportation	Available	Available	Available
Social Services	10	6	Available
Outreach	Distribute Newsletter	Distribute Newsletter	Distribute Newsletter
Reports of Participation	MySeniorCenter	MySeniorCenter	Sign-in sheets
Volunteerism / Planning	Available	Available	Available
Support Groups	Available	Available	Not Required
Legal Services	Available	Available	Not Required
Health Screenings	Available	Available	Not Required
Unduplicated Seniors	1,000+	250+	100+

Programming Definitions

Education – A class or seminar **lead by an instructor** to show "how to do" or give information on a specific topic. Education examples but are not limited to:

Computer Classes, Craft Classes, Driver Safety Classes, Quilting or Sewing Classes, Gardening, Investments, Tech Class, Painting Classes, Music Lessons, Woodshop, Woodcarving, Diabetic Classes

Health – Services/Classes/Exercise – Programming which falls under medical services. Health examples but are not limited to:

Brain Games, Chess, Puzzles, Vaccinations, Exercise, Dance Classes, Tai Chi, Yoga, Wii Games, Podiatrist,

Chiropractor, Health Screenings (blood pressure, blood sugar, vision, hearing, etc.)

Nutrition Services – Provision for healthy meals and healthy eating, which includes but is not limited to:

Congregate Meals, Senior Center Meals, Cooking Classes, Food Pantry, Commodities, TEFAP, Senior Project Fresh, Nutrition education

Transportation – Transportation is limited to transporting older adults in Senior Center vehicles or MTA transportation set up through the senior center. A ride is considered as one way. *Example – You pick up Jan Doe at her home to the Senior Center. She has requested to go to the post office and then to her home. This would be logged as three rides*. Transportation does not include rented Motorcoach Transportation. Transportation includes but not limited to:

Grocery shopping, to/from the senior Center, Doctor/Medical appointments, Personal needs

Socialization – Programming to enhance the older adult's social experience. Socialization includes but is not limited to:

Bingo, Cards, Entertainment events, Coffee/socializing, social groups such as knitting/crocheting without

Instructor, travel programs

Social Services – Services performed (one to one) by volunteers or staff personnel. Social services include but are not limited to:

Housing information, Intake – Assessment and Referral*, Legal Services, My Bridges, Medicare Part D, MMAP, Tax Assistance, Medical Loan Closet, Support Groups*, CHAP/Social Workers, Medical Program

Registration (Genesee Health Plan Dental, Advanced Care Planning, etc.)

Outreach – Outreach includes but is not limited to:

Newsletters, Presentations/Speaking engagements regarding the Senior Center, Information and Assistance, Marketing efforts, Senior Center Website visits

Volunteerism – Unpaid service to the Senior Center, includes but are not limited to:

Center maintenance, AARP tax volunteers, Committee/Board members, Reception Desk/Greeters, Instructors, Kitchen help

** - It is understood a program may fall withing the definition of more than one area. It should be used in only one category per month.* ***Example****: you normally put line dancing in Health however, during the month of February you had plenty of events in health but needed extra in education. For the month of February, you could move line Dancing from Health and put it under Education. For unduplicated yearly statistics the event would only be used in one category.*

** - Not to be confused with Information and Assistance.*

2025-2026 Senior Millage Monthly Activity Log

Number of New Senior Participants During This Activity Period:	
Number of Duplicated Senior Participants During This Activity Period:	
Cumulative Number of Unduplicated Senior Participants Year to Date:	

Senior Center Name:	**Month:**

Education Activities			Health Activities			Nutrition Activities			Transportation Activities			Social Services			Outreach			Volunteerism/Planning		
Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Units	Activity Title	Activity Frequency	# of Hours of Service
Total Education	**0**	**0**	**Total Health**	**0**	**0**	**Total Nutrition**	**0**	**0**	**Total Transportation**	**0**	**0**	**Total Social Services**	**0**	**0**	**Total Outreach**	**0**	**0**	**Total Volunteer/ Planning**	**0**	**0**

michigan municipal league

Liability & Property Pool

RENEWAL CERTIFICATE

IN CONSIDERATION FOR PREMIUM PAID, AND SUBJECT TO ALL OF THE TERMS OF THE EXPIRING COVERAGE DOCUMENT AND ANY ENDORSEMENTS ATTACHED HERETO, WE AGREE TO RENEW YOUR COVERAGES AS STATED IN THIS CERTIFICATE. THESE COVERAGES ARE PROVIDED IN ACCORDANCE WITH THE INTERGOVERNMENTAL CONTRACT WHICH FORMS THE LEGAL BASIS FOR THE OPERATION OF THE POOL.

Contract Number: MML1600820015 **Renewal of Number:** MML1600820014

Pool Member: Montrose Charter Township

Mailing Address: 11444 N. Seymour
Montrose, MI 48457-3128

Coverage Period
From: 1/1/2025 **To:** 1/1/2026
(12:01 A.M. Standard time at your mailing address shown above)

Liability Coverage Parts	Limit of Liability	Deductible
Municipal General Liability Coverage	$5,000,000	$0
Public Officials Liability Coverage	$5,000,000	$0
Law Enforcement Liability Coverage	$5,000,000	$0
Employee Benefit Liability Coverage	$1,000,000	$0
Automobile Liability Coverage	$5,000,000	$0
Comprehensive and Collision Coverage	Per Schedule	Per Schedule
Combined Liability Policy Limit	**$5,000,000**	
Cyber Liability and Data Breach Response Coverage (CYB1600820015)	Per Declarations	Per Declarations

The Combined Liability Policy Limit is the most we will pay regardless of the number of Coverage Parts under which coverage may be sought.

COVERAGE UNDER THIS CONTRACT IS:

☒ As amended by revised schedule(s) attached.

☒ As amended by endorsement(s): ADD: MMP101 (01/11) , MML23 (07/11) , MML 215 (01/25), MML307 (12/16) DELETE: MML215 (02/20)

BY: _____ DATE: 12/11/2024
(Authorized Representative)

MMLRC (09/17)

michigan municipal league

Liability & Property Pool

ADDITIONAL COVERAGES & COVERAGE EXTENSIONS LIMITS OF LIABILITY

CONTRACT NO. MML1600820015 **EFFECTIVE DATE:** 1/1/2025
12:01 A.M. Standard Time

POOL MEMBER Montrose Charter Township

The Pool shall not be liable under the terms of the Additional Coverages and Coverage Extensions, as described in Sections D. and E., of the Municipal Property Coverage Document, MMP100, for more than the limit specified below:

Coverages	Limits	Deductible
Consequential Damage	☒ $100,000 ☐ $	Not Applicable
Debris Removal	☒ 5,000,000 or 25%, as stated in the Contract	Not Applicable
Demolition and Increased Cost of Construction	☒ $100,000 ☐ $	Not Applicable
Newly acquired Real or Personal Property and Buildings under construction, including the Member's building supplies and materials	☒ $500,000 ☐ $	$500
Expediting Expense	☒ $100,000 ☐ $	Not Applicable
Protection and Preservation of Property	Blanket Limit	Not Applicable
Ornamental Trees, Shrubs, Plants or Lawns	$5,000 per occurrence, $10,000 annual aggregate, as stated in the Contract	$250
Loss of Rents	☒ $100,000 ☐ $	Not Applicable
Extra Expense	☒ $100,000 ☐ $	Not Applicable
Valuable Papers and Records	☒ $100,000 ☐ $	$250
Earth Movement Coverage	$2,000,000 each single movement $2,000,000 annual aggregate	$5,000
Personal Effects and Property of Others	☒ $500 any one person, $2,500 aggregate	$250
Accounts Receivable	☒ $100,000 ☐ $	$250
Electronic Data Processing Equipment and Media	☐ $ 25,000 ☒ $ 155,000	$250
Fine Arts	☒ $100,000 ☐ $	$250
Loss of Income	☒ $100,000 ☐ $	Not Applicable

Coverages	Limits	Deductible
Flood - This policy has a $1,000,000 annual aggregate for all flood zones or any combination thereof.		
Flood Coverage for all locations other than flood Zones A, AO, AH, A1-A99, AE, AR as determined by the Federal Emergency Management Agency (FEMA).	$1,000,000 each occurrence $1,000,000 annual aggregate	$5,000
Flood Coverage for all locations situated in flood Zones A, AO, AH, A1-A99, AE, AR as determined by the Federal Emergency Management Agency (FEMA).	$100,000 each occurrence $100,000 annual aggregate	$5,000

A Service of the Michigan Municipal League

POLLUTION EXTENSION FOR FIRE DEPARTMENT AND HAZARDOUS RESPONSE TEAM ACTIVITIES

This endorsement modifies coverage provided under the following:

MML200 – MUNICIPAL LIABILITY COVERAGE:

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY
COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY
COVERAGE C – MEDICAL PAYMENT
COVERAGE D – PUBLIC OFFICIALS LIABILITY

IMPORTANT NOTICE

The Sublimits of Coverage contained in this endorsement are reduced, and may be completely exhausted, by the payment of Loss Adjustment Expense and, in such event, we will not be obligated to pay any further Loss Adjustment Expense or sums which the Insured is or may become legally obligated to pay as damages under this endorsement. In the event the Sublimits of Coverage under this endorsement become exhausted, no further coverage is provided by this endorsement.

SCHEDULE

Sublimits of Coverage:	**$1,000,000**	**Each Occurrence or Wrongful Act Limit**
	$1,000,000	**Aggregate Limit**
	$ 0	**Deductible**

A This Coverage Extension applies to:

1. Firefighting activities, including training burns, intentional demolition or burns for purpose of limiting a fire, or the use of polypolyfluoroalkyl and perfluoroalkyl substances (PFAS), including, but not limited to, perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, C8, ADONA, perfluorooctanesulfonyl fluoride, polytetrafluoroethylene, perfluorononanoic acid or ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals, related higher homologue chemicals, for the purpose of controlling a fire.

2. Bodily Injury or Property Damage caused by the Insured's fire department or hazardous response team responding to contamination caused by a third party unrelated to the Insured.

B SUBLIMIT OF COVERAGE

The Sublimit of Coverage shown in this Schedule is the most we will pay for Damages because of **Bodily Injury, Property Damage, Personal Injury, Advertising Injury, Public Officials Liability,** or **Loss Adjustment Expense** as provided in this endorsement. Regardless of the number of **Insureds, Claims** made or **Suits** brought, or persons or organizations making **Claims** or bringing **Suits** under this endorsement during the **Coverage Period,** our liability is limited to the Aggregate Limit shown in the Schedule above and is the most we will pay for the sum of all **Damages** because of **Bodily Injury, Property Damage, Damages, Personal Injury** or **Advertising Injury**, or **Loss Adjustment Expense** payable under this endorsement. All **Claims** and **Damages** arising out of the same or substantially the same or continuous or repeated **Occurrences** or **Wrongful Acts** shall be considered as arising out of one **Occurrence** or **Wrongful Act**. Additionally, the sublimit of the Pool's liability under this endorsement shall not be cumulative from year to year or period to period.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN THE SAME.

Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2045 **Agenda Date:** 8/13/2025 **Agenda #:** 15.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of an agreement between Genesee County and the Swartz Creek Area Senior Citizens, Inc., in an amount not to exceed $206,330.00, to provide for the operations of the Swartz Creek Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

BOARD ACTION REQUESTED:

Approval of the contract between Genesee County and the Swartz Creek Area Senior Citizens, Inc. (Swartz Creek Senior Center) for the fiscal year 2025-2026 in the amount not to exceed $206,330.00.

BACKGROUND:

This annual contract allows the senior centers to receive reimbursement for approved budgeted monthly expenses from the Genesee County Senior Millage.

DISCUSSION:

The Swartz Creek Senior Center is a non-profit corporation that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community at the Swartz Creek Senior Center.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. #2231-691.00-867.016

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of

seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 contract between Genesee County and the Swartz Creek Area Senior Citizens, Inc., to fund the Swartz Creek Senior Center for the term commencing October 1, 2025, through September 30, 2026, in an amount not to exceed $206,330.00 to be paid from account #2231-691.00-867.016, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

CONTRACT BETWEEN

The County of Genesee,
a Municipal Corporation,
Acting By and Through
Genesee County Department of Senior Services
324 South Saginaw Street, Suite 7A
Flint, Michigan 48502

And

Swartz Creek Area Senior Citizens, Inc.
8095 Civic Drive
Swartz Creek, Michigan 48473
A Michigan Non-profit Corporation
hereinafter referred to as the "OPERATING ENTITY,"
the entity operating the **Swartz Creek Senior Center,**
hereinafter referred to as the "Senior Center" or "**CENTER."**
The COUNTY and OPERATING ENTITY together hereinafter referred to as the
"PARTIES."

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

WHEREAS, the Genesee County Board of Commissioners adopted a 2025-2026 Senior Millage – Senior Center Program ("Program") budget with the objective of providing Senior Citizen Services Millage (the "Senior Millage") funds to county senior centers for the purpose of increasing and enhancing senior citizen services, beyond those offered by senior centers prior to the Senior Millage, with funding from the Senior Millage previously authorized by the electorate of Genesee County; and

WHEREAS the objective of the Senior Millage is to fund services that improve the health, safety, and quality of life for Genesee County residents aged 60 years or older; and

WHEREAS Genesee County hereinafter referred to as the "COUNTY" is responsible for administering and expending the Senior Millage as adopted and amended by the Genesee County Board of Commissioners, and for assuring compliance with Program requirements; and

WHEREAS the OPERATING ENTITY operates a CENTER that has been designated as a preferred focal point for comprehensive and coordinated service to seniors in Genesee County; and

WHEREAS the OPERATING ENTITY has adequately represented in its application to the COUNTY that it intends to undertake or continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, because the objectives of the Program coincide with the objectives of the OPERATING ENTITY, the two parties have, therefore, entered this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, the parties agree as follows:

1. The Contract term commences on October 1, 2025, and continues through September 30, 2026. The Contract is effective upon approval by the Genesee County Board of Commissioners.

   The County has the option to extend this Contract for one (1) additional one-year term (the "Extension Term"). The Senior Services Director is authorized to execute the Extension Term on behalf of Genesee County.

2. The OPERATING ENTITY agrees to accept the terms of this Contract and those stated in its submitted application for Senior Millage funding and further agrees to perform the services described in this Contract, the Center's application, and in the attachments listed below, all of which are incorporated by reference to this Contract:

Attachment A:	2025-2026 Senior Millage – Senior Center Program Budget & Revenue Sheet
Attachment B:	2025-2026 Senior Millage – Senior Center Program Monthly Reimbursement Request Form
Attachment C:	ICHAT Form
Attachment D:	Genesee County Senior Services Purchasing Regulations and Genesee County Travel Regulations
Attachment E:	Levels of Monthly Service and Programming Definitions
Attachment F:	Monthly MySeniorCenter Activity log report

   This document governs if a conflict exists between this document and those incorporated by reference or the application.

3. The OPERATING ENTITY agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure that the use of Senior Millage funds complies with all 2025-2026 Senior Millage – Senior Center Program requirements, and further agrees to perform within the policies applicable to program requirements stated:

   a. Senior Centers shall continue to provide the level of service to maintain the associated funding level. For centers failing to meet the benchmarks for two consecutive months following notification, the funding may be reduced to the dollar amount calculated for the level of service.

b. Senior Centers may solicit and accept funds such as donations from many sources including foundations, the public or private sector, individuals, fundraiser events, and other activities, to enhance center programming and operations. Membership fees may also be classified as donations if the service included as part of the fee is offered by the senior center to seniors who choose to not purchase a membership. A center's request for donations shall not be directly tied to the provision of a millage-supported service nor shall a donation result in undue influence over a center for the donating party's private or personal interests. The OPERATING ENTITY shall, within 30 days of receipt of funds, disclose to Genesee County all funds received as alternate sources of income, including donations, membership fees, and revenue.

4. The COUNTY agrees to award the OPERATING ENTITY a total amount not to exceed $206,330.00 for the full term of the Contract for support of services for seniors through the expenditures described in the approved budget submitted by the OPERATING ENTITY, Attachment A to this Contract, said amount to be disbursed and reimbursed as stated in paragraphs 5 of this Contract; subject, however, to limitations contained in this Contract as to the use of Senior Millage funds and possible termination of the Contract due to failure to comply with Program requirements. This Operating Entity is awarded $206,330.00 and is funded at Level 3.

5. The OPERATING ENTITY shall submit to the COUNTY monthly Reimbursement Request Reports, using the format provided in Attachment B of this Contract. All 2025-2026 Program funds will be reimbursed by the COUNTY to the OPERATING ENTITY based on approval of monthly reimbursement requests as documented by invoices and other supporting documentation. Monthly supporting documentation includes the following but is not intended to be all-inclusive: time sheets, copies of payroll/invoices, bank statements, canceled checks, credit card statements, and profit and loss statements. Monthly reimbursement payments will begin in November 2025 for October reimbursements, or as soon thereafter as requests are submitted and approved.

   a. The total amount of fees collected for any program, class, or event for which Senior Millage reimbursement is sought shall be noted on the reimbursement request and deducted from the submitted cost.

   b. All operating and equipment expenditure reimbursement requests for credit and/or debit card purchases must be made using a card issued in the name of the senior center or the municipality under the governing body. Each reimbursement request must include a copy of the full credit or debit card invoice and a copy of the issued check.

   c. OPERATING ENTITY shall not be reimbursed for any reimbursement request including a receipt or invoice in which a portion of the receipt or invoice has been redacted, obscured, or blacked out.

6. The OPERATING ENTITY agrees to purchase, maintain, and utilize MySeniorCenter software for intake, compiling, and reporting of attendance and programming statistics. All users will complete and sign the MySeniorCenter policy before access is given to the database. A monthly activity report provided in Attachment F must be submitted no later than the 5th of every month.

7. 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. The COUNTY may, at its discretion and upon reasonable notice, require the OPERATING ENTITY to complete reports additional to those attached to this Contract regarding the CENTER'S expenses and activities.

8. The following criteria apply for reimbursements:

    a. The monthly reimbursement will not exceed 1/12 of the total funding award unless the Operating Entity has obtained prior approval from the Department of Senior Services. If the Center or Operating Entity is found to be in noncompliance, reimbursement requests may not receive approval until the concern (s) of non-compliance are corrected to the satisfaction of the County.

    b. 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.

    c. Senior Millage funds may not be used to buy gifts or gift cards for employees, interns, senior citizen participants, or board members. Senior Millage funds cannot be used for volunteer or intern stipends, or housing.

    d. All requested reimbursement receipts for this Contract term must be received by the Department of Senior Services by October 31, 2026, including utility payments. Receipts received after this date will not be reimbursed. Submitted items must be invoices or receipts; purchase orders are not reimbursable.

    e. Subject to subparagraph 8d above, reimbursement requests must be submitted within 90 days of the date of service of the activity for which reimbursement is sought, or within 45 days of the date of invoice or receipt, whichever occurs later. Exceptions apply to requests related to annual bills, memberships, or services extending beyond the current fiscal year. This includes but is not limited to payroll, utility bills, phone bills, software subscriptions, memberships, service contracts, trainings

or conferences, and credit card purchases. The remaining portions of the reimbursement requests may be submitted at the start of the following fiscal year.

f. Monthly reimbursement requests can include no more than two months of supplies for the center, including office, operating, or food supplies.

g. All equipment purchases and any facility improvements must be purchased and/or completed by August 2026, to allow Department of Senior Service staff to confirm purchases and improvements before the end of the fiscal year.

h. Senior Millage funds may not be used to purchase daily meals for the senior center without prior approval from the Department of Senior Services.

9. The OPERATING ENTITY agrees to document all revenue. Monetary transactions (cash or check) must be documented, and a receipt issued. Keep documentation related to revenue such as receipts on-site at the CENTER for review by the Department of Senior Services.

10. The OPERATING ENTITY 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. All budget adjustments must be approved by the Department of Senior Services, not to exceed $29,999,99. The Board of Commissioners' approval is required for budget amendments over the amount of $30,000.

11. The OPERATING ENTITY agrees to provide to all Genesee County senior residents aged 60 and over wishing to use services at the CENTER, without any fee differential based on where within the County the senior citizen resides, and a minimum of activities per month for Level 3 and Level 2, respectively for the following services: educational programs (10, 6); health programs (14, 10); and social services (10, 6). Each center will continue support groups, legal services, and health screenings. By March 31, 2025, each center must reach 90% of its required yearly unduplicated count. Level 3 – 1,000: 900; Level 2 – 250: 225.

12. The OPERATING ENTITY agrees to offer and have available daily, congregate meals and/or nutritional programs; transportation services which may be provided by the CENTER or through the Mass Transportation Authority.

13. The OPERATING ENTITY agrees to adhere to senior programming, state, and federal guidelines, and regulations, including but not limited to meal regulations.

14. The OPERATING ENTITY agrees to employ a full-time, on-site Director of the CENTER.

15. The OPERATING ENTITY agrees to keep the CENTER open and accessible to seniors a minimum of forty (40) hours; 5 days per week, except for County or State recognized holidays or other local units of government-approved building closures. Programming must be scheduled for a minimum of forty (40) hours per week.

16. The OPERATING ENTITY agrees to implement the 2025-2026 Program in accordance with the projected budget contained in its application and included as Attachment A to this Contract, subject to any prior approval limitations set forth therein.

17. The OPERATING ENTITY agrees to implement appropriate and adequate methods to evaluate and report on its operational and programmatic performance, including, but not limited to, individual activity participation numbers of seniors, financial record keeping, revenue and expenditures incurred, local maintenance of effort commitments and other applicable supportive documentation of expenditures supported by 2025-2026 Program funds.

18. The OPERATING ENTITY agrees to perform criminal background checks annually 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. See Attachment C. 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 Operating Entity agrees to perform yearly criminal background checks on all board members. See Attachment C. The OPERATING ENTITY 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.

19. The OPERATING ENTITY agrees to perform tests for tuberculosis for all paid staff and volunteer workers who will have direct contact with food preparation and/or distribution tasks and shall submit to the COUNTY proof of said tests within 15 days of their commencement. All other paid staff and volunteers are only required to have a tuberculosis test at the time of hire. It is recommended that all paid staff and volunteers are tested for tuberculosis on an annual basis. The OPERATING ENTITY further agrees that individuals having positive test results will not be permitted to continue in such functions.

20. The OPERATING ENTITY agrees to perform face-to-face CPR/FIRST AID and AED training for all paid staff and contracted employees (excluding instructors and seasonal workers) and shall submit to the COUNTY proof of training within 30 days of their commencement. The OPERATING ENTITY agrees to have on-site an AED machine.

21. The OPERATING ENTITY agrees to comply with mandatory fire, safety, public health codes and standards and local building codes, and to provide annually evidence of continued compliance with current documentation, certifications and/or licenses, as applicable.

22. The OPERATING ENTITY agrees to include the **exact** statement and the Genesee County logo in all printed materials, newsletter, program and registration materials, special events, center's website, advertisements, program presentations, 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.***"

23. The OPERATING ENTITY agrees to email the monthly newsletter by the 5th of each month to the Department of Senior Services. The OPERATING ENTITY also agrees to allow the Department of Senior Services or their Commissioner to place an ad in the newsletter six times per year with statistics or correspondence concerning programs funded by the Senior Millage.

24. The OPERATING ENTITY shall complete the expenditures described in its approved budget (Attachment A of this Contract) no later than the end of the Program Year, September 30, 2026.

25. The OPERATING ENTITY acknowledges that, at any time, the COUNTY may withhold payment of reimbursements if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with any Program requirements. In addition, any funds provided pursuant to the 2025-2026 Program are subject to repayment to the COUNTY if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with Program requirements at any time during the 2025-2026 Program period or a prior period.

26. The COUNTY may terminate this Contract without notice at any time during the Contract term if it determines that the OPERATING ENTITY has failed to

substantially comply with Contract requirements. At the COUNTY'S option, the OPERATING ENTITY may be given fourteen (14) days' notice and the opportunity to cure the deficiencies in its Program. Furthermore, this Contract may be terminated by the County for any reason related to changing objectives of the Senior Services Program or due to diminution of funds by giving the OPERATING ENTITY written notice of the effective date of termination. All costs and liabilities associated with this Contract will cease as of the effective date of termination. Requests for funding for costs up to that date will be subject to the COUNTY assessment of acceptability.

27. This Contract may be modified by the parties only by a written document signed by authorized representatives.

28. The OPERATING ENTITY agrees that, during its tenure and for one year thereafter, none of its members, officers, or employees who exercise any functions or responsibilities with respect to the performance of the activities which are subject to this Contract shall have any interest, direct or indirect, in any subcontract or the proceeds thereof for work to be performed in connection with this Contract. The OPERATING ENTITY further agrees to incorporate a provision prohibiting such interest in all subcontracts regarding the performance of such activities.

29. The OPERATING ENTITY agrees that no individual who serves as a member of the governing board or is a member of a Board Committee or advisory committee may be employed as a staff member during his/her term of office. The OPERATING ENTITY further agrees that no Senior Millage funds shall be used to pay for the services of any employee or contractor who is a member of the immediate family of a member of the OPERATING ENTITY's governing board or of the director of the CENTER unless the individual was hired before the year 2006 and has been in continuous employment with the CENTER since being hired. A member of an immediate family shall include any of the following persons: Husband, Wife, Father Father-in-law, Mother, Mother-in-law, Sister, Sister-in-law, Brother, Brother-in-law, Son, Son-in-law, Daughter, Daughter-in-law, niece, nephew, grandchildren, aunt, uncle, cousin, stepparent, step-sibling, or domestic partner.

30. The OPERATING ENTITY agrees that no individual who serves as a member of the OPERATING ENTITY's governing board or is a member of a board committee or advisory committee will receive any payment for services from the OPERATING ENTITY.

31. The OPERATING ENTITY agrees that the Director of the CENTER will be an employee of the OPERATING ENTITY and will not hold a voting position on the governing board of the OPERATING ENTITY. The OPERATING ENTITY further agrees that the Director shall have no authority regarding the selection, evaluation, nomination, appointment, or election of any member of the governing board. It shall be the responsibility of the governing board to review and approve decisions by the Director.

32. The OPERATING ENTITY and its employees are not Genesee County employees.

33. The OPERATING ENTITY shall comply with all federal, state, or local laws, regulations and standards, processes, and any amendments thereto, as they may apply to the performance of this Contract.

34. The OPERATING ENTITY agrees to adhere to its own procurement standards or, in the absence of such acceptable standards, to the Genesee County Senior Services Purchasing Regulations as set forth in Attachment D to this Contract. The OPERATING ENTITY 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 D to this Contract. Notwithstanding the preceding, no reimbursements for overnight travel or travel outside of Genesee County shall be made from Senior Millage funds without prior approval of the Genesee County Board of Commissioners. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.

35. The OPERATING ENTITY agrees to allow the COUNTY to enter a contract with a firm to administer an annual Audited Financial Report of the CENTER operations. It is understood that a copy of the audit is required as part of the application for funding. No reimbursements for the performance period of this Contract will be made prior to a copy of the audit being provided. The OPERATING ENTITY shall submit a copy of the filed 990, 1099, and W-2 forms for the current year.

36. The OPERATING ENTITY 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 events of the senior center in a non-candidate capacity.

vii. Supporting the Senior Millage

37. The OPERATING ENTITY 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 in one instance, shall not constitute automatic future waiver regarding the requirements of this paragraph. 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 $250.00 or more per unit. Equipment purchases not included in the submitted budget are automatically unapproved unless a formal budget amendment is submitted to the Senior Services Director.

38. The OPERATING ENTITY 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 OPERATING ENTITY 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 OPERATING ENTITY of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.

39. The OPERATING ENTITY shall indemnify, defend, and hold harmless the COUNTY against any and all expenses and liability of any kind which the

COUNTY may sustain, incur, or be required to pay to arise out of this Contract; provided, however, that the provision of this paragraph shall not apply to liabilities or expenses caused by, or resulting from, the willful or negligent acts or omissions of the COUNTY or any of its officers or employees. Further, in the event the OPERATING ENTITY becomes involved in, or is threatened with, litigation related to this Contract, or the activities supported by the 2025-2026 Senior Millage – Senior Center Program, the OPERATING ENTITY shall immediately notify the COUNTY, wherein the COUNTY may enter into such litigation to protect the interests of the COUNTY as they may appear.

40. The OPERATING ENTITY shall not discriminate against any employee or applicant for employment with respect to hiring, 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 (including, but not limited to, pregnancy, sexual orientation, or gender identity), disability, marital status, height, weight, or genetic information.

41. The OPERATING ENTITY agrees that the COUNTY may, at reasonable times and without notice, visit and inspect the CENTER and discuss or survey the CENTER'S activities with seniors who agree to participate.

42. The OPERATING ENTITY gives the COUNTY, or any other representatives designated by the COUNTY, the right to visit the CENTER at reasonable times and without notice, to examine all records, books, and papers related to the performance of activities which are the subject of this Contract.

43. The OPERATING ENTITY acknowledges that the COUNTY as a public body is 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 OPERATING ENTITY 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.

44. 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.

45. The Contract Administrator of this Contract is the Senior Services Director, Lynn M. Radzilowski. Obligations of or to the COUNTY in this Contract will be performed by or provided to, the Contract Administrator, or her designee.

The individual or officer signing this Contract certifies by their name that they are authorized to sign this Contract on behalf of the responsible governing board, official, entity, or contractor.

COUNTY OF GENESEE

By:_____
Delrico Loyd, Chairperson
Genesee County Board of Commissioners

_____
Date

SWARTZ CREEK AREA SENIOR CITIZENS, INC.

By:_____
Roger Bloss, President
Swartz Creek Senior Center

_____
Date

Attachment A - 2024 - 2025 Budget and Administration

	2024-2025 Budget Revenue	2025-2026 Proposed Revenue
Name of Senior Center: Swartz Creek Area Senior Center		
Genesee County Senior Millage	**$ 206,330.00**	**$ 206,330.00**
Senior Center Award Increase		
SUBTOTAL	**$ 206,330.00**	**$ 206,330.00**
General Fund		
Local School District	$ -	$ -
Local Special Millage	$ -	$ -
In-Kind Value		
LEASE/		
VAN GAS		
	$ -	$ -
Federal CDBG	$ 18,511.00	$ 19,988.00
Private Contributions/Donations	$ 1,000.00	$ 3,000.00
MTA Grant		$ 4,000.00
	$ -	$ -
	$ -	$ -
Rental Income	$ 1,000.00	$ 1,000.00
Sales	$ 2,000.00	$ 2,500.00
Interest Income	$ 40.00	$ 40.00
Membership	$ 7,000.00	$ 7,500.00
Class Fees	$ 1,000.00	$ 1,000.00
Trips		$ 2,000.00
Fundraising Events	$ 1,200.00	$ 1,200.00
Other Revenue Sources / Investment Income	$ 2,000.00	$ 12,000.00
MEMORIALS/COMMISSIONS		
SUBTOTAL	**$ 33,751.00**	**$ 54,228.00**
	$ -	**$ -**
Total Revenue	**$ 240,081.00**	**$ 260,558.00**
Identify the supporting Local Unit of Government(s):		

Name of Center: Swartz Creek Area Senior Center	FY 2024-2025 Senior Millage Budget	FY 2025-2026 Senior Center Budget Expenditures - Total	Proposed FY 2025-2026 Senior Center Budget Expenditures - Senior Millage
ADMINISTRATION			
Salaries – Administrative			
Director	$ 54,808.00	$ 57,548.40	$ 57,548.40
Salaries – Support Staff			
Asst. Director	$ 37,440.00	$ 39,312.00	$ 39,312.00
Office Asst.	$ 19,500.00	$ 18,500.00	$ 18,500.00
Fringes -- Employer FICA	$ 8,718.00	$ 9,175.40	$ 8,900.00
Fringes – Medical/Life	$ 3,200.00	$ 2,000.00	$ 2,000.00
Fringes – Other	$ 5,500.00	$ 6,112.00	$ 5,812.00
SUBTOTAL	$ 129,166.00	$ 132,647.80	$ 132,072.40
PROGRAMMING			
Special Projects / Events	$ 5,704.00	$ 6,000.00	$ 6,000.00
Health & Nutrition	$ 4,500.00	$ 24,575.00	$ 4,500.00
Education	$ 700.00	$ 900.00	$ 900.00
Volunteer Expenses	$ 800.00	$ 800.00	$ 800.00
SUBTOTAL	$ 11,704.00	$ 32,275.00	$ 12,200.00
OPERATIONS			
Facility Maintenance	$ -		$ -
Ground Maintenance	$ 300.00		$ 175.00
Cleaning Services	$ 9,000.00	$ 10,000.00	$ 8,000.00
Building Improvements	$ 2,500.00	$ 18,825.20	$ -
Conferences / Workshops	$ 500.00	$ 300.00	$ 300.00
Insurances & Bonds	$ 10,000.00	$ 10,000.00	$ 10,000.00
Bank Service Fees		$ 100.00	
Legal Services	$ -	$ 300.00	$ -
Memberships / Publications	$ 900.00	$ 1,200.00	$ 700.00
Office Supplies	$ 5,600.00	$ 6,600.00	$ 6,000.00
Operating Supplies	$ 4,500.00	$ 5,500.00	$ 5,000.00
Advertising	$ 500.00	$ 750.00	$ 550.00
Postage	$ 4,000.00	$ 6,000.00	$ 4,322.60
Printing	$ 1,500.00	$ 1,500.00	$ 1,500.00
Service Contracts/Licenses			
Health Dept License	$ 360.00	$ 360.00	$ 360.00
Computer Maintenance	$ 4,000.00	$ 4,000.00	$ 4,000.00
Phone/ Fax/ Internet/ Web	$ 6,000.00	$ 6,000.00	$ 6,000.00
Travel / Mileage	$ 1,300.00	$ 1,300.00	$ 1,300.00
Utilities	$ 9,000.00	$ 10,000.00	$ 8,000.00
Vehicle Maint.	$ 1,200.00	$ 1,600.00	$ 1,200.00
Van Driver	$ 3,000.00	$ 3,500.00	$ 3,500.00
Outreach	$ 400.00	$ 400.00	$ 400.00
Fundraisers		$ 1,000.00	
Trip Travel Supplies	$ 100.00	$ 100.00	$ 50.00
Recreation/Leisure Supplies	$ 300.00	$ 300.00	$ 200.00
SUBTOTAL	**$ 64,960.00**	**$ 89,635.20**	**$ 61,557.60**
COMPUTERS SOFTWARE			
XAVUS SOLUTIONS	$ 500.00		$ 500.00
Equipment Purchases	$ -	$ 6,000.00	$ -
	$ -		$ -
Senior Center Award Increase			
	$ -		$ -
SUBTOTAL	$ 500.00	$ 6,000.00	$ 500.00
TOTAL AWARD EXPENDITURES	**$ 206,330.00**	**$ 260,558.00**	**$ 206,330.00**

2025-2026 SENIOR MILLAGE MONTHLY REIMBURSEMENT REQUEST

Senior Center: Swartz Creek Area Senior Center

Pay to (Operating Entity): Swartz Creek Area Senior Center

Mail Address: 8095 Civic Drive

Swartz Creek, MI 48473

2025-2026 SENIOR MILLAGE FUND BALANCE

2025-2026 Millage Allocation: $ 206,330.00

Funds Previously Requested $ -

Balance Remaining Prior to this Request: $ -

Time Period of Expenditures for this Request: October 1 - October 31, 2025

Total Claimed in this Request: $ -

Balance Remaining After this Request: $ - $ -

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

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number / Confirmation of Payment
ADMINISTRATION EXPENDITURES			
SUBTOTAL - ADMINISTRATION	$ -		
PROGRAMMING EXPENDITURES			
SUBTOTAL - PROGRAMMING	$ -		

ATTACHMENT B 2025-2026 SENIOR MILLAGE SENIOR CENTER MONTHLY REIMBURSEMENT REQUEST FORM

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number -- Confirmation of Payment
OPERATIONS EXPENDITURES			
SUBTOTAL - OPERATIONS	$ -		
EQUIPMENT PURCHASES EXPENDITURES			
SUBTOTAL - EQUIPMENT	$ -		
TOTAL MONTHLY EXPENDITURES	$ -		
TOTAL MONTHLY REIMBURSEMENT REQUEST	$ -		

GENESEE COUNTY
SENIOR SERVICES

County Administration Building
324 S. Saginaw St.
7th Floor - Suite 7A
Flint, Michigan 48502
(810) 424-4478

Lynn M. Radzilowski
Director

Authorization for Michigan ICHAT
(Internet Criminal History Access Tool)

Reason for ICHAT (please circle one): Employment Volunteer
Other:_____

First Name: _____ **Middle Name:** _____ **Last Name:** _____

Date of Birth: _____ **Race:** _____ **Gender:** _____

Other Last Name(s): _____
Other First Name(s): _____
Other Middle Initial: _____

Senior Center _____

I authorize the Genesee County Department of Senior Services and/or its agents to conduct a background check, including, but not limited to, the information I have indicated above. I understand that the information obtained will be used for lawful purposes only.

□ By checking this box, I authorize the Genesee County Department of Senior Services to perform annual background checks while volunteering or employed at the senior center, and I release all persons, companies, or agencies from any liability that may result from furnishing such information.

_____ _____
Signature of Applicant **Date**

_____ _____
Witness **Date**

Please return original to:

Department of Senior Services
324 S. Saginaw St.
7th Floor – Suite 7A
Flint, MI 48502

Genesee County Purchasing Regulations:

https://cms3.revize.com/revize/geneseenew/PURCHASING%20REGULATIONS%208222016.pdf

Genesee County Travel Regulations:

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

2025-2026 Levels of Service - Senior Citizen Centers

	Minimum Average Number of Activity / Service Type Provided Each Month		
Activity / Service Type	**Level 3**	**Level 2**	**Level 1**
Education	10	6	4
Health	14	10	8
Nutrition	Available	Available	Available
Transportation	Available	Available	Available
Social Services	10	6	Available
Outreach	Distribute Newsletter	Distribute Newsletter	Distribute Newsletter
Reports of Participation	MySeniorCenter	MySeniorCenter	Sign-in sheets
Volunteerism / Planning	Available	Available	Available
Support Groups	Available	Available	Not Required
Legal Services	Available	Available	Not Required
Health Screenings	Available	Available	Not Required
Unduplicated Seniors	1,000+	250+	100+

Programming Definitions

Education – A class or seminar **lead by an instructor** to show "how to do" or give information on a specific topic. Education examples but are not limited to:

Computer Classes, Craft Classes, Driver Safety Classes, Quilting or Sewing Classes, Gardening, Investments, Tech Class, Painting Classes, Music Lessons, Woodshop, Woodcarving, Diabetic Classes

Health – Services/Classes/Exercise – Programming which falls under medical services. Health examples but are not limited to:

Brain Games, Chess, Puzzles, Vaccinations, Exercise, Dance Classes, Tai Chi, Yoga, Wii Games, Podiatrist,

Chiropractor, Health Screenings (blood pressure, blood sugar, vision, hearing, etc.)

Nutrition Services – Provision for healthy meals and healthy eating, which includes but is not limited to:

Congregate Meals, Senior Center Meals, Cooking Classes, Food Pantry, Commodities, TEFAP, Senior Project Fresh, Nutrition education

Transportation – Transportation is limited to transporting older adults in Senior Center vehicles or MTA transportation set up through the senior center. A ride is considered as one way. *Example – You pick up Jan Doe at her home to the Senior Center. She has requested to go to the post office and then to her home. This would be logged as three rides*. Transportation does not include rented Motorcoach Transportation. Transportation includes but not limited to:

Grocery shopping, to/from the senior Center, Doctor/Medical appointments, Personal needs

Socialization – Programming to enhance the older adult's social experience. Socialization includes but is not limited to:

Bingo, Cards, Entertainment events, Coffee/socializing, social groups such as knitting/crocheting without

Instructor, travel programs

Social Services – Services performed (one to one) by volunteers or staff personnel. Social services include but are not limited to:

Housing information, Intake – Assessment and Referral*, Legal Services, My Bridges, Medicare Part D, MMAP, Tax Assistance, Medical Loan Closet, Support Groups*, CHAP/Social Workers, Medical Program

Registration (Genesee Health Plan Dental, Advanced Care Planning, etc.)

Outreach – Outreach includes but is not limited to:

Newsletters, Presentations/Speaking engagements regarding the Senior Center, Information and Assistance, Marketing efforts, Senior Center Website visits

Volunteerism – Unpaid service to the Senior Center, includes but are not limited to:

Center maintenance, AARP tax volunteers, Committee/Board members, Reception Desk/Greeters, Instructors, Kitchen help

** - It is understood a program may fall withing the definition of more than one area. It should be used in only one category per month.* ***Example****: you normally put line dancing in Health however, during the month of February you had plenty of events in health but needed extra in education. For the month of February, you could move line Dancing from Health and put it under Education. For unduplicated yearly statistics the event would only be used in one category.*

** - Not to be confused with Information and Assistance.*

2025-2026 Senior Millage Monthly Activity Log

Number of New Senior Participants During This Activity Period:	
Number of Duplicated Senior Participants During This Activity Period:	
Cumulative Number of Unduplicated Senior Participants Year to Date:	

Senior Center Name:	**Month:**

Education Activities			Health Activities			Nutrition Activities			Transportation Activities			Social Services			Outreach			Volunteerism/Planning		
Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Units	Activity Title	Activity Frequency	# of Hours of Service
Total Education	**0**	**0**	**Total Health**	**0**	**0**	**Total Nutrition**	**0**	**0**	**Total Transportation**	**0**	**0**	**Total Social Services**	**0**	**0**	**Total Outreach**	**0**	**0**	**Total Volunteer/ Planning**	**0**	**0**

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? New for FY 2025-2026

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.

SWART-6

OP ID: SL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Blackmore-Rowe Insurance P. O. Box 320407 G-6235 Corunna Road, Suite H Flint, MI 48532 Jamie Youngston 810-720-8244	CONTACT NAME: Jamie Youngston PHONE (A/C, No, Ext): 810-720-8244 FAX (A/C, No): 810-720-8238 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : West Bend Insurance Company	15350
INSURED Swartz Creek Area Senior Citizens, Inc. 8095 Civic Dr Swartz Creek, MI 48473	INSURER B : Retailers Mutual	
	INSURER C : Auto Owners Insurance	18988
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			1403789	01/13/2025	01/13/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 200,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY							
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY X SCHEDULED AUTOS			1403789	01/13/2025	01/13/2026	BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR							
	EXCESS LIAB CLAIMS-MADE			1403789	01/13/2025	01/13/2026	EACH OCCURRENCE	$ 1,000,000
	DED RETENTION $						AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		WCP41010001	01/13/2025	01/13/2026	E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
C	Employee Dishonest			14214921	08/04/2024	08/04/2027	Empl Dish	5,000
A	Directors & Office			NNQ1411507	01/13/2025	01/13/2026	D&O	1,000,000

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

CERTIFICATE HOLDER

INSDCOP

Insured's Copy

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jamie Youngston James N. Youngston

ACORD 25 (2016/03)

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Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2046 **Agenda Date:** 8/13/2025 **Agenda #:** 16.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of an agreement between Genesee County and Mundy Township, in an amount not to exceed $137,923.00, to provide for the operations of the Mundy Township Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

BOARD ACTION REQUESTED:

Approval of the contract between Genesee County and the Mundy Township. (Mundy Township Senior Center) for the fiscal year 2025-2026 in the amount not to exceed $137,923.00.

BACKGROUND:

This annual contract allows the senior centers to receive reimbursement for approved budgeted monthly expenses from the Genesee County Senior Millage.

DISCUSSION:

Mundy Township is a local unit of government that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community at the Mundy Township Senior Center.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. #2231-691.00-867.018

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of seniors, by funding programs and services that promote health, safety, and high quality of life. The

contracts additionally support the provision of free services to seniors that directly impact their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 contract between Genesee County and Mundy Township to fund the Mundy Township Senior Center for the term commencing October 1, 2025, through September 30, 2026, in an amount not to exceed $137,923.00 to be paid from account #2231-691.00-867.018, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

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

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1) Is this a new contract or a renewal/extension? New for FY 2025-2026

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.

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c. Millage Funded: ☑ (Go to Question 5)

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a. Services:

- Use the **Professional Service Contract Template**

b. Construction/Physical Building Altercation/Remodel

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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.

CONTRACT BETWEEN

The County of Genesee,
a Municipal Corporation,
Acting By and Through
Genesee County Department of Senior Services
324 South Saginaw Street, Suite 7A
Flint, Michigan 48502

And

Mundy Township
3478 Mundy Avenue
Swartz Creek, Michigan 48473
A Local Unit of Government
hereinafter referred to as the "OPERATING ENTITY,"
the entity operating the **Mundy Township Senior & Enrichment Center,**
hereinafter referred to as the "Senior Center" or "**CENTER."**
The COUNTY and OPERATING ENTITY together hereinafter referred to as the
"PARTIES."

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

WHEREAS, the Genesee County Board of Commissioners adopted a 2025-2026 Senior Millage – Senior Center Program ("Program") budget with the objective of providing Senior Citizen Services Millage (the "Senior Millage") funds to county senior centers for the purpose of increasing and enhancing senior citizen services, beyond those offered by senior centers prior to the Senior Millage, with funding from the Senior Millage previously authorized by the electorate of Genesee County; and

WHEREAS the objective of the Senior Millage is to fund services that improve the health, safety, and quality of life for Genesee County residents aged 60 years or older; and

WHEREAS Genesee County hereinafter referred to as the "COUNTY" is responsible for administering and expending the Senior Millage as adopted and amended by the Genesee County Board of Commissioners, and for assuring compliance with Program requirements; and

WHEREAS the OPERATING ENTITY operates a CENTER that has been designated as a preferred focal point for comprehensive and coordinated service to seniors in Genesee County; and

WHEREAS the OPERATING ENTITY has adequately represented in its application to the COUNTY that it intends to undertake or continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, because the objectives of the Program coincide with the objectives of the OPERATING ENTITY, the two parties have, therefore, entered this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, the parties agree as follows:

1. The Contract term commences on October 1, 2025, and continues through September 30, 2026. The Contract is effective upon approval by the Genesee County Board of Commissioners.

   The County has the option to extend this Contract for one (1) additional one-year term (the "Extension Term"). The Senior Services Director is authorized to execute the Extension Term on behalf of Genesee County.

2. The OPERATING ENTITY agrees to accept the terms of this Contract and those stated in its submitted application for Senior Millage funding and further agrees to perform the services described in this Contract, the Center's application, and in the attachments listed below, all of which are incorporated by reference to this Contract:

Attachment A:	2025-2026 Senior Millage – Senior Center Program Budget & Revenue Sheet
Attachment B:	2025-2026 Senior Millage – Senior Center Program Monthly Reimbursement Request Form
Attachment C:	ICHAT Form
Attachment D:	Genesee County Senior Services Purchasing Regulations and Genesee County Travel Regulations
Attachment E:	Levels of Monthly Service and Programming Definitions
Attachment F:	Monthly MySeniorCenter Activity log report

   This document governs if a conflict exists between this document and those incorporated by reference or the application.

3. The OPERATING ENTITY agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure that the use of Senior Millage funds complies with all 2025-2026 Senior Millage – Senior Center Program requirements, and further agrees to perform within the policies applicable to program requirements stated:

   a. Senior Centers shall continue to provide the level of service to maintain the associated funding level. For centers failing to meet the benchmarks for two consecutive months following notification, the funding may be reduced to the dollar amount calculated for the level of service.

b. Senior Centers may solicit and accept funds such as donations from many sources including foundations, the public or private sector, individuals, fundraiser events, and other activities, to enhance center programming and operations. Membership fees may also be classified as donations if the service included as part of the fee is offered by the senior center to seniors who choose to not purchase a membership. A center's request for donations shall not be directly tied to the provision of a millage-supported service nor shall a donation result in undue influence over a center for the donating party's private or personal interests. The OPERATING ENTITY shall, within 30 days of receipt of funds, disclose to Genesee County all funds received as alternate sources of income, including donations, membership fees, and revenue.

4. The COUNTY agrees to award the OPERATING ENTITY a total amount not to exceed $137,923.00 for the full term of the Contract for support of services for seniors through the expenditures described in the approved budget submitted by the OPERATING ENTITY, Attachment A to this Contract, said amount to be disbursed and reimbursed as stated in paragraphs 5 of this Contract; subject, however, to limitations contained in this Contract as to the use of Senior Millage funds and possible termination of the Contract due to failure to comply with Program requirements. This Operating Entity is awarded $137,923.00 and is funded at Level 2.

5. The OPERATING ENTITY shall submit to the COUNTY monthly Reimbursement Request Reports, using the format provided in Attachment B of this Contract. All 2025-2026 Program funds will be reimbursed by the COUNTY to the OPERATING ENTITY based on approval of monthly reimbursement requests as documented by invoices and other supporting documentation. Monthly supporting documentation includes the following but is not intended to be all-inclusive: time sheets, copies of payroll/invoices, bank statements, canceled checks, credit card statements, and profit and loss statements. Monthly reimbursement payments will begin in November 2025 for October reimbursements, or as soon thereafter as requests are submitted and approved.

    a. The total amount of fees collected for any program, class, or event for which Senior Millage reimbursement is sought shall be noted on the reimbursement request and deducted from the submitted cost.

    b. All operating and equipment expenditure reimbursement requests for credit and/or debit card purchases must be made using a card issued in the name of the senior center or the municipality under the governing body. Each reimbursement request must include a copy of the full credit or debit card invoice and a copy of the issued check.

    c. OPERATING ENTITY shall not be reimbursed for any reimbursement request including a receipt or invoice in which a portion of the receipt or invoice has been redacted, obscured, or blacked out.

6. The OPERATING ENTITY agrees to purchase, maintain, and utilize MySeniorCenter software for intake, compiling, and reporting of attendance and programming statistics. All users will complete and sign the MySeniorCenter policy before access is given to the database. A monthly activity report provided in Attachment F must be submitted no later than the 5th of every month.

7. 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. The COUNTY may, at its discretion and upon reasonable notice, require the OPERATING ENTITY to complete reports additional to those attached to this Contract regarding the CENTER'S expenses and activities.

8. The following criteria apply for reimbursements:

    a. The monthly reimbursement will not exceed 1/12 of the total funding award unless the Operating Entity has obtained prior approval from the Department of Senior Services. If the Center or Operating Entity is found to be in noncompliance, reimbursement requests may not receive approval until the concern (s) of non-compliance are corrected to the satisfaction of the County.

    b. 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.

    c. Senior Millage funds may not be used to buy gifts or gift cards for employees, interns, senior citizen participants, or board members. Senior Millage funds cannot be used for volunteer or intern stipends, or housing.

    d. All requested reimbursement receipts for this Contract term must be received by the Department of Senior Services by October 31, 2026, including utility payments. Receipts received after this date will not be reimbursed. Submitted items must be invoices or receipts; purchase orders are not reimbursable.

    e. Subject to subparagraph 8d above, reimbursement requests must be submitted within 90 days of the date of service of the activity for which reimbursement is sought, or within 45 days of the date of invoice or receipt, whichever occurs later. Exceptions apply to requests related to annual bills, memberships, or services extending beyond the current fiscal year. This includes but is not limited to payroll, utility bills, phone bills, software subscriptions, memberships, service contracts, trainings

or conferences, and credit card purchases. The remaining portions of the reimbursement requests may be submitted at the start of the following fiscal year.

f. Monthly reimbursement requests can include no more than two months of supplies for the center, including office, operating, or food supplies.

g. All equipment purchases and any facility improvements must be purchased and/or completed by August 2026, to allow Department of Senior Service staff to confirm purchases and improvements before the end of the fiscal year.

h. Senior Millage funds may not be used to purchase daily meals for the senior center without prior approval from the Department of Senior Services.

9. The OPERATING ENTITY agrees to document all revenue. Monetary transactions (cash or check) must be documented, and a receipt issued. Keep documentation related to revenue such as receipts on-site at the CENTER for review by the Department of Senior Services.

10. The OPERATING ENTITY 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. All budget adjustments must be approved by the Department of Senior Services, not to exceed $29,999,99. The Board of Commissioners' approval is required for budget amendments over the amount of $30,000.

11. The OPERATING ENTITY agrees to provide to all Genesee County senior residents aged 60 and over wishing to use services at the CENTER, without any fee differential based on where within the County the senior citizen resides, and a minimum of activities per month for Level 3 and Level 2, respectively for the following services: educational programs (10, 6); health programs (14, 10); and social services (10, 6). Each center will continue support groups, legal services, and health screenings. By March 31, 2025, each center must reach 90% of its required yearly unduplicated count. Level 3 – 1,000: 900; Level 2 – 250: 225.

12. The OPERATING ENTITY agrees to offer and have available daily, congregate meals and/or nutritional programs; transportation services which may be provided by the CENTER or through the Mass Transportation Authority.

13. The OPERATING ENTITY agrees to adhere to senior programming, state, and federal guidelines, and regulations, including but not limited to meal regulations.

14. The OPERATING ENTITY agrees to employ a full-time, on-site Director of the CENTER.

15. The OPERATING ENTITY agrees to keep the CENTER open and accessible to seniors a minimum of forty (40) hours; 5 days per week, except for County or State recognized holidays or other local units of government-approved building closures. Programming must be scheduled for a minimum of forty (40) hours per week.

16. The OPERATING ENTITY agrees to implement the 2025-2026 Program in accordance with the projected budget contained in its application and included as Attachment A to this Contract, subject to any prior approval limitations set forth therein.

17. The OPERATING ENTITY agrees to implement appropriate and adequate methods to evaluate and report on its operational and programmatic performance, including, but not limited to, individual activity participation numbers of seniors, financial record keeping, revenue and expenditures incurred, local maintenance of effort commitments and other applicable supportive documentation of expenditures supported by 2025-2026 Program funds.

18. The OPERATING ENTITY agrees to perform criminal background checks annually 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. See Attachment C. 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 Operating Entity agrees to perform yearly criminal background checks on all board members. See Attachment C. The OPERATING ENTITY 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.

19. The OPERATING ENTITY agrees to perform tests for tuberculosis for all paid staff and volunteer workers who will have direct contact with food preparation and/or distribution tasks and shall submit to the COUNTY proof of said tests within 15 days of their commencement. All other paid staff and volunteers are only required to have a tuberculosis test at the time of hire. It is recommended that all paid staff and volunteers are tested for tuberculosis on an annual basis. The OPERATING ENTITY further agrees that individuals having positive test results will not be permitted to continue in such functions.

20. The OPERATING ENTITY agrees to perform face-to-face CPR/FIRST AID and AED training for all paid staff and contracted employees (excluding instructors and seasonal workers) and shall submit to the COUNTY proof of training within 30 days of their commencement. The OPERATING ENTITY agrees to have on-site an AED machine.

21. The OPERATING ENTITY agrees to comply with mandatory fire, safety, public health codes and standards and local building codes, and to provide annually evidence of continued compliance with current documentation, certifications and/or licenses, as applicable.

22. The OPERATING ENTITY agrees to include the **exact** statement and the Genesee County logo in all printed materials, newsletter, program and registration materials, special events, center's website, advertisements, program presentations, 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.***"

23. The OPERATING ENTITY agrees to email the monthly newsletter by the 5th of each month to the Department of Senior Services. The OPERATING ENTITY also agrees to allow the Department of Senior Services or their Commissioner to place an ad in the newsletter six times per year with statistics or correspondence concerning programs funded by the Senior Millage.

24. The OPERATING ENTITY shall complete the expenditures described in its approved budget (Attachment A of this Contract) no later than the end of the Program Year, September 30, 2026.

25. The OPERATING ENTITY acknowledges that, at any time, the COUNTY may withhold payment of reimbursements if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with any Program requirements. In addition, any funds provided pursuant to the 2025-2026 Program are subject to repayment to the COUNTY if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with Program requirements at any time during the 2025-2026 Program period or a prior period.

26. The COUNTY may terminate this Contract without notice at any time during the Contract term if it determines that the OPERATING ENTITY has failed to

substantially comply with Contract requirements. At the COUNTY'S option, the OPERATING ENTITY may be given fourteen (14) days' notice and the opportunity to cure the deficiencies in its Program. Furthermore, this Contract may be terminated by the County for any reason related to changing objectives of the Senior Services Program or due to diminution of funds by giving the OPERATING ENTITY written notice of the effective date of termination. All costs and liabilities associated with this Contract will cease as of the effective date of termination. Requests for funding for costs up to that date will be subject to the COUNTY assessment of acceptability.

27. This Contract may be modified by the parties only by a written document signed by authorized representatives.

28. The OPERATING ENTITY agrees that, during its tenure and for one year thereafter, none of its members, officers, or employees who exercise any functions or responsibilities with respect to the performance of the activities which are subject to this Contract shall have any interest, direct or indirect, in any subcontract or the proceeds thereof for work to be performed in connection with this Contract. The OPERATING ENTITY further agrees to incorporate a provision prohibiting such interest in all subcontracts regarding the performance of such activities.

29. The OPERATING ENTITY agrees that no individual who serves as a member of the governing board or is a member of a Board Committee or advisory committee may be employed as a staff member during his/her term of office. The OPERATING ENTITY further agrees that no Senior Millage funds shall be used to pay for the services of any employee or contractor who is a member of the immediate family of a member of the OPERATING ENTITY's governing board or of the director of the CENTER unless the individual was hired before the year 2006 and has been in continuous employment with the CENTER since being hired. A member of an immediate family shall include any of the following persons: Husband, Wife, Father Father-in-law, Mother, Mother-in-law, Sister, Sister-in-law, Brother, Brother-in-law, Son, Son-in-law, Daughter, Daughter-in-law, niece, nephew, grandchildren, aunt, uncle, cousin, stepparent, step-sibling, or domestic partner.

30. The OPERATING ENTITY agrees that no individual who serves as a member of the OPERATING ENTITY's governing board or is a member of a board committee or advisory committee will receive any payment for services from the OPERATING ENTITY.

31. The OPERATING ENTITY agrees that the Director of the CENTER will be an employee of the OPERATING ENTITY and will not hold a voting position on the governing board of the OPERATING ENTITY. The OPERATING ENTITY further agrees that the Director shall have no authority regarding the selection, evaluation, nomination, appointment, or election of any member of the governing board. It shall be the responsibility of the governing board to review and approve decisions by the Director.

32. The OPERATING ENTITY and its employees are not Genesee County employees.

33. The OPERATING ENTITY shall comply with all federal, state, or local laws, regulations and standards, processes, and any amendments thereto, as they may apply to the performance of this Contract.

34. The OPERATING ENTITY agrees to adhere to its own procurement standards or, in the absence of such acceptable standards, to the Genesee County Senior Services Purchasing Regulations as set forth in Attachment D to this Contract. The OPERATING ENTITY 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 D to this Contract. Notwithstanding the preceding, no reimbursements for overnight travel or travel outside of Genesee County shall be made from Senior Millage funds without prior approval of the Genesee County Board of Commissioners. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.

35. The OPERATING ENTITY agrees to allow the COUNTY to enter a contract with a firm to administer an annual Audited Financial Report of the CENTER operations. It is understood that a copy of the audit is required as part of the application for funding. No reimbursements for the performance period of this Contract will be made prior to a copy of the audit being provided. The OPERATING ENTITY shall submit a copy of the filed 990, 1099, and W-2 forms for the current year.

36. The OPERATING ENTITY 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 events of the senior center in a non-candidate capacity.

vii. Supporting the Senior Millage

37. The OPERATING ENTITY 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 in one instance, shall not constitute automatic future waiver regarding the requirements of this paragraph. 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 $250.00 or more per unit. Equipment purchases not included in the submitted budget are automatically unapproved unless a formal budget amendment is submitted to the Senior Services Director.

38. The OPERATING ENTITY 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 OPERATING ENTITY 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 OPERATING ENTITY of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.

39. The OPERATING ENTITY shall indemnify, defend, and hold harmless the COUNTY against any and all expenses and liability of any kind which the

COUNTY may sustain, incur, or be required to pay to arise out of this Contract; provided, however, that the provision of this paragraph shall not apply to liabilities or expenses caused by, or resulting from, the willful or negligent acts or omissions of the COUNTY or any of its officers or employees. Further, in the event the OPERATING ENTITY becomes involved in, or is threatened with, litigation related to this Contract, or the activities supported by the 2025-2026 Senior Millage – Senior Center Program, the OPERATING ENTITY shall immediately notify the COUNTY, wherein the COUNTY may enter into such litigation to protect the interests of the COUNTY as they may appear.

40. The OPERATING ENTITY shall not discriminate against any employee or applicant for employment with respect to hiring, 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 (including, but not limited to, pregnancy, sexual orientation, or gender identity), disability, marital status, height, weight, or genetic information.

41. The OPERATING ENTITY agrees that the COUNTY may, at reasonable times and without notice, visit and inspect the CENTER and discuss or survey the CENTER'S activities with seniors who agree to participate.

42. The OPERATING ENTITY gives the COUNTY, or any other representatives designated by the COUNTY, the right to visit the CENTER at reasonable times and without notice, to examine all records, books, and papers related to the performance of activities which are the subject of this Contract.

43. The OPERATING ENTITY acknowledges that the COUNTY as a public body is 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 OPERATING ENTITY 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.

44. 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.

45. The Contract Administrator of this Contract is the Senior Services Director, Lynn M. Radzilowski. Obligations of or to the COUNTY in this Contract will be performed by or provided to, the Contract Administrator, or her designee.

The individual or officer signing this Contract certifies by their name that they are authorized to sign this Contract on behalf of the responsible governing board, official, entity, or contractor.

COUNTY OF GENESEE

By:_____
Delrico Loyd, Chairperson
Genesee County Board of Commissioners

_____
Date

MUNDY TOWNSHIP

By:_____
Chad Young, Township Manager
Mundy Township

_____
Date

Attachment A for Contract: 2025 - 2026 Budget and Administration

	2024-2025 Budget Revenue	2025-2026 Proposed Revenue
Name of Senior Center: Mundy		
	$ -	
SUBTOTAL	**$ -**	**$ -**
General Fund		
Local School District	$ -	$ -
Local Special Millage	$ -	$ -
In-Kind Value		
LEASE/		
VAN GAS		
		$ -
Federal CDBG	$ 10,194.00	$ 10,812.00
State of Mich. Office of Services to the Aging	$ -	$ -
Michigan Department of Transportation	$ -	$ -
Valley Area Agency on Aging	$ -	$ -
Private Contributions/Donations		
Special Projects Grants - Specialized Services	$ 4,690.00	$ 4,690.00
		$ -
		$ -
Program Service Fees / TRAVEL		
Rental Income	$ -	
Interest Income		
Membership		
Newsletter Fees	$ 100.00	$ 500.00
Fundraising Events	$ 2,400.00	$ 4,000.00
Other Revenue Sources	$ 8,500.00	$ 10,000.00
MEMORIALS/COMMISSIONS		
SUBTOTAL	**$ 25,884.00**	**$ 30,002.00**
		$ -
Total Revenue		**$ 30,002.00**
Identify the supporting Local Unit of Government(s):	Mundy Township	

Name of Center: Mundy Township Senior & Enrichment Center	FY 2024-2025 Senior Millage Budget	Proposed FY 2025-2026 Senior Center Budget Expenditures - Senior Millage
ADMINISTRATION		
Salaries – Administrative	$ 51,534.00	$ 42,400.00
Salaries – Support Staff	$ 23,400.00	$ 40,000.00
Fringes -- Employer FICA	$ 5,740.00	$ 7,400.00
Fringes – Medical	$ 11,946.00	$ 12,550.00
Fringes – Other	$ 6,778.00	$ 5,350.00
SUBTOTAL	$ 99,398.00	$ 107,700.00
PROGRAMMING		
Special Projects / Events	$ 16,000.00	$ 12,000.00
Volunteer Expenses	$ -	$ -
SUBTOTAL	$ 16,000.00	$ 12,000.00
OPERATIONS		
Facility Maintenance	$ 7,640.00	$ 8,713.00
	$ -	$ -
	$ -	$ -
Professional Development	$ 500.00	$ 1,000.00
Insurances & Bonds	$ -	$ -
Legal Services	$ -	$ -
Memberships / Publications	$ 150.00	$ 150.00
Office Supplies	$ 1,500.00	$ 2,000.00
Operating Supplies	$ 2,400.00	$ 3,000.00
Postage	$ 800.00	$ -
Service Contracts/Licenses	$ 2,657.00	$ -
Phone/ Fax/ Internet/ Web Services	$ 1,613.00	$ 1,300.00
Vehicle Maintenance / Insurance	$ -	$ -
Outreach	$ 4,275.00	$ 1,000.00
		$ -
SUBTOTAL	**$ 21,535.00**	**$ 17,163.00**
COMPUTERS SOFTWARE		
XAVUS SOLUTIONS	$ 990.00	$ 1,060.00
Equipment Purchases	$ -	$ -
SUBTOTAL	$ 990.00	$ 1,060.00
TOTAL AWARD EXPENDITURES	**$ 137,923.00**	**$ 137,923.00**

2025-2026 SENIOR MILLAGE MONTHLY REIMBURSEMENT REQUEST

Senior Center: Mundy Township Senior Center

Pay to (Operating Entity): Mundy Township

Mail Address: 3478 Mundy Ave

Swartz Creek, MI 48473

2025-2026 SENIOR MILLAGE FUND BALANCE

2025-2026 Millage Allocation: $ 137,923.00

Funds Previously Requested $ -

Balance Remaining Prior to this Request: $ -

Time Period of Expenditures for this Request: October 1 thru October 31, 2025

Total Claimed in this Request: $ -

Balance Remaining After this Request: $ - $ -

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

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number / Confirmation of Payment
ADMINISTRATION EXPENDITURES			
SUBTOTAL - ADMINISTRATION	$ -		
PROGRAMMING EXPENDITURES			
SUBTOTAL - PROGRAMMING	$ -		

ATTACHMENT B 2025-2026 SENIOR MILLAGE SENIOR CENTER MONTHLY REIMBURSEMENT REQUEST FORM

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number -- Confirmation of Payment
OPERATIONS EXPENDITURES			
SUBTOTAL - OPERATIONS	$ -		
EQUIPMENT PURCHASES EXPENDITURES			
SUBTOTAL - EQUIPMENT	$ -		
TOTAL MONTHLY EXPENDITURES	$ -		
TOTAL MONTHLY REIMBURSEMENT REQUEST	$ -		

GENESEE COUNTY
SENIOR SERVICES

County Administration Building
324 S. Saginaw St.
7th Floor - Suite 7A
Flint, Michigan 48502
(810) 424-4478

Lynn M. Radzilowski
Director

Authorization for Michigan ICHAT
(Internet Criminal History Access Tool)

Reason for ICHAT (please circle one): Employment Volunteer
Other:_____

First Name: _____ **Middle Name:** _____ **Last Name:** _____

Date of Birth: _____ **Race:** _____ **Gender:** _____

Other Last Name(s): _____
Other First Name(s): _____
Other Middle Initial: _____

Senior Center _____

I authorize the Genesee County Department of Senior Services and/or its agents to conduct a background check, including, but not limited to, the information I have indicated above. I understand that the information obtained will be used for lawful purposes only.

□ By checking this box, I authorize the Genesee County Department of Senior Services to perform annual background checks while volunteering or employed at the senior center, and I release all persons, companies, or agencies from any liability that may result from furnishing such information.

_____ _____
Signature of Applicant **Date**

_____ _____
Witness **Date**

Please return original to:

Department of Senior Services
324 S. Saginaw St.
7th Floor – Suite 7A
Flint, MI 48502

Genesee County Purchasing Regulations:

https://cms3.revize.com/revize/geneseenew/PURCHASING%20REGULATIONS%208222016.pdf

Genesee County Travel Regulations:

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

2025-2026 Levels of Service - Senior Citizen Centers

	Minimum Average Number of Activity / Service Type Provided Each Month		
Activity / Service Type	**Level 3**	**Level 2**	**Level 1**
Education	10	6	4
Health	14	10	8
Nutrition	Available	Available	Available
Transportation	Available	Available	Available
Social Services	10	6	Available
Outreach	Distribute Newsletter	Distribute Newsletter	Distribute Newsletter
Reports of Participation	MySeniorCenter	MySeniorCenter	Sign-in sheets
Volunteerism / Planning	Available	Available	Available
Support Groups	Available	Available	Not Required
Legal Services	Available	Available	Not Required
Health Screenings	Available	Available	Not Required
Unduplicated Seniors	1,000+	250+	100+

Programming Definitions

Education – A class or seminar **lead by an instructor** to show "how to do" or give information on a specific topic. Education examples but are not limited to:

Computer Classes, Craft Classes, Driver Safety Classes, Quilting or Sewing Classes, Gardening, Investments, Tech Class, Painting Classes, Music Lessons, Woodshop, Woodcarving, Diabetic Classes

Health – Services/Classes/Exercise – Programming which falls under medical services. Health examples but are not limited to:

Brain Games, Chess, Puzzles, Vaccinations, Exercise, Dance Classes, Tai Chi, Yoga, Wii Games, Podiatrist,

Chiropractor, Health Screenings (blood pressure, blood sugar, vision, hearing, etc.)

Nutrition Services – Provision for healthy meals and healthy eating, which includes but is not limited to:

Congregate Meals, Senior Center Meals, Cooking Classes, Food Pantry, Commodities, TEFAP, Senior Project Fresh, Nutrition education

Transportation – Transportation is limited to transporting older adults in Senior Center vehicles or MTA transportation set up through the senior center. A ride is considered as one way. *Example – You pick up Jan Doe at her home to the Senior Center. She has requested to go to the post office and then to her home. This would be logged as three rides*. Transportation does not include rented Motorcoach Transportation. Transportation includes but not limited to:

Grocery shopping, to/from the senior Center, Doctor/Medical appointments, Personal needs

Socialization – Programming to enhance the older adult's social experience. Socialization includes but is not limited to:

Bingo, Cards, Entertainment events, Coffee/socializing, social groups such as knitting/crocheting without

Instructor, travel programs

Social Services – Services performed (one to one) by volunteers or staff personnel. Social services include but are not limited to:

Housing information, Intake – Assessment and Referral*, Legal Services, My Bridges, Medicare Part D, MMAP, Tax Assistance, Medical Loan Closet, Support Groups*, CHAP/Social Workers, Medical Program

Registration (Genesee Health Plan Dental, Advanced Care Planning, etc.)

Outreach – Outreach includes but is not limited to:

Newsletters, Presentations/Speaking engagements regarding the Senior Center, Information and Assistance, Marketing efforts, Senior Center Website visits

Volunteerism – Unpaid service to the Senior Center, includes but are not limited to:

Center maintenance, AARP tax volunteers, Committee/Board members, Reception Desk/Greeters, Instructors, Kitchen help

** - It is understood a program may fall withing the definition of more than one area. It should be used in only one category per month.* ***Example****: you normally put line dancing in Health however, during the month of February you had plenty of events in health but needed extra in education. For the month of February, you could move line Dancing from Health and put it under Education. For unduplicated yearly statistics the event would only be used in one category.*

** - Not to be confused with Information and Assistance.*

2025-2026 Senior Millage Monthly Activity Log

Number of New Senior Participants During This Activity Period:	
Number of Duplicated Senior Participants During This Activity Period:	
Cumulative Number of Unduplicated Senior Participants Year to Date:	

Senior Center Name:	**Month:**

Education Activities			Health Activities			Nutrition Activities			Transportation Activities			Social Services			Outreach			Volunteerism/Planning		
Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Units	Activity Title	Activity Frequency	# of Hours of Service
Total Education	**0**	**0**	**Total Health**	**0**	**0**	**Total Nutrition**	**0**	**0**	**Total Transportation**	**0**	**0**	**Total Social Services**	**0**	**0**	**Total Outreach**	**0**	**0**	**Total Volunteer/ Planning**	**0**	**0**

Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2047 **Agenda Date:** 8/13/2025 **Agenda #:** 17.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of an agreement between Genesee County and Thetford Township, in an amount not to exceed $137,923.00, to provide for the operations of the Thetford Senior Center Burton Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

BOARD ACTION REQUESTED:

Approval of the contract between Genesee County and the Township of Thetford (Thetford Senior Center) for the fiscal year 2025-2026 in the amount not to exceed $137,923.00.

BACKGROUND:

This annual contract allows the senior centers to receive reimbursement for approved budgeted monthly expenses from the Genesee County Senior Millage.

DISCUSSION:

The Township of Thetford is a local unit of government that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community at the Thetford Senior Center.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. #2231-691.00-867.017

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of

seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 contract between Genesee County and the Township of Thetford to fund the Thetford Senior Center for the term commencing October 1, 2025, through September 30, 2026, in an amount not to exceed $137,923.00 to be paid from account #2231-691.00-867.017, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

CONTRACT BETWEEN

The County of Genesee,
a Municipal Corporation,
Acting By and Through
Genesee County Department of Senior Services
324 South Saginaw Street, Suite 7A
Flint, Michigan 48502

And

Township of Thetford
11495 North Center Road
Clio, Michigan 48420
A Local Unit of Government
hereinafter referred to as the "OPERATING ENTITY,"
the entity operating the **Thetford Senior Center,**
hereinafter referred to as the "Senior Center" or "**CENTER."**
The COUNTY and OPERATING ENTITY together hereinafter referred to as the
"PARTIES."

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

WHEREAS, the Genesee County Board of Commissioners adopted a 2025-2026 Senior Millage – Senior Center Program ("Program") budget with the objective of providing Senior Citizen Services Millage (the "Senior Millage") funds to county senior centers for the purpose of increasing and enhancing senior citizen services, beyond those offered by senior centers prior to the Senior Millage, with funding from the Senior Millage previously authorized by the electorate of Genesee County; and

WHEREAS the objective of the Senior Millage is to fund services that improve the health, safety, and quality of life for Genesee County residents aged 60 years or older; and

WHEREAS Genesee County hereinafter referred to as the "COUNTY" is responsible for administering and expending the Senior Millage as adopted and amended by the Genesee County Board of Commissioners, and for assuring compliance with Program requirements; and

WHEREAS the OPERATING ENTITY operates a CENTER that has been designated as a preferred focal point for comprehensive and coordinated service to seniors in Genesee County; and

WHEREAS the OPERATING ENTITY has adequately represented in its application to the COUNTY that it intends to undertake or continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, because the objectives of the Program coincide with the objectives of the OPERATING ENTITY, the two parties have, therefore, entered this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, the parties agree as follows:

1. The Contract term commences on October 1, 2025, and continues through September 30, 2026. The Contract is effective upon approval by the Genesee County Board of Commissioners.

   The County has the option to extend this Contract for one (1) additional one-year term (the "Extension Term"). The Senior Services Director is authorized to execute the Extension Term on behalf of Genesee County.

2. The OPERATING ENTITY agrees to accept the terms of this Contract and those stated in its submitted application for Senior Millage funding and further agrees to perform the services described in this Contract, the Center's application, and in the attachments listed below, all of which are incorporated by reference to this Contract:

Attachment A:	2025-2026 Senior Millage – Senior Center Program Budget & Revenue Sheet
Attachment B:	2025-2026 Senior Millage – Senior Center Program Monthly Reimbursement Request Form
Attachment C:	ICHAT Form
Attachment D:	Genesee County Senior Services Purchasing Regulations and Genesee County Travel Regulations
Attachment E:	Levels of Monthly Service and Programming Definitions
Attachment F:	Monthly MySeniorCenter Activity log report

   This document governs if a conflict exists between this document and those incorporated by reference or the application.

3. The OPERATING ENTITY agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure that the use of Senior Millage funds complies with all 2025-2026 Senior Millage – Senior Center Program requirements, and further agrees to perform within the policies applicable to program requirements stated:

   a. Senior Centers shall continue to provide the level of service to maintain the associated funding level. For centers failing to meet the benchmarks for two consecutive months following notification, the funding may be reduced to the dollar amount calculated for the level of service.

b. Senior Centers may solicit and accept funds such as donations from many sources including foundations, the public or private sector, individuals, fundraiser events, and other activities, to enhance center programming and operations. Membership fees may also be classified as donations if the service included as part of the fee is offered by the senior center to seniors who choose to not purchase a membership. A center's request for donations shall not be directly tied to the provision of a millage-supported service nor shall a donation result in undue influence over a center for the donating party's private or personal interests. The OPERATING ENTITY shall, within 30 days of receipt of funds, disclose to Genesee County all funds received as alternate sources of income, including donations, membership fees, and revenue.

4. The COUNTY agrees to award the OPERATING ENTITY a total amount not to exceed $137,923.00 for the full term of the Contract for support of services for seniors through the expenditures described in the approved budget submitted by the OPERATING ENTITY, Attachment A to this Contract, said amount to be disbursed and reimbursed as stated in paragraphs 5 of this Contract; subject, however, to limitations contained in this Contract as to the use of Senior Millage funds and possible termination of the Contract due to failure to comply with Program requirements. This Operating Entity is awarded $137,923.00 and is funded at Level 2.

5. The OPERATING ENTITY shall submit to the COUNTY monthly Reimbursement Request Reports, using the format provided in Attachment B of this Contract. All 2025-2026 Program funds will be reimbursed by the COUNTY to the OPERATING ENTITY based on approval of monthly reimbursement requests as documented by invoices and other supporting documentation. Monthly supporting documentation includes the following but is not intended to be all-inclusive: time sheets, copies of payroll/invoices, bank statements, canceled checks, credit card statements, and profit and loss statements. Monthly reimbursement payments will begin in November 2025 for October reimbursements, or as soon thereafter as requests are submitted and approved.

    a. The total amount of fees collected for any program, class, or event for which Senior Millage reimbursement is sought shall be noted on the reimbursement request and deducted from the submitted cost.

    b. All operating and equipment expenditure reimbursement requests for credit and/or debit card purchases must be made using a card issued in the name of the senior center or the municipality under the governing body. Each reimbursement request must include a copy of the full credit or debit card invoice and a copy of the issued check.

    c. OPERATING ENTITY shall not be reimbursed for any reimbursement request including a receipt or invoice in which a portion of the receipt or invoice has been redacted, obscured, or blacked out.

6. The OPERATING ENTITY agrees to purchase, maintain, and utilize MySeniorCenter software for intake, compiling, and reporting of attendance and programming statistics. All users will complete and sign the MySeniorCenter policy before access is given to the database. A monthly activity report provided in Attachment F must be submitted no later than the 5th of every month.

7. 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. The COUNTY may, at its discretion and upon reasonable notice, require the OPERATING ENTITY to complete reports additional to those attached to this Contract regarding the CENTER'S expenses and activities.

8. The following criteria apply for reimbursements:

    a. The monthly reimbursement will not exceed 1/12 of the total funding award unless the Operating Entity has obtained prior approval from the Department of Senior Services. If the Center or Operating Entity is found to be in noncompliance, reimbursement requests may not receive approval until the concern (s) of non-compliance are corrected to the satisfaction of the County.

    b. 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.

    c. Senior Millage funds may not be used to buy gifts or gift cards for employees, interns, senior citizen participants, or board members. Senior Millage funds cannot be used for volunteer or intern stipends, or housing.

    d. All requested reimbursement receipts for this Contract term must be received by the Department of Senior Services by October 31, 2026, including utility payments. Receipts received after this date will not be reimbursed. Submitted items must be invoices or receipts; purchase orders are not reimbursable.

    e. Subject to subparagraph 8d above, reimbursement requests must be submitted within 90 days of the date of service of the activity for which reimbursement is sought, or within 45 days of the date of invoice or receipt, whichever occurs later. Exceptions apply to requests related to annual bills, memberships, or services extending beyond the current fiscal year. This includes but is not limited to payroll, utility bills, phone bills, software subscriptions, memberships, service contracts, trainings

or conferences, and credit card purchases. The remaining portions of the reimbursement requests may be submitted at the start of the following fiscal year.

f. Monthly reimbursement requests can include no more than two months of supplies for the center, including office, operating, or food supplies.

g. All equipment purchases and any facility improvements must be purchased and/or completed by August 2026, to allow Department of Senior Service staff to confirm purchases and improvements before the end of the fiscal year.

h. Senior Millage funds may not be used to purchase daily meals for the senior center without prior approval from the Department of Senior Services.

9. The OPERATING ENTITY agrees to document all revenue. Monetary transactions (cash or check) must be documented, and a receipt issued. Keep documentation related to revenue such as receipts on-site at the CENTER for review by the Department of Senior Services.

10. The OPERATING ENTITY 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. All budget adjustments must be approved by the Department of Senior Services, not to exceed $29,999,99. The Board of Commissioners' approval is required for budget amendments over the amount of $30,000.

11. The OPERATING ENTITY agrees to provide to all Genesee County senior residents aged 60 and over wishing to use services at the CENTER, without any fee differential based on where within the County the senior citizen resides, and a minimum of activities per month for Level 3 and Level 2, respectively for the following services: educational programs (10, 6); health programs (14, 10); and social services (10, 6). Each center will continue support groups, legal services, and health screenings. By March 31, 2025, each center must reach 90% of its required yearly unduplicated count. Level 3 – 1,000: 900; Level 2 – 250: 225.

12. The OPERATING ENTITY agrees to offer and have available daily, congregate meals and/or nutritional programs; transportation services which may be provided by the CENTER or through the Mass Transportation Authority.

13. The OPERATING ENTITY agrees to adhere to senior programming, state, and federal guidelines, and regulations, including but not limited to meal regulations.

14. The OPERATING ENTITY agrees to employ a full-time, on-site Director of the CENTER.

15. The OPERATING ENTITY agrees to keep the CENTER open and accessible to seniors a minimum of forty (40) hours; 5 days per week, except for County or State recognized holidays or other local units of government-approved building closures. Programming must be scheduled for a minimum of forty (40) hours per week.

16. The OPERATING ENTITY agrees to implement the 2025-2026 Program in accordance with the projected budget contained in its application and included as Attachment A to this Contract, subject to any prior approval limitations set forth therein.

17. The OPERATING ENTITY agrees to implement appropriate and adequate methods to evaluate and report on its operational and programmatic performance, including, but not limited to, individual activity participation numbers of seniors, financial record keeping, revenue and expenditures incurred, local maintenance of effort commitments and other applicable supportive documentation of expenditures supported by 2025-2026 Program funds.

18. The OPERATING ENTITY agrees to perform criminal background checks annually 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. See Attachment C. 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 Operating Entity agrees to perform yearly criminal background checks on all board members. See Attachment C. The OPERATING ENTITY 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.

19. The OPERATING ENTITY agrees to perform tests for tuberculosis for all paid staff and volunteer workers who will have direct contact with food preparation and/or distribution tasks and shall submit to the COUNTY proof of said tests within 15 days of their commencement. All other paid staff and volunteers are only required to have a tuberculosis test at the time of hire. It is recommended that all paid staff and volunteers are tested for tuberculosis on an annual basis. The OPERATING ENTITY further agrees that individuals having positive test results will not be permitted to continue in such functions.

20. The OPERATING ENTITY agrees to perform face-to-face CPR/FIRST AID and AED training for all paid staff and contracted employees (excluding instructors and seasonal workers) and shall submit to the COUNTY proof of training within 30 days of their commencement. The OPERATING ENTITY agrees to have on-site an AED machine.

21. The OPERATING ENTITY agrees to comply with mandatory fire, safety, public health codes and standards and local building codes, and to provide annually evidence of continued compliance with current documentation, certifications and/or licenses, as applicable.

22. The OPERATING ENTITY agrees to include the **exact** statement and the Genesee County logo in all printed materials, newsletter, program and registration materials, special events, center's website, advertisements, program presentations, 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.***"

23. The OPERATING ENTITY agrees to email the monthly newsletter by the 5th of each month to the Department of Senior Services. The OPERATING ENTITY also agrees to allow the Department of Senior Services or their Commissioner to place an ad in the newsletter six times per year with statistics or correspondence concerning programs funded by the Senior Millage.

24. The OPERATING ENTITY shall complete the expenditures described in its approved budget (Attachment A of this Contract) no later than the end of the Program Year, September 30, 2026.

25. The OPERATING ENTITY acknowledges that, at any time, the COUNTY may withhold payment of reimbursements if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with any Program requirements. In addition, any funds provided pursuant to the 2025-2026 Program are subject to repayment to the COUNTY if, in its sole assessment, the COUNTY determines that the OPERATING ENTITY has failed to comply with Program requirements at any time during the 2025-2026 Program period or a prior period.

26. The COUNTY may terminate this Contract without notice at any time during the Contract term if it determines that the OPERATING ENTITY has failed to

substantially comply with Contract requirements. At the COUNTY'S option, the OPERATING ENTITY may be given fourteen (14) days' notice and the opportunity to cure the deficiencies in its Program. Furthermore, this Contract may be terminated by the County for any reason related to changing objectives of the Senior Services Program or due to diminution of funds by giving the OPERATING ENTITY written notice of the effective date of termination. All costs and liabilities associated with this Contract will cease as of the effective date of termination. Requests for funding for costs up to that date will be subject to the COUNTY assessment of acceptability.

27. This Contract may be modified by the parties only by a written document signed by authorized representatives.

28. The OPERATING ENTITY agrees that, during its tenure and for one year thereafter, none of its members, officers, or employees who exercise any functions or responsibilities with respect to the performance of the activities which are subject to this Contract shall have any interest, direct or indirect, in any subcontract or the proceeds thereof for work to be performed in connection with this Contract. The OPERATING ENTITY further agrees to incorporate a provision prohibiting such interest in all subcontracts regarding the performance of such activities.

29. The OPERATING ENTITY agrees that no individual who serves as a member of the governing board or is a member of a Board Committee or advisory committee may be employed as a staff member during his/her term of office. The OPERATING ENTITY further agrees that no Senior Millage funds shall be used to pay for the services of any employee or contractor who is a member of the immediate family of a member of the OPERATING ENTITY's governing board or of the director of the CENTER unless the individual was hired before the year 2006 and has been in continuous employment with the CENTER since being hired. A member of an immediate family shall include any of the following persons: Husband, Wife, Father Father-in-law, Mother, Mother-in-law, Sister, Sister-in-law, Brother, Brother-in-law, Son, Son-in-law, Daughter, Daughter-in-law, niece, nephew, grandchildren, aunt, uncle, cousin, stepparent, step-sibling, or domestic partner.

30. The OPERATING ENTITY agrees that no individual who serves as a member of the OPERATING ENTITY's governing board or is a member of a board committee or advisory committee will receive any payment for services from the OPERATING ENTITY.

31. The OPERATING ENTITY agrees that the Director of the CENTER will be an employee of the OPERATING ENTITY and will not hold a voting position on the governing board of the OPERATING ENTITY. The OPERATING ENTITY further agrees that the Director shall have no authority regarding the selection, evaluation, nomination, appointment, or election of any member of the governing board. It shall be the responsibility of the governing board to review and approve decisions by the Director.

32. The OPERATING ENTITY and its employees are not Genesee County employees.

33. The OPERATING ENTITY shall comply with all federal, state, or local laws, regulations and standards, processes, and any amendments thereto, as they may apply to the performance of this Contract.

34. The OPERATING ENTITY agrees to adhere to its own procurement standards or, in the absence of such acceptable standards, to the Genesee County Senior Services Purchasing Regulations as set forth in Attachment D to this Contract. The OPERATING ENTITY 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 D to this Contract. Notwithstanding the preceding, no reimbursements for overnight travel or travel outside of Genesee County shall be made from Senior Millage funds without prior approval of the Genesee County Board of Commissioners. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.

35. The OPERATING ENTITY agrees to allow the COUNTY to enter a contract with a firm to administer an annual Audited Financial Report of the CENTER operations. It is understood that a copy of the audit is required as part of the application for funding. No reimbursements for the performance period of this Contract will be made prior to a copy of the audit being provided. The OPERATING ENTITY shall submit a copy of the filed 990, 1099, and W-2 forms for the current year.

36. The OPERATING ENTITY 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 events of the senior center in a non-candidate capacity.

vii. Supporting the Senior Millage

37. The OPERATING ENTITY 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 in one instance, shall not constitute automatic future waiver regarding the requirements of this paragraph. 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 $250.00 or more per unit. Equipment purchases not included in the submitted budget are automatically unapproved unless a formal budget amendment is submitted to the Senior Services Director.

38. The OPERATING ENTITY 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 OPERATING ENTITY 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 OPERATING ENTITY of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.

39. The OPERATING ENTITY shall indemnify, defend, and hold harmless the COUNTY against any and all expenses and liability of any kind which the

COUNTY may sustain, incur, or be required to pay to arise out of this Contract; provided, however, that the provision of this paragraph shall not apply to liabilities or expenses caused by, or resulting from, the willful or negligent acts or omissions of the COUNTY or any of its officers or employees. Further, in the event the OPERATING ENTITY becomes involved in, or is threatened with, litigation related to this Contract, or the activities supported by the 2025-2026 Senior Millage – Senior Center Program, the OPERATING ENTITY shall immediately notify the COUNTY, wherein the COUNTY may enter into such litigation to protect the interests of the COUNTY as they may appear.

40. The OPERATING ENTITY shall not discriminate against any employee or applicant for employment with respect to hiring, 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 (including, but not limited to, pregnancy, sexual orientation, or gender identity), disability, marital status, height, weight, or genetic information.

41. The OPERATING ENTITY agrees that the COUNTY may, at reasonable times and without notice, visit and inspect the CENTER and discuss or survey the CENTER'S activities with seniors who agree to participate.

42. The OPERATING ENTITY gives the COUNTY, or any other representatives designated by the COUNTY, the right to visit the CENTER at reasonable times and without notice, to examine all records, books, and papers related to the performance of activities which are the subject of this Contract.

43. The OPERATING ENTITY acknowledges that the COUNTY as a public body is 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 OPERATING ENTITY 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.

44. 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.

45. The Contract Administrator of this Contract is the Senior Services Director, Lynn M. Radzilowski. Obligations of or to the COUNTY in this Contract will be performed by or provided to, the Contract Administrator, or her designee.

The individual or officer signing this Contract certifies by their name that they are authorized to sign this Contract on behalf of the responsible governing board, official, entity, or contractor.

COUNTY OF GENESEE

By:_____
Delrico Loyd, Chairperson
Genesee County Board of Commissioners

_____
Date

TOWNSHIP OF THETFORD

By:_____
Rachel Stanke, Township Supervisor
Township of Thetford

_____
Date

Attachment A for Contract: 2025 - 2026 Budget and Administration

	2024-2025 Budget Revenue	2025-2026 Proposed Revenue
Name of Senior Center: THETFORD		
Genesee County Senior Millage	**$ 110,415.98**	$ 137,923.00
SUBTOTAL	**$ 110,415.98**	**$ 137,923.00**
General Fund		
Local School District	$ -	$ -
Local Special Millage	$ -	$ -
In-Kind Value		
LEASE/		
VAN GAS		
		$ -
Federal CDBG	$ -	$ -
State of Mich. Office of Services to the Aging	$ -	$ -
Michigan Department of Transportation	$ -	$ -
Valley Area Agency on Aging	$ -	$ -
Private Contributions/Donations	$ 948.00	$ 1,000.00
Special Projects Grants		
MTA Specialized Services	$ 6,519.04	$ 6,000.00
		$ -
		$ -
Program Service Fees / TRAVEL		
Luncheons	$ 6,220.00	$ 4,000.00
Trips	$ 13,309.00	$ 10,000.00
Newsletter Fees	$ -	$ -
Fundraising Events	$ 3,344.00	$ 5,000.00
Other Revenue Sources (Miscellaneous)	$ 288.00	
MEMORIALS/COMMISSIONS		
SUBTOTAL	**$ 30,628.04**	**$ 26,000.00**
		$ -
Total Revenue	**$ 141,044.02**	**$ 163,923.00**
Identify the supporting Local Unit of Government(s):		
Thetford Township		

Name of Center: Thetford Senior Center	FY 2024-2025 Senior Millage Budget	Proposed FY 2025-2026 Senior Center Budget Expenditures - Senior Millage
ADMINISTRATION		
Salaries		
Director	$ 41,600.00	$ 41,600.00
Assistant Director	$ 25,480.00	$ 29,120.00
Cook	$ 13,000.00	$ 13,000.00
Bus Driver	$ 6,120.00	$ 5,000.00
Employer FICA	$ 6,623.00	$ 6,787.00
HEALTH INSURANCE	$ 7,200.00	$ 8,400.00
METLIFE PENSION	$ 4,297.00	$ 3,840.00
LIFE INSURANCE/LTD	$ 405.00	$ 480.00
	$ -	$ -
	$ -	$ -
SUBTOTAL	**$ 104,725.00**	**$ 108,227.00**
PROGRAMMING		
Special Projects / Events	$ 300.00	$ 300.00
Activity Supplies	$ 820.00	$ 600.00
Instructor Wages	$ 6,900.00	$ 7,000.00
SUBTOTAL	**$ 8,020.00**	**$ 7,900.00**
OPERATIONS		
Facility Maintenance	$ -	$ 250.00
	$ -	$ -
Equipment Maintenance	$ 100.00	$ 100.00
Certifications	$ 250.00	$ 100.00
Utilities	$ 4,800.00	$ 4,000.00
Memberships / Publications	$ 240.00	$ 300.00
Printing	$ 3,938.00	$ 500.00
Office Supplies	$ 100.00	$ 100.00
Operating Supplies	$ 3,500.00	$ 4,000.00
Postage	$ 3,360.00	$ 2,750.00
Service Contracts/Licenses	$ 1,200.00	$ 1,450.00
Phone/ Fax/ Internet/ Web Services	$ 3,200.00	$ 1,500.00
Vehicle Maintenance/Fuel	$ 1,500.00	$ 1,250.00
Mileage	$ 2,000.00	$ 3,500.00
		$ -
SUBTOTAL	**$ 24,188.00**	**$ 19,800.00**
COMPUTERS SOFTWARE		
XAVUS SOLUTIONS	$ 990.00	$ 990.00
COMPUTERS		$ 1,006.00
SUBTOTAL	**$ 990.00**	**$ 1,996.00**
TOTAL AWARD EXPENDITURES	**$ 137,923.00**	**$ 137,923.00**

2025-2026 SENIOR MILLAGE MONTHLY REIMBURSEMENT REQUEST

Senior Center: Swartz Creek Area Senior Center

Pay to (Operating Entity): Swartz Creek Area Senior Center

Mail Address: 8095 Civic Drive

Swartz Creek, MI 48473

2025-2026 SENIOR MILLAGE FUND BALANCE

2025-2026 Millage Allocation: $ 206,330.00

Funds Previously Requested $ -

Balance Remaining Prior to this Request: $ -

Time Period of Expenditures for this Request: October 1 - October 31, 2025

Total Claimed in this Request: $ -

Balance Remaining After this Request: $ - $ -

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

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number / Confirmation of Payment
ADMINISTRATION EXPENDITURES			
SUBTOTAL - ADMINISTRATION	$ -		
PROGRAMMING EXPENDITURES			
SUBTOTAL - PROGRAMMING	$ -		

ATTACHMENT B 2025-2026 SENIOR MILLAGE SENIOR CENTER MONTHLY REIMBURSEMENT REQUEST FORM

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number -- Confirmation of Payment
OPERATIONS EXPENDITURES			
SUBTOTAL - OPERATIONS	$ -		
EQUIPMENT PURCHASES EXPENDITURES			
SUBTOTAL - EQUIPMENT	$ -		
TOTAL MONTHLY EXPENDITURES	$ -		
TOTAL MONTHLY REIMBURSEMENT REQUEST	$ -		

GENESEE COUNTY
SENIOR SERVICES

County Administration Building
324 S. Saginaw St.
7th Floor - Suite 7A
Flint, Michigan 48502
(810) 424-4478

Lynn M. Radzilowski
Director

Authorization for Michigan ICHAT
(Internet Criminal History Access Tool)

Reason for ICHAT (please circle one): Employment Volunteer
Other:_____

First Name: _____ **Middle Name:** _____ **Last Name:** _____

Date of Birth: _____ **Race:** _____ **Gender:** _____

Other Last Name(s): _____
Other First Name(s): _____
Other Middle Initial: _____

Senior Center _____

I authorize the Genesee County Department of Senior Services and/or its agents to conduct a background check, including, but not limited to, the information I have indicated above. I understand that the information obtained will be used for lawful purposes only.

□ By checking this box, I authorize the Genesee County Department of Senior Services to perform annual background checks while volunteering or employed at the senior center, and I release all persons, companies, or agencies from any liability that may result from furnishing such information.

_____ _____
Signature of Applicant **Date**

_____ _____
Witness **Date**

Please return original to:

Department of Senior Services
324 S. Saginaw St.
7th Floor – Suite 7A
Flint, MI 48502

Genesee County Purchasing Regulations:

https://cms3.revize.com/revize/geneseenew/PURCHASING%20REGULATIONS%208222016.pdf

Genesee County Travel Regulations:

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

2025-2026 Levels of Service - Senior Citizen Centers

	Minimum Average Number of Activity / Service Type Provided Each Month		
Activity / Service Type	**Level 3**	**Level 2**	**Level 1**
Education	10	6	4
Health	14	10	8
Nutrition	Available	Available	Available
Transportation	Available	Available	Available
Social Services	10	6	Available
Outreach	Distribute Newsletter	Distribute Newsletter	Distribute Newsletter
Reports of Participation	MySeniorCenter	MySeniorCenter	Sign-in sheets
Volunteerism / Planning	Available	Available	Available
Support Groups	Available	Available	Not Required
Legal Services	Available	Available	Not Required
Health Screenings	Available	Available	Not Required
Unduplicated Seniors	1,000+	250+	100+

Programming Definitions

Education – A class or seminar **lead by an instructor** to show "how to do" or give information on a specific topic. Education examples but are not limited to:

Computer Classes, Craft Classes, Driver Safety Classes, Quilting or Sewing Classes, Gardening, Investments, Tech Class, Painting Classes, Music Lessons, Woodshop, Woodcarving, Diabetic Classes

Health – Services/Classes/Exercise – Programming which falls under medical services. Health examples but are not limited to:

Brain Games, Chess, Puzzles, Vaccinations, Exercise, Dance Classes, Tai Chi, Yoga, Wii Games, Podiatrist,

Chiropractor, Health Screenings (blood pressure, blood sugar, vision, hearing, etc.)

Nutrition Services – Provision for healthy meals and healthy eating, which includes but is not limited to:

Congregate Meals, Senior Center Meals, Cooking Classes, Food Pantry, Commodities, TEFAP, Senior Project Fresh, Nutrition education

Transportation – Transportation is limited to transporting older adults in Senior Center vehicles or MTA transportation set up through the senior center. A ride is considered as one way. *Example – You pick up Jan Doe at her home to the Senior Center. She has requested to go to the post office and then to her home. This would be logged as three rides*. Transportation does not include rented Motorcoach Transportation. Transportation includes but not limited to:

Grocery shopping, to/from the senior Center, Doctor/Medical appointments, Personal needs

Socialization – Programming to enhance the older adult's social experience. Socialization includes but is not limited to:

Bingo, Cards, Entertainment events, Coffee/socializing, social groups such as knitting/crocheting without

Instructor, travel programs

Social Services – Services performed (one to one) by volunteers or staff personnel. Social services include but are not limited to:

Housing information, Intake – Assessment and Referral*, Legal Services, My Bridges, Medicare Part D, MMAP, Tax Assistance, Medical Loan Closet, Support Groups*, CHAP/Social Workers, Medical Program

Registration (Genesee Health Plan Dental, Advanced Care Planning, etc.)

Outreach – Outreach includes but is not limited to:

Newsletters, Presentations/Speaking engagements regarding the Senior Center, Information and Assistance, Marketing efforts, Senior Center Website visits

Volunteerism – Unpaid service to the Senior Center, includes but are not limited to:

Center maintenance, AARP tax volunteers, Committee/Board members, Reception Desk/Greeters, Instructors, Kitchen help

** - It is understood a program may fall withing the definition of more than one area. It should be used in only one category per month.* ***Example****: you normally put line dancing in Health however, during the month of February you had plenty of events in health but needed extra in education. For the month of February, you could move line Dancing from Health and put it under Education. For unduplicated yearly statistics the event would only be used in one category.*

** - Not to be confused with Information and Assistance.*

2025-2026 Senior Millage Monthly Activity Log

Number of New Senior Participants During This Activity Period:	
Number of Duplicated Senior Participants During This Activity Period:	
Cumulative Number of Unduplicated Senior Participants Year to Date:	

Senior Center Name:	**Month:**

Education Activities			Health Activities			Nutrition Activities			Transportation Activities			Social Services			Outreach			Volunteerism/Planning		
Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Units	Activity Title	Activity Frequency	# of Hours of Service
Total Education	**0**	**0**	**Total Health**	**0**	**0**	**Total Nutrition**	**0**	**0**	**Total Transportation**	**0**	**0**	**Total Social Services**	**0**	**0**	**Total Outreach**	**0**	**0**	**Total Volunteer/ Planning**	**0**	**0**

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? New for FY 2025-2026

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.

Premium Summary

Thetford Township, Genesee County

General Liability	Included
Employee Benefits Liability	Included
Wrongful Acts Liability	Included
Property	Included
Automobile	Included
Inland Marine	Included
EDP	Included
Crime	Included

Total MTPP Premium: **$96,343.00**

Cyber Liability, Earth Movement and Flood Coverage Quotes are available upon your written request.

****NOTICE**
This proposal is an overview of coverage and is merely descriptive and should be used for reference purposes only. Please refer to the coverage document for specific terms, conditions, and exclusions. Any questions should be referred to your independent insurance agent.

INVOICE /BIND REQUEST

Thetford Township, Genesee County
Nicole Moore, Clerk
4014 East Vienna Road
Clio, MI 48420-9706

ACRISURE
315 South Kalamazoo Mall
Kalamazoo, MI 49007

ENTITY NAME: Thetford Township, Genesee County EFFECTIVE: 8/1/2025

Please bind coverage per the attached proposal premiums as indicated below.

Package	
General Liability	Included
Employee Benefits	Included
Liability Property	Included
Automobile	Included
EDP	Included
Crime	Included

MTPP Package Premium	**$96,343.00**
Public Officials Liability	**$17,265.35**
Total Premium	**$113,608.35**
Total Premium Submitted	$113,608.35

PAYMENT DUE ON OR BEFORE POLICY EFFECTIVE DATE

Please make checks payable to:

Acrisure Great Lakes Partners Insurance Services, LLC
315 South Kalamazoo Mall
Kalamazoo, MI 49007

THANK YOU FOR YOUR BUSINESS AND CONTINUED SUPPORT!

AUTHORIZED SIGNATURE: Randall Steele ***DATE:*** 7/29/25

BODILY INJURY LIABILITY COVERAGE LIMITS

AGENCY:	APPLICANT/NAMED INSURED:	
BURNHAM & FLOWER AGENCY, INC.	THETFORD TOWNSHIP	
	INSURANCE COMPANY: U.S. Specialty Insurance Company	
	POLICY/QUOTE NO.: M25MTP81030-06	EFFECTIVE DATE: 08/01/2025

READ THIS ENTIRE FORM CAREFULLY

THE PURPOSE OF THIS FORM

The purpose of this form is to explain the choice you have regarding your bodily injury liability insurance protection and to assist you in making that choice. Read this form carefully because the choice you make will have financial consequences.

PART A: BODILY INJURY LIABILITY INSURANCE COVERAGE EXPLAINED

Bodily injury liability insurance covers claims made against you for injuries to others if you are at fault in an auto accident. Michigan auto insurance policies are required to provide bodily injury liability insurance coverage of not less than $250,000 per person and up to $500,000 per accident ("$250,000/$500,000") for these claims unless you select higher or lower limits depending on the amount of protection you need. In no event can you select less than $50,000 per person and $100,000 per accident. If you do not make a selection, your policy will be issued with limits of $250,000/$500,000.

If you want bodily injury liability coverage limits of $250,000/$500,000 or more, you do **NOT** need to complete this form.

PART B: INCREASED RISKS WITH LOWER BODILY INJURY LIABILITY INSURANCE COVERAGE LIMITS

If you are responsible for injuries to another person, you may be liable for damages for their pain and suffering, as well as the costs of their medical and other care that exceed their coverage under their auto insurance policy. The bodily injury liability limit of your policy will pay for such damages, but only up to the amount of the limit you choose. You will be required to pay any amount over the limit you choose. This amount could be substantial and may lead to severe financial consequences, such as:

- Your assets may be seized, or a lien may be placed on your home;
- Your wages may be garnished; or
- Your driver's license may be suspended.

Selecting lower bodily injury liability insurance coverage limits may also affect your eligibility for an umbrella policy.

PART C: CONFIRMATION OF UNDERSTANDING—YOU MUST READ AND INITIAL EACH LINE

_____ (Initials) I have received a list of all the bodily injury liability coverage options available to me and the price for each option.

_____ (Initials) I understand that any bodily injury liability coverage election I make applies to me and any other person covered by this policy.

_____ (Initials) I understand that the bodily injury liability coverage limits I choose will remain the same as long as the policy is in effect or until I change them.

BY SIGNING THIS FORM, I ACKNOWLEDGE THAT: (1) I HAVE READ THIS FORM OR HAD IT READ TO ME; (2) I UNDERSTAND MY CHOICES AND THE POTENTIALLY SEVERE RISKS DESCRIBED ABOVE; AND (3) I AM CHOOSING TO PURCHASE BODILY INJURY LIABILITY COVERAGE LIMITS LOWER THAN $250,000/$500,000.

_____ **Named Insured/Applicant Signature**

7/29/25 **Date**

BA U 001 Ed. 7/2/2020

MI Par Plan

Applicant Name: **THETFORD TOWNSHIP - GENESEE**
Policy Effective Date: 08/01/2025
Application Number: 3389254071301

Tokio Marine HCC Public Risk
APPLICATION DECLARATION

After complete investigation and inquiry, to the best of applicant's knowledge and belief, no principals, partners, directors, officers, employees, or insurance managers have knowledge of any act, error, omission, fact, incident, situation, unresolved job dispute, accident, or any other circumstance that is or could be the basis for a claim under this proposed insurance policy.

Report knowledge of all such incidents to your current carrier prior to your current policy expiration. The proposed insurance being applied for will not respond to incidents about which you had knowledge prior to the effective date of the policy nor will coverage apply to any claim or circumstance identified or that should have been identified in this application.

The applicant has read the foregoing and understands that completion of this Application does not bind the Underwriter or other party to provide coverage. It is agreed, however, that this Application is complete and correct to the best of applicant's knowledge and belief and that all particulars which may have a bearing upon acceptability as an insurance risk have been revealed. It is understood that this Application shall form the basis of the contract should the Underwriter approve coverage and should the applicant be satisfied with the Underwriter's quotation.

It is further agreed that, if in the time between submission of this Application and the requested date for coverage to be effective, the applicant becomes aware of any information which would change the answers furnished in response to any question of this Application, such information shall be revealed immediately in writing to the Underwriter.

Signature of authorized official: Rachel A Stanke Date 7/29/25

Print name of authorized official: Rachel A Stanke

Title of authorized official: Supervisor

Client Name: **THETFORD TOWNSHIP**
Application #: 3389254071301
Michigan Township Participating Plan

Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2048 **Agenda Date:** 8/13/2025 **Agenda #:** 18.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of a MOU between Genesee County and the Genesee County Community Action Resource Department (GCCARD), in an amount not to exceed $1,430,096.00, to provide Home Delivered Meals for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.005

BOARD ACTION REQUESTED:

Approval of a MOU between Genesee County and the Genesee County Community Action Resource Department (GCCARD) in an amount not to exceed $1,430,096.00, to provide Home Delivered Meals for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.005

BACKGROUND:

This is the annual MOU that allows the service providers to receive funding for approved budgeted monthly expenses from the Genesee County Senior Millage. RFP #25-431

DISCUSSION:

Genesee County Community Action Resource Department is a governmental department that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Office of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. # 2231-691.00-883.005

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact on their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Office of Senior Services to authorize entering into the FY 2025 -2026 Service Provider Memorandum of Understanding (MOU) between Genesee County and Genesee County Community Action Resource Department ("GCCARD"), whereby GCCARD will provide home-delivered meals to county residents who are 60 years of age or older for the term commencing October 1, 2025, through September 30, 2026, at cost not to exceed $1,430,096.00 to be paid from account #2231-691.00-883.005, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

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? New for FY 2025-2026

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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

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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.

MEMORANDUM OF UNDERSTANDING (MOU)
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

GENESEE COUNTY COMMUNITY ACTION RESOURCE DEPARTMENT ("GCCARD")
2727 Lippincott Blvd
Flint, Michigan 48503
Hereinafter referred to as **"GCCARD" or "CONTRACTOR"**

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

Whereas, the COUNTY published a Request for Proposals ("RFP") # 25-431 for a Program of Services titled **"Home Delivered Meals"** (hereinafter referred to as "Services") and

Whereas, the CONTRACTOR submitted a Proposal in response to RFP # 25-431 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 MOU is entered into for the purpose of retaining GCCARD to provide Home Delivered Meals Services funded by Senior Citizen Services millage dollars to individuals 60 years of age or older who reside in Genesee County.

B. GCCARD AGREES:

1. To accept the terms of this MOU and to undertake, perform and complete the services described in RFP # 25-431 and Addenda ("the RFP"), and in GCCARD'S Proposal in response to RFP # 25-431 ("Proposal"), which are hereby incorporated to this MOU by reference, and included as Attachments A, respectively, and in CONTRACTOR'S budget, included as Attachment C to this MOU. This document governs if a conflict exists between this document and those incorporated by reference.

2. That this MOU is effective as of the commencement date upon approval or ratification by the Genesee County Board of Commissioners (the "Board").

3. To establish safeguards to prohibit conflicts of interest involving GCCARD 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.

4. That failure by the COUNTY to insist upon strict adherence to any terms of this MOU 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 MOU.

5. To provide the necessary administrative, professional, and technical staff in the required ratio and number with qualifications as designated in its proposal for the operation of the program.

7. 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. 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 $250.00 or more per unit. Equipment purchases not included in the submitted budget are automatically unapproved.

8. 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.

9. To utilize all report forms as required under the RFP, as well as those included in this document as Attachment B, including the Monthly New Client Address Form (to be sent electronically each month in an 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 Units of Government (LUG).

10. 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. 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. 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 and all abusive crimes; or
d. Persons having a misdemeanor charge pending in this state or elsewhere involving theft, assault, battery, drug-related or all 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.

11. To provide the annual documentation of appropriate licenses, criminal background checks, and negative tuberculosis tests (tuberculosis testing is only required for new employees) for employees as specified in the RFP and subparagraph B.10 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 MOU. Documentation for existing workers or volunteers shall be performed and provided to the COUNTY within fifteen days of the signing of this MOU. Documentation of the testing, licenses, and background checks shall be provided to the COUNTY with the monthly invoice and report form. 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.

12. To include the following statement in or on all printed materials, newsletters, surveys, website, special events, programs, registration materials, advertisements, DVDs, CDs, program presentations, etc.: *"This program and/or service is funded in whole or in part by Genesee County Senior Millage funds. Your tax dollars are at work."* The Genesee County logo must be displayed on all the above items if funded in whole or in part by Genesee County Senior Millage funds.

13. That Senior Millage funds may be used to provide increases in salaries or compensation packages for any employee or contractor, at the discretion of the Genesee County Department of Senior Services and the approval of the Board of Commissioners, or as required to comply with any state or federal minimum wage law.

14. 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 G to this MOU. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.

15. 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 events of the senior center in a non-candidate capacity.
vii. Supporting the Senior Millage

16. That the CONTRACTOR is responsible for all Services performed under this MOU. 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 subcontract, 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 MOU shall commence on October 1, 2025 and continue through September 30, 2026. The Board has the option to extend this Contract for one (1) additional one-year term (the" Extension Terms") at the rates provided in the CONTRACTOR'S proposal by providing the 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 GCCARD for the term of the MOU an amount not to exceed **$ 1,430,096.00** for costs of budgetary items described and included within GCCARD'S Proposal. Reimbursements will be disbursed on a monthly basis at the rate and monthly maximum amount as set forth in Paragraph H. Reimbursement Method for the service agreed upon for the duration of the MOU term.

3. Subject to the availability of funding and other applicable conditions, the COUNTY agrees to provide resources throughout the period of this MOU under the terms of this MOU.

4. It is understood and approved that GCCARD will subcontract with the Flint Jewish Federation for the provision of specialized mobile and congregate meals to GCCARD at a rate of $7.75 per meal for the first 3,675 kosher meals that the Flint Jewish Federation

produces and at a rate of $3.25 for all additional kosher meals the Flint Jewish Federation produces, with the total amount of Senior Millage funds to be expended on this subcontract not to exceed $28,481.25 for meals and $6,688.00 for the delivery of these meals at a rate of $1.8231 per meal, pursuant to the terms of the subcontract that will be attached to this MOU as Attachment E.

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. The COUNTY may, at reasonable times and without notice, visit and inspect the CONTRACTOR'S facilities and discuss or survey the CONTRACTOR'S activities with designated staff.

8. The Contract Administrator for this MOU 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 MOU. The CONTRACTOR agrees to provide a copy of all notices related to this MOU to the Contract Administrator.

D. MEMORANDUM OF UNDERSTANDING ATTACHMENTS

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

Attachment A: RFP # 25-431 and Addenda and GCCARD'S Response to RFP # 25-431
Attachment B: Reporting Forms (Monthly Invoice Form & Monthly New Client Address Form)
Attachment C: Approved Budget FY – 2025 - 2026
Attachment D: MIOSHA Part 554 and Genesee County Travel Regulations

E. AMENDMENTS

1. Any changes to this MOU will be valid only if made in writing and accepted by all parties to this MOU.

2. This MOU, including attachments, may be amended by mutual written consent of the GCCARD and the COUNTY. When submitting a proposed MOU or budget amendment, GCCARD 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 GCCARD'S control which reduces or otherwise interfere with GCCARD'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 MOU negotiated.

4. Any change proposed by GCCARD which would affect the funding of any activity support in whole or in part by funds provided under this MOU 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 MOU for execution by the parties to the MOU.

6. Any changes proposed by the COUNTY must be agreed to in writing by GCCARD within thirty days of receipt. Upon such written agreement, the COUNTY shall initiate any necessary formal amendment as above.

7. Minor modifications of the work plan that do not require monetary adjustments in excess of $ 29,999.99 may be approved by the Contract Administrator without further consultation with the Genesee County Board of Commissioners.

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

1. This MOU 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 MOU may be terminated by the COUNTY upon thirty days written notice to GCCARD due to convenience or diminution of funds.

3. This MOU 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 MOU 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 MOU may be terminated immediately without further liability to the COUNTY if GCCARD, or an official of GCCARD, is found guilty of any activity referenced in Section I. Assurances, of this MOU.

5. In the event the COUNTY determines not to proceed further with this MOU 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 MOU and, upon full payment, the other obligations of either party to this MOU 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 of amounts as offset from amounts claimed due by CONTRACTOR, that the COUNTY deems to have been paid in error, for services not authorized under the MOU, or for non-satisfactory services.

G. REPORTING REQUIREMENTS

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

H. REIMBURSEMENT METHOD

1. The COUNTY shall reimburse GCCARD for Services provided during the duration of this MOU only. GCCARD shall not be reimbursed for Services provided prior to the commencement date of this MOU.

2. The COUNTY shall reimburse GCCARD on a monthly basis at a payment rate of $ 6.25 per meal, with a recommended maximum reimbursement total of $ 119,174.66 per month during the term of this MOU. The purpose of the recommended maximum reimbursement is to avoid CONTRACTOR expending all of its funds prior to the scheduled end date of the Initial Term. Reimbursements exceeding the recommended maximum figure may be permitted on a case-by-case basis as determined by the Contract Administrator as long as GCCARD presents an explanation of need and a reasonable plan for providing continued service for the remainder of the term of the MOU.

3. The COUNTY shall reimburse the GCCARD within thirty days of an approved invoice using the monthly invoice form and instructions found in Attachment C of this MOU. 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 GCCARD to have failed to have substantially complied with the MOU terms. Ineligible expenses, expenditures not consistent with the approved budget or expenditures exceeding the monthly maximum limit without the above stated explanation and plan 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

GCCARD 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 MOU. Breach of this covenant shall be regarded as a material breach of this MOU.

J. CONFIDENTIALITY

It is understood that work performed under this Program of Services will include access to proprietary documents and information. GCCARD 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 GCCARD'S materials provided or utilized during the contract performing process without written permission.

Further, both parties acknowledge that GCCARD 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. GCCARD 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 if applicable, handle all Private Health Information (PHI) in accordance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

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. GOOD FAITH EFFORTS TO RESOLVE DISPUTES: ATTORNEYS FEES

If for any reason any portion of this MOU is in dispute, the parties agree to resolve the dispute without resorting to litigation. Any dispute shall be submitted to an agreed upon mediator for binding mediation. The party not prevailing in the dispute will pay reasonable attorney's fees as part of any resolution of the dispute.

L. INTEGRATION

This MOU 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.

M. WAIVER

Any clause or condition of this MOU found to be an impediment to the intended and effective operation of this MOU 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 MOU and may affect any or all program elements covered by this MOU.

N. SEVERABILITY

If any provision of this MOU, 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 MOU.

O. SPECIAL CERTIFICATION STATEMENT

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

{SIGNATURE PAGE FOLLOWS}

COUNTY OF GENESEE

By: Delrico Loyd, Chairperson
Genesee County Board of Commissioners

Date

GENESEE COUNTY COMMUNITY ACTION RESOURCE DEPARTMENT

By: Joshua Freeman,
Director of Administration

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 Department of Senior Services)

Attachment B

(Monthly Reporting Forms)

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

Number of NEW Genesee County residents (clients) aged 60 years and older who were provided home delivered meals during this month.

Total number of clients who were provided home delivered meals this fiscal year.

Number service days for this month.

Total number of home delivered meals (HDMs) distributed during this month (Regular, Special & Kosher)

Total number of kosher HDM's provided this fiscal year by The Flint Jewish Federation.

Total number of HDM's provided this fiscal year by GCCARD.

For each client included in item 1, attach client's address including street number, name, and zip code.

Indicate the amount of donations received by GCCARD for this program during this period.

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

Number of Meals	Unit Rate	Meals 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: _____

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/A/C/H /NA/U)	VETERAN (Y/N)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										

Attachment C

(Budget FY 2025-2026)

Name of Service Provider:	FY 2024-2025 Senior Millage Budget	Proposed FY 2025-2026 Budget Expenditures - Senior Millage
ADMINISTRATION		
Salaries – All Staff	$ -	$ 427,556.63
	$ -	$ -
Fringes -- Employer FICA	$ -	$ 28,962.44
Fringes – Medical	$ -	$ 17,352.50
Fringes – Other	$ -	$ -
SUBTOTAL	$ -	$ 473,871.57
PROGRAMMING		
Special Projects / Events	$ -	
Volunteer Expenses	$ -	$ -
SUBTOTAL	$ -	$ -
OPERATIONS		
Facility Maintenance	$ -	$ 11,326.00
	$ -	$ -
Equipment Maintenance	$ -	$ 1,000.00
Gas	$ -	$ 40,000.00
Food Supplies	$ -	$ 699,793.35
Kitchen Supplies	$ -	$ 80,000.00
Memberships / Publications	$ -	$ 2,500.00
Office Supplies	$ -	$ 3,500.00
CSA/Intrafund	$ -	$ 66,075.08
Postage	$ -	$ 250.00
Service Contracts/Licenses	$ -	$ 13,500.00
Phone/ Fax/ Internet/ Web Services	$ -	$ 3,000.00
Vehicle Maintenance / Mileage	$ -	$ 35,280.00
Outreach	$ -	$ -
		$ -
SUBTOTAL	**$ -**	**$ 956,224.43**
EQUIPMENT PURCHASES		
	$ -	$ -
	$ -	$ -
SUBTOTAL	$ -	$ -
TOTAL AWARD EXPENDITURES	**$ -**	**$ 1,430,096.00**
Unit Rate(if applicable)		**$ 6.25 per meal**

Attachment D

(MIOSHA Part 554 Bloodborne Infectious Diseases Standards and Regulations)

https://www.michigan.gov/mpsc/-/media/Project/Websites/leo/Documents/MIOSHA5/CIS_WSH_part554.pdf?rev=7c4ff438364e448197580417953c2088&hash=9799444AE5977FD015A81D9ADFC29D50

(Genesee County Travel Regulations)

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

Attachment E

The Subcontract between GCCARD and Flint Jewish Federation for FY 2025-2026
(Subcontract will be attached when a copy is received from GCCARD)

GENESEE COUNTY
SENIOR SERVICES

Insurance Information
GCCARD

1101 Beach Street Room 100 Flint MI 48502 (810) 424-4478

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: RFP:25-431 –Home Delivered Meals Service Provider(s)

Coverage Required		Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	$500,000 accidental/disease $1,000,000 policy limit, disease Including Premises/Operations
X	3. General Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
X	4. Professional Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including errors and omissions
	5. Medical Malpractice	$200,000 per occurrence $800,000 in aggregate
X	6. Automobile liability	$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
X	7. Umbrella liability/Excess Coverage	$1,000,000 BI & PD and PI
X	8. Genesee County named as an additional insured on other than worker' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
X	9. Other Insurance Required: Cyber Liability, Crime, Abuse and Molestation	
X	10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	11. The Certificate must state proposal number and title 25-431	

Insurance Agent's Statement

I have reviewed the requirements with the proposer 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.

See Previous Signature _____

Contractor Signature

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
300 Ottawa NW
Suite 301
Grand Rapids MI 49503

CONTACT NAME: Katie Carlson
PHONE (A/C, No, Ext): 616-233-0915 **FAX (A/C, No):** 616-233-0923
E-MAIL ADDRESS: Katie_Carlson@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Safety National Casualty Corporation	15105
INSURER B : Gemini Insurance Company	10833
INSURER C : Travelers Casualty and Surety Co of America	31194
INSURER D : ACE American Insurance Company	22667
INSURER E : Allied World Assurance Co (U.S.) Inc.	19489
INSURER F :	

INSURED
Genesee County
1101 Beach Street
3rd Floor
Flint MI 48502

COVERAGES **CERTIFICATE NUMBER:** 1318941373 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			XPR4068574	12/15/2024	12/15/2025	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X SIR- 350,000						MED EXP (Any one person)	$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 5,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 5,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 5,000,000
								$
A	AUTOMOBILE LIABILITY			XPR4068574	12/15/2024	12/15/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X SIR-$350,000							$
B E	UMBRELLA LIAB X OCCUR			XPE0000174-04 0313-6511	12/15/2024 12/15/2024	12/15/2025 12/15/2025	EACH OCCURRENCE	$ 15,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			AGC4067680	12/15/2024	12/15/2025	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	$ 5,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 5,000,000
							E.L. DISEASE - POLICY LIMIT	$ 5,000,000
D	Public Officials & Employment Practices Liability			G70854144005	12/15/2024	12/15/2025	Each Occurrence/Agg	$5,000,000
C	Crime			105752555	12/15/2024	12/15/2027	POL SIR/EPL SIR	$250,000/$350,000
							Employee Fraud/Theft	$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess Workers Compensation & Excess Employers Liability Self Insured Retention $500,000/$750,000 for class code 7720 (Police); Update Public Officials to show Public Officials and Employment Practice Liability SIR is $250,000 for Public Officials and $350,000 for EPL.
GL,AL, EL- Third Excess $10M (Allied) X Second Excess $5M (Gemini) X Primary $5M X Retentions.
Public Officials - Third Excess $10M (Allied) X Second Excess $5M (Gemini) X Primary/First X Retentions (ACE).
Crime Policy includes coverage to employees of Genesee County, MI for Fraudulent acts and Employee Theft.

CERTIFICATE HOLDER

INFORMATIONAL PURPOSES ONLY
THIS IS FOR INFORMATIONAL PURPOSES ONLY
INFORMATIONAL MI 48502
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2049 **Agenda Date:** 8/13/2025 **Agenda #:** 19.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of an agreement between Genesee County and the Office of the Genesee County Sheriff, in an amount not to exceed $500,000.00, to provide Elder Abuse and Exploitation Prevention services for Genesee County seniors; the cost for this contract will be paid from account 2231-691.00 -995.056

BOARD ACTION REQUESTED:

Approval of a MOU between Genesee County and the Office of the Genesee County Sheriff in an amount not to exceed $500,000.00, to provide Elder Abuse and Exploitation Prevention services for Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-995.056.

BACKGROUND:

This is the annual MOU that allows the service providers to receive funding for approved budgeted monthly expenses from the Genesee County Senior Millage.

DISCUSSION:

The Office of the Genesee County Sheriff is a governmental department that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. # 2231-691.00-995.056.

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact on their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Office of Senior Services to authorize entering into the FY 2025 -2026 Service Provider Memorandum of Understanding (MOU) between Genesee County and the Office of Genesee County Sheriff, whereby the Sheriff will provide Elder Abuse and Exploitation services to county residents who are 60 years of age or older for the term commencing October 1, 2025, through September 30, 2026, at a cost not to exceed $500,000.00 to be paid from account #2231-691.00-995.056, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the MOU on behalf of Genesee County.

MEMORANDUM OF UNDERSTANDING (MOU)
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

OFFICE OF GENESEE COUNTY SHERIFF
1002 South Saginaw Street
Flint, Michigan 48502
Hereinafter referred to as the **"SHERIFF"**

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

Whereas, the COUNTY and the SHERIFF previously entered into a Memorandum of Understanding (MOU) for a program of services titled **"Elder Abuse and Exploitation Prevention Services"** (hereinafter referred to as "Services") funded by the Senior Citizen Services millage; and

Whereas, the COUNTY elects to continue funding these Services through the Senior Millage.

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

A. PURPOSE:

This MOU is entered into for the purpose of retaining SHERIFF to provide elder abuse and exploitation prevention services funded by Senior Citizen Services millage dollars to qualified senior individuals residing in Genesee County.

B. IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT:

1. This MOU shall commence on October 1, 2025 and continue through September 30, 2026.

2. This MOU is effective as of the commencement date upon approval by the Genesee County Board of Commissioners.

3. The SHERIFF agrees to designate three detectives to the EAP.

4. The assigned detectives work for, and report to, the SHERIFF, who reserves the right to regulate the staffing and nature of service to be provided under this MOU, and remains the final decision maker as to responding to complaints, investigations and pursuing charges in elder abuse cases.

5. The SHERIFF agrees to establish safeguards to prohibit conflicts of interest involving SHERIFF employees, prohibiting them from being involved in activities that are motivate by a desire for private gain for themselves or others with whom they have family, business or personal ties.

6. The SHERIFF will submit to the GCOSS monthly reports providing statistics regarding the use of the detectives and clerical, if utilized, using a format similar to that provided in Attachment B, including the Monthly New Client Address Form that is to be sent electronically each month in an Excel spreadsheet format.

7. The SHERIFF agrees to include the following statement, where practicable, in or on printed materials, newsletters, surveys, website, special events, programs, registration materials, advertisements, program presentations, etc.: "*This program and/or service is funded in whole or in part by Genesee County Senior Millage funds. Your tax dollars are at work."* The Genesee County logo must be displayed on all of the above items if funded in whole or in part by Genesee County Senior Millage funds.

8. The SHERIFF agrees that Senior Millage funds may be used to provide increases in salaries or compensation packages for any employee or contractor, at the discretion of the Genesee County Department of Senior Services and the approval of the Genesee County Board of Commissioners, or as required to comply with any state or federal minimum wage laws.

9. The SHERIFF agrees that overnight travel funded by Senior Millage dollars shall be approved in advance by the Genesee County Board of Commissioners and agrees to adhere to the Genesee County Travel Regulations as set forth in Attachment D to this MOU.

10. The parties agree that failure by the COUNTY to insist upon strict adherence to any terms of this MOU 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 the term, of this MOU.

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

1. The COUNTY agrees to compensate the SHERIFF for the term of the MOU an amount not to exceed $ 500,000.00 for costs of budgetary items described and included within Attachment C to this MOU (Approved Budget FY – 2025 - 2026). Reimbursement will be disbursed on a monthly basis at the rate and monthly maximum as set forth in Paragraph H. Reimbursement Method for the service agreed upon for the duration of the MOU term.

2. Subject to the availability of funding and other applicable conditions, the COUNTY agrees to provide resources throughout the period of this MOU under the terms of this MOU.

3. The COUNTY may, at reasonable times and without notice, visit and inspect the SHERIFF'S facilities and discuss or survey the SHERIFF'S activities with designated staff.

4. The COUNTY, or any other representatives designated by the COUNTY, has the right to examine all records, books and papers related to the performance of activities that are the subject of this MOU.

5. The Contract Administrator for this MOU is Lynn M. Radzilowski, Senior Services Director, GCOSS, or her designee (the "Contract Administrator"). The SHERIFF acknowledges that the Contract Administrator is the primary COUNTY contact for notices and instructions related to this MOU. The SHERIFF agrees to provide a copy of all notices related to this MOU to the Contract Administrator.

D. MEMORANDUM OF UNDERSTANDING ATTACHMENTS

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

Attachment A: Business Associate Agreement
Attachment B: Reporting Forms (Monthly Invoice Form & Monthly New Client Address Form)
Attachment C: Approved Budget FY – 2025 - 2026
Attachment D: Genesee County Travel Regulations

E. AMENDMENTS

1. Any changes to this MOU will be valid only if made in writing and accepted by all parties to this MOU.

2. This MOU, including attachments, may be amended by mutual written consent of the SHERIFF and the COUNTY. When submitting a proposed MOU or budget amendment, the SHERIFF 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 SHERIFF's control which reduces or otherwise interferes with the SHERIFF'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 MOU negotiated.

4. Any changes proposed by the SHERIFF which would affect the funding of any activity supported in whole or in part by funds provided under this MOU 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 SHERIFF in writing of its determination. Subsequently, the COUNTY will initiate any necessary formal amendment to the MOU for execution by the parties to the MOU.

6. Any changes proposed by the COUNTY must be agreed to in writing by the SHERIFF 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 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 MOU is in full force and effect for the period specified in paragraph B.1 of this MOU, subject to the following conditions:

1. This MOU may be terminated by either party for any reason by giving thirty days written notice to the other party stating the effective date of termination.

2. This MOU is terminated by the COUNTY upon seven days written notice to SHERIFF due to convenience or diminution of funds.

G. REPORTING REQUIREMENTS

The SHERIFF will provide the COUNTY with monthly reports using the formats provided in Attachment B to this MOU. The SHERIFF will also provide on a monthly basis a compilation, or copies, of letters and other feedback that has been received from senior clients regarding the work of the Sheriff's EAP Program. The SHERIFF will also provide a breakdown of the warrants issued each month during the term of this MOU.

H. REIMBURSEMENT METHOD

1. The COUNTY shall reimburse the SHERIFF on a monthly basis for Services provided during the duration of this MOU only. The SHERIFF shall not be reimbursed for Services provided prior to the commencement date of this MOU.

2. The COUNTY shall reimburse the SHERIFF on a monthly basis with a recommended maximum reimbursement total of $ 41,666.66 per month during the term of this MOU.

The purpose of the recommended maximum reimbursement is to avoid the SHERIFF expending all of the funds prior to the scheduled end date of the Initial Term. Reimbursements exceeding the recommended maximum figure may be permitted on a case-by-case basis as determined by the Contract Administrator as long as the SHERIFF presents an explanation of need and a reasonable plan for providing continued service for the remainder of the term of the MOU.

3. The COUNTY shall reimburse the SHERIFF within thirty days of an approved invoice using the monthly invoice form and instructions found in Attachment B of this MOU. Prompt reimbursement shall be contingent upon full contractual compliance and The submittal of requisite documentation on the approved invoice form. COUNTY may withhold reimbursement if it deems the SHERIFF to have failed to have substantially complied with the MOU terms. Ineligible expenses, expenditures not consistent with the approved budget, or expenditures exceeding the monthly maximum limit without the above-stated explanation and plan 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 SHERIFF 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 assurance from any subcontractor who may be used to carry out duties described in this MOU. A breach of this covenant shall be regarded as a material breach of the MOU.

J. CONFIDENTIALITY

It is understood that work performed under this Program of Services will include access to proprietary documents and information. SHERIFF 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 SHERIFF'S materials provided or utilized during the contract performing process without written permission. SHERIFF and the COUNTY affirm the Business Associate Agreement Form executed with the signing of this MOU and

included as Attachment A, under Federal guidelines in accordance with the Health Insurance Portability and Accountability Act (HIPAA).
Further, both parties acknowledge that SHERIFF 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. SHERIFF 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 Protected Health Information (PHI) in accordance with HIPAA.

K. GOOD FAITH EFFORTS TO RESOLVE DISPUTES; ATTORNEYS' FEES

If for any reason any portion of this MOU is in dispute, the parties agree to resolve the dispute without resorting to litigation. Any dispute shall be submitted to an agreed upon mediator for binding mediation. The party not prevailing in the dispute will pay reasonable attorney's fees as part of any resolution of the dispute.

L. INTEGRATION

This MOU 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.

M. WAIVER

Any clause or condition of this MOU found to be an impediment to the intended and effective operation of this MOU 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 MOU and may affect any or all program elements covered by this MOU.

N. SEVERABILITY

If any provision of this MOU, 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 MOU.

O. SPECIAL CERTIFICATION STATEMENT

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

[SIGNATURE PAGE FOLLOWS]

COUNTY OF GENESEE

_____
By: Delrico Loyd, Chairperson
Genesee County Board of Commissioners

_____
Date

OFFICE OF THE GENESEE COUNTY SHERIFF

_____
By: CHRISTOPHER R. SWANSON,
Sheriff

_____
Date

Exhibit A

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 the Office of the Genesee County Sheriff, ("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: Christopher Swanson
T: (810) 257-3426
E: cswanson@geneseecountymi.gov

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

Office of Genesee County Sheriff

By: _____
Name: Christopher Swanson
Title: Sheriff

ATTACHMENT B
Reporting Forms (Monthly Invoice Form & Monthly New Client Address Form)

MONTHLY INVOICE and REPORT FORM

Agency: Office of the Genesee County Sheriff Activity: **Elder Abuse & Exploitation Prevention**

Contract Term: October 1, 2025 - September 30, 2026

Activity Period:

Certification - I certify that the services rendered and billed costs for these services are in accordance with the terms of the project contract and that reimbursement for the services specified in this invoice has not been previously requested.

Agency's Authorizing Signature: **Date:**

1.	**Total number of Genesee County residents aged 60 years and older ("clients") who were new clients during this month.**	
2.	**Cumulative number of clients served under this fiscal year.**	
3.	**Total number of complaints made to OGCS/Consumer Protection and Fraud Division by Adult Protective Services or other community agencies during this month.**	
4.	**Total number of warrants issued during this month.**	
5.	**Total number of clients discharged from EAP Team services during this month.**	
6.	**Total number of Detective hours spent on the Elder Abuse and Exploitation Prevention Program during this month.**	
8.	**List names and titles of staff who performed work under this contract during this month. Attach pertinent licensures, as applicable, if not submitted during a previous month.**	
	_____ _____	
	_____ _____	
9.	**For each client included in item 1, email that person's address including street number & street name, city or village, and zip code.**	Attach address list

Please attach Fiscal Report

Total Request:

Date stamp:

Total Payment:

Staff Reviewer's Initials:

Senior Services Signature

Lynn M. Radzilowski- Senior Services Director

Senior Millage Service Providers
Client Addresses

Month & Year: _____

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/A/C/H /NA/U)	VETERAN (Y/N)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										

ATTACHMENT C
2025-2026 BUDGET

GL NUMBER	DESCRIPTION	2025-26 DEPT REQUEST BUDGET
ESTIMATED REVENUES		
1010-317.00-699.000	TRANSFER IN	500,000.00
TOTAL ESTIMATED REVENUES		500,000.00
APPROPRIATIONS		
1010-317.00-702.000	SALARIES & WAGES	264,697.00
1010-317.00-709.000	SOCIAL SECURITY	21,578.00
1010-317.00-713.000	OVERTIME	10,000.00
1010-317.00-714.000	LONGEVITY	7,368.00
1010-317.00-718.000	MEDICAL INSURANCE	45,608.00
1010-317.00-723.000	POST-RETIREMENT BENEFIT	49,822.00
1010-317.00-725.000	OPTICAL INSURANCE	282.00
1010-317.00-726.000	DENTAL INSURANCE	2,666.00
1010-317.00-727.000	LIFE HEALTH INSURANCE	1,258.00
1010-317.00-728.000	RETIREMENT	28,206.00
1010-317.00-729.000	WORKERS COMPENSATION	4,231.00
1010-317.00-730.000	UNEMPLOYMENT	564.00
1010-317.00-752.000	SUPPLIES OTHER	5,311.00
1010-317.00-754.000	SUPPLIES OFFICE	10,000.00
1010-317.00-769.000	SUPPLIES UNIFORMS	5,000.00
1010-317.00-850.000	TELEPHONE	1,409.00
1010-317.00-910.005	TRAINING EMPLOYEES	5,000.00
1010-317.00-957.005	MOTOR POOL CHARGES	32,000.00
1010-317.00-978.000	EQUIPMENT	5,000.00

TOTAL APPROPRIATIONS	500,000.00
NET OF REVENUES/APPROPRIATIONS - FUND 1010	
BEGINNING FUND BALANCE	39,513,780.99
FUND BALANCE ADJUSTMENTS	
ENDING FUND BALANCE	39,513,780.99

ATTACHMENT D
(Genesee County Travel Regulations)
https://cms3.revise.com/revse/geneseew/departments/controllers/docs/genesee%20county%20Travel%20policy.pdf

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? New for FY 2025-2026

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.

Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2050 **Agenda Date:** 8/13/2025 **Agenda #:** 20.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of an MOU between Genesee County and the Genesee County Probate Court, in an amount not to exceed $85,847.00, to provide for Guardian Ad Litem services and guardianship and conservator reviews in conjunction with the Elder Abuse and Exploitation Prevention services to eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-995.056

BOARD ACTION REQUESTED:

Approval of an MOU between Genesee County and the Genesee County Probate Court in an amount not to exceed $85,847.00 to provide Guardian Ad Litem services and guardianship and conservator reviews in conjunction with the Elder Abuse and Exploitation Preventions services to eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-995.056.

BACKGROUND:

This is the annual MOU that allows the service providers to receive funding for approved budgeted monthly expenses from the Genesee County Senior Millage.

DISCUSSION:

The Genesee County Probate Court is a governmental department that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. # 2231-691.00-995.056

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 Service Provider Memorandum of Understanding (MOU) between Genesee County and the Genesee County Probate Court, whereby the Probate Court will provide Guardian Ad Litem services and guardianship and conservator reviews in conjunction with the Elder Abuse and Exploitation Preventions services to county residents who are 60 years of age or older for the term commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed $85,847.00 to be paid from account #2231-691.00-995.056, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the MOU on behalf of Genesee County.

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? New for FY 2025-2026

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.

MEMORANDUM OF UNDERSTANDING (MOU)
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

OFFICE OF THE GENESEE COUNTY PROBATE COURT
900 South Saginaw Street
Flint, Michigan 48502
Hereinafter referred to as the **"PROBATE COURT"**

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

Whereas, the PROBATE COURT is statutorily responsible for appointing a Guardian ad Litem for an unrepresented individual when a petition to appoint a guardian and/or a conservator is filed, and also provides statutorily required guardianship and conservatorship reviews when a guardian or conservator has been appointed; and

Whereas, the COUNTY and the PROBATE COURT previously entered into a Memorandum of Understanding for a program of services titled **"Elder Abuse and Exploitation Prevention Services"** (hereinafter referred to as "Services") funded by the Genesee County Senior millage wherein the PROBATE COURT provided these services on behalf of Genesee County resident senior citizens associated with the Genesee County Sheriff's Department Elder Abuse Program ("EAP"); and

Whereas, the COUNTY elects to continue to fund these Services from the Senior Millage.

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

A. PURPOSE:

This Memorandum of Understanding ("MOU") is entered into for the purpose of continued funding to the PROBATE COURT for its provision to qualified senior individuals residing in Genesee County of Guardian Ad Litem services and guardianship and conservatorship reviews in conjunction with the Genesee County Office of the Sheriff Elder Abuse and Exploitation Prevention Program funded by Genesee County Senior Millage dollars.

B. IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT:

1. This MOU shall commence on October 1, 2025 and continue through September 30, 2026

2. This MOU is effective as of the commencement date upon approval by the Genesee County Board of Commissioners.

3. The PROBATE COURT will provide the COUNTY with monthly reports providing statistics regarding the use of the senior millage funded staff persons using the format provided in Attachment A, including the Monthly New Client Address Form that is in an Excel Format and is to be sent electronically each month. PROBATE COURT will also provide the County with a monthly breakdown of financial data, regarding services provided, by Local Unit of Government (LUG).

4. The PROBATE COURT agrees to include the following statement, where practicable, in or on printed materials, newsletters, surveys, website, special events, programs, registration materials, advertisements, DVDs, CDs, program presentations, etc.: "*This program and/or service is funded in whole or in part by Genesee County Senior Millage funds. Your tax dollars are at work."* The Genesee County logo must be displayed on all of the above items if funded in whole or in part by Genesee County Senior Millage funds.

5. The PROBATE COURT agrees that Senior Millage funds may be used to provide increases in salaries or compensation packages for any employee or contractor, at the discretion of the Genesee County Department of Senior Services and the approval of the Genesee County Board of Commissioners, or as required to comply with any state or federal minimum wage laws.

6. The PROBATE COURT agrees that overnight travel funded by Senior Millage dollars shall be approved in advance by the Genesee County Board of Commissioners.

7. Subject to availability and other applicable conditions, the COUNTY agrees to provide funding throughout the period of this MOU under the terms of this MOU.

8. The PROBATE COURT is responsible for all SERVICES performed under this MOU. If a Subcontractor is used; the PROBATE COURT 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 services. The PROBATE COURT 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.

9. The PROBATE COURT shall provide to eligible Genesee County senior citizens the Services as governed by MCL §700.5303 and §700.5406, which require that a guardian ad litem (GAL) be appointed by the Probate Court when a petition to appoint a guardian and/or a conservator is filed and the subject of the petition (the proposed ward) is not represented by an attorney. The duties of the GAL are as listed in MCL §700.5305. The PROBATE COURT shall also provide to eligible Genesee County senior citizens the Guardianship/Conservatorship reviews as required under MCL §700.5309. The PROBATE COURT proposes to expend $ 18,000.00 for contracted senior Guardian ad Litem Services (200 units at $ 90.00 per unit) and to expend $ 18,000.00 for contracted senior Guardianship Review Services (200 units at $ 90.00 per unit). The remainder of the funding shall be directed toward county staff hours on eligible senior projects.

10. The COUNTY will transfer $ 85,847.00 in monthly increments of $ 7,153.91 from the Senior Millage Fund to the General Fund for the services as set forth in this MOU for FY – 2025 - 2026 by September 30, 2026.

11. The administrator for this MOU is Lynn M. Radzilowski, Senior Services Director, GCOSS, or her designee (the "Contract Administrator"). The PROBATE COURT acknowledges that the Contract Administrator is the primary COUNTY contact for notices and instructions related to this MOU. The PROBATE COURT agrees to provide a copy of all notices related to this MOU to the Contract Administrator.

12. Minor modifications of the work plan that do not require monetary adjustments in excess of $ 29,999.99 may be approved by the Contract Administrator without further consultation with the County Board of Commissioners.

C. MEMORANDUM OF UNDERSTANDING ATTACHMENTS

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

Attachment A: Reporting Forms (Monthly Invoice Form & Monthly New Client Address Form)
Attachment B: Approved Budget FY – 2025 - 2026

COUNTY OF GENESEE

By: Delrico Loyd, Chairperson
Genesee County Board of Commissioners

Date

GENESEE COUNTY PROBATE COURT

By: HONORABLE JENNIE E. BARKEY
Presiding Probate Court Judge

Date

Attachment A

Reporting Forms (Monthly Invoice Form & Monthly New Client Address Report Form)

MONTHLY INVOICE and REPORT FORM

Agency: **Genesee County Probate Court** Activity: **Guardianship/Conservatorship Reviews**

Contract Term: October 1, 2025 - September 30, 2026

Activity Period:

Certification - I certify that the services rendered and billed costs for these services are in accordance with the terms of the project contract and that reimbursement for the services specified in this invoice has not been previously requested.

Agency's Authorizing Signature: **Date:**

1.	**Total number of Genesee County residents aged 60 years and older ("clients") who were new clients during this month.**	
2.	**Cumulative number of clients served under this fiscal year.**	
3.	**Total number of senior client account and inventory reviews by the Genesee County Probate Court during this month.**	
4.	**Cumulative number of senior client account and inventory reviews by the Genesee County Probate Court during this fiscal year.**	
5.	**Total number of GAL reports for Genesee County residents aged 60 years and older who were new clients during this month.**	
6.	**Cumulative number of GAL reports for Genesee County residents aged 60 years and older who were new clients, during this fiscal year.**	
7.	**Total number of guardianship reviews for Genesee County residents aged 60 years and older this month.**	
8.	**Cumulative number of guardianship reviews for Genesee County residents aged 60 years and older, during this fiscal year.**	
9.	**List names and titles of staff who performed work under this contract during this month. Attach pertinent licensures, as applicable, if not submitted during a previous month.**	
10.	**For each client included in item 1, email that person's address including street number & street name, city or village, and zip code.**	Attach address list

Date stamp:

Monthly 1/12 Payment: **$7,153.92**

TOTAL PAYMENT:

Staff Reviewer's Initials:

Senior Services Signature

Lynn M. Radzilowski- Senior Services Director

Senior Millage Service Providers
Client Addresses

Month & Year: _____

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/A/C/H /NA/U)	VETERAN (Y/N)
1										
2										
3										
4										
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Attachment B

Approved Budget FY – 2025-2026

Proposed Budget

Genesee County Probate Court 2025-26

Service	Units	Unit Cost	Total
Guardian ad Litem Services	200	$90	$18,000
Guardianship Review Services	200	$90	$18,000
Audit/Review Accounts and Inventories			$49,847
			$85,847

Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2051 **Agenda Date:** 8/13/2025 **Agenda #:** 21.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of a MOU between Genesee County and The Office of the Genesee County Prosecuting Attorney, in an amount not to exceed $53,200.00, to provide legal services on behalf of senior citizens as referred from the Elder Abuse and Exploitation Prevention Program for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-995.056

BOARD ACTION REQUESTED:

Approval of a MOU between Genesee County and The Office of the Genesee County Prosecuting Attorney in an amount not to exceed $53,200.00, to provide legal services on behalf of senior citizens as referred from the Elder Abuse and Exploitation Prevention Program for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-995.056

BACKGROUND:

This is the annual MOU that allows the service providers to receive funding for approved budgeted monthly expenses from the Genesee County Senior Millage.

DISCUSSION:

The Office of the Genesee County Prosecuting Attorney is a governmental department that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. # 2231-691.00-995.056

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 Service Provider Memorandum of Understanding (MOU) between Genesee County and the Office of the Genesee County Prosecuting Attorney, whereby the Prosecutor will provide legal services on behalf of senior citizens as referred from the Elder Abuse and Exploitation Prevention Program to county residents who are 60 years of age or older for the term commencing October 1, 2025, through September 30, 2026, to be paid from account #2231-691.00-995.056 in an amount not to exceed $53,200.00, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and both the Chairperson of this Board and the Prosecuting Attorney are authorized to execute the agreement on behalf of Genesee County.

MEMORANDUM OF UNDERSTANDING (MOU)
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

THE OFFICE OF THE GENESEE COUNTY PROSECUTING ATTORNEY
900 South Saginaw Street
Flint, Michigan 48502
Hereinafter referred to as the **"PROSECUTOR"**

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

Whereas, the COUNTY and the PROSECUTOR previously entered into a Memorandum of Understanding for a program of services titled **"Elder Abuse and Exploitation Prevention Services"** (hereinafter referred to as "Services") funded by the Senior Citizen Services millage; and

Whereas, the PROSECUTOR provides legal services on behalf of senior citizens as referred from the Genesee County Sheriff's Department Elder Abuse Program ("EAP") as well as sources in addition to the EAP for which compensation under this MOU is appropriate; and

Whereas, the COUNTY elects to continue funding these Services through the Senior Millage; and

Whereas, the parties agree to enter this Memorandum of Understanding for the continued 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 Memorandum of Understanding ("MOU") is entered into for the purpose of retaining PROSECUTOR to provide advisory and prosecuting services to the Elder Abuse and Exploitation Prevention Program funded by Senior Citizen Services millage dollars to qualified senior individuals residing in Genesee County.

B. IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT:

1. This MOU shall commence on October 1, 2025, and continue through September 30, 2026.

2. This MOU is effective as of the commencement date upon approval by the Genesee County Board of Commissioners.

3. The PROSECUTOR agrees to designate one or more Assistant Prosecuting Attorneys ("APA") to the EAP for the purpose of reviewing warrants and prosecuting cases of elder abuse and exploitation originating from EAP referrals, and consulting with detectives and EAP staff on such cases as necessary.

4. The PROSECUTOR agrees that the designated APA will work with assigned EAP detectives in scheduling warrant reviews and other services as necessary in a reasonable and timely basis throughout the term of this MOU. The assigned APA works for, and reports to, the Prosecuting Attorney, who reserves the right to regulate the staffing and nature of service to be provided under this MOU, and remains the final decision maker as to charging, resolution and trial of elder abuse cases.

5. The PROSECUTOR will continue to provide senior millage eligible legal services regarding abuse and exploitation of Genesee County residents 60 years or older as referred to PROSECUTOR by the EAP and sources other than the EAP, compensation for which is permitted under this MOU.

6. The PROSECUTOR will submit to the GCOSS monthly reports providing statistics regarding the use of the APA using a format similar to that provided in Attachment A, including the Monthly New Client Address Form that is to be sent electronically each month in an Excel spreadsheet format.

7. The PROSECUTOR agrees to include the following statement, where practicable, in or on printed materials, newsletters, surveys, website, special events, programs, registration materials, advertisements, DVDs, CDs, program presentations, etc.: "*This program and/or service is funded in whole or in part by Genesee County Senior Millage funds. Your tax dollars are at work."* The Genesee County logo must be displayed on all of the above items if funded in whole or in part by Genesee County Senior Millage funds.

8. The PROSECUTOR agrees that Senior Millage funds may be used to provide increases in salaries or compensation packages for any employee or contractor, at the discretion of the Genesee County Office of Senior Services and the approval of the Genesee County Board of Commissioners, or as required to comply with any state or federal minimum wage laws.

9. The PROSECUTOR agrees that overnight travel funded by Senior Millage dollars shall be approved in advance by the Genesee County Board of Commissioners.

10. Subject to availability and other applicable conditions, the COUNTY agrees to provide funding throughout the period of this MOU under the terms of this MOU.

11. The COUNTY will transfer $ 53,200.00 in monthly increments of $ 4,433.33 from the Senior Millage Fund to the General Fund for the services of the APA/s for FY 2025- 2026 by September 30, 2026.

12. The contract administrator for this MOU is Lynn M. Radzilowski, Senior Services Director, GCOSS, or her designee (the "Contract Administrator"). The PROSECUTOR acknowledges that the Contract Administrator is the primary COUNTY contact for notices and instructions related to this MOU. The PROSECUTOR agrees to provide a copy of all notices related to this MOU to the Contract Administrator.

13. Minor modifications of the work plan that do not require monetary adjustments in excess of $ 29,999.99 may be approved by the Contract Administrator without further consultation with the County Board of Commissioners.

C. MEMORANDUM OF UNDERSTANDING ATTACHMENTS

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

Attachment A: Reporting Forms (Monthly Invoice Form & Monthly New Client Address Form)
Attachment B: Approved Budget FY – 2025 - 2026

COUNTY OF GENESEE

_____
By: Delrico Loyd, Chairperson
Genesee County Board of Commissioners

_____
Date

OFFICE OF THE GENESEE COUNTY PROSECUTING ATTORNEY

_____
By: DAVID LEYTON,
Genesee County Prosecuting Attorney

_____
Date

ATTACHMENT A
Reporting Forms (Monthly Invoice Form & Monthly New Client Address Form)

MONTHLY INVOICE and REPORT FORM

Agency: **Office of the Genesee County Prosecuting Attorney**

Activity: **Assistant Prosecuting Attorney Services**

Contract Term: October 1, 2025 - September 30, 2026

Activity Period:

Certification - I certify that the services rendered and billed costs for these services are in accordance with the terms of the project contract and that reimbursement for the services specified in this invoice has not been previously requested.

Agency's Authorizing Signature: **Date:**

1.	**Total number of Genesee County residents aged 60 years and older ("senior clients") who were *new* clients during this month.**	
2.	**Total number of senior client cases who were *active* during this month.**	
4.	**Total number of senior client cases *completed* during this month.**	
5.	**Total number of warrants reviewed during this month.**	
6.	**For each new senior client , email that client's address including street number & street name, city or village, and zip code, date(s) of service and description of service provided. (Do not include client names.)**	**Attached**
7.	**Total number of Assistant Prosecuting Attorney hours spent on cases this month.**	
8.	**Attach backup documentation for Assistant Prosecuting Attorney hours.**	**Attached**

Date Stamp

Notes

Monthly 1/12 Payment:	**$4,433.33**
Approved Payment:	

Staff Reviewer's Initials:

Senior Services Signature

Lynn M. Radzilowski, Senior Services Director

Senior Millage Service Providers
Client Addresses

Month & Year: _____

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/A/C/H /NA/U)	VETERAN (Y/N)
1										
2										
3										
4										
5										
6										
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ATTACHMENT B
APPROVED BUDGET FY 2025-2026

DAVID LEYTON
GENESEE COUNTY PROSECUTOR

July 1, 2026

To: Allison Gute

From: John Potbury

Re: Senior Millage Budget Proposal FY 25-26

Senior Millage Cost Proposal **Genesee County Prosecutor**	**Budget** **FY 2025-26**
Assistant Prosecuting Attorneys	$46,000.00
Clerical Staff	$ 7,000.00
Total County Employee Cost	*$53,000.00*
Office Supplies	$ 200.00
Total Direct Costs	*$ 200.00*
TOTAL PROJECT COST	*$53,200.00*

John R. Potbury

John R. Potbury
Chief Assistant Prosecuting Attorney

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? New for FY 2025-2026

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.

Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2054 **Agenda Date:** 8/13/2025 **Agenda #:** 22.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of a contract between Genesee County and Alternative Elderly Care, LLC, in an amount not to exceed $450,000.00, to provide In-Home Personal Care and Homemaking Services for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.016

BOARD ACTION REQUESTED:

Approval of a contract between Genesee County and Alternative Elderly Care, LLC in an amount not to exceed $450,000.00 to provide In-Home Personal Care and Homemaking Services for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.016.

BACKGROUND:

This is the annual contract that allows the service providers to receive funding for approved budgeted monthly expenses from the Genesee County Senior Millage. RFP #25-442

DISCUSSION:

Alternative Elderly Care, LLC is a for-profit service provider that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. # 2231-691.00-883.016

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 Service Provider Contract between Genesee County and Alternative Elderly Care, LLC, whereby the contractor will provide In-Home Personal Care and Homemaking Services to county residents who are 60 years of age or older for the term commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed $450,000.00 to be paid from account #2231-691.00-883.016, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

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? New for FY 2025-2026

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)

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a. Services:

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b. Construction/Physical Building Altercation/Remodel

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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.

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

ALTERNATIVE ELDERLY CARE, LLC
4130 Independence Dr.
Flint, MI 48506

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") # 25-442 for a Program of Services titled **"In-Home Personal Care and Homemaking Services"** (hereinafter referred to as "Services") and

Whereas, the CONTRACTOR submitted a Proposal in response to RFP # 25-442 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 In-Home Personal Care and Homemaking 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 # 25-442 and Addenda ("the RFP"), and in CONTRACTOR'S Proposal in response to RFP # 25-442 ("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 on the renewal date. 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 $250.00 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 C. 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 C. 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 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 up to three(3) additional

term (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 $450,000.00 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 # 25-442 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.

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 CONTRATOR 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 $22.50 per one hour unit of service delivery for this Contract, with a recommended maximum reimbursement total of $37,500.00 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 monthly 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 the 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	**ALTERNATIVE ELDERLY CARE, LLC**
By: Delrico Loyd, Chairperson Genesee County Board of Commissioners	By: Bonnie Kelley Owner/Administrator
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, 2025 by and between Genesee County, Acting by and through Genesee County Department of Senior Services, a Michigan municipal corporation ("Covered Entity") and Alternative Elderly Care, LLC, ("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: Bonnie Kelley
T: 810-691-9749
E: altelder@aol.com

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.

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

Alternative Elderly Care, LLC

By: _____
Name: Bonnie Kelley
Title: Owner/Administrator

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

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number / Confirmation of Payment
ADMINISTRATION EXPENDITURES			
SUBTOTAL - ADMINISTRATION	$ -		

Service Hours Provided	Unit Rate	Service Hours X Unit Rate	Total
OPERATIONS EXPENDITURES			
SUBTOTAL - Service Hours			$ -

Mileage Provided	**Mileage Rate**	**Mileage X Rate**	**Total**
SUBTOTAL - Mileage			$ -

Recipient of Funds	**Amount**	**Items Purchased/Use of Funds**	**Invoice Number and Check Number / Confirmation of Payment**
OFFICE/MISC. PURCHASES EXPENDITURES			
SUBTOTAL - OFFICE/MISC.	$ -		
TOTAL MONTHLY EXPENDITURES	$ -		
TOTAL MONTHLY REIMBURSEMENT REQUEST	$ -		

Senior Millage Service Providers
Client Addresses

Month & Year: _____

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/A/C/H /NA/U)	VETERAN (Y/N)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										

ATTACHEMENT D
BUDGET FY 2025-2026

Name of Center:	FY 2024-2025 Senior Millage Budget	Proposed FY 2025-2026 Budget Expenditures - Senior Millage
ADMINISTRATION		
Salaries – Bonnie Kelley	$ -	$ 10,000.00
Salaries – Support Staff	$ -	$ 35,750.00
Sarah Hensley		
Kate Wadsworth		
Denise Williams		
Lisa Monk		
ESTA - Sick Leave		$ 30,780.00
Fringes -- Employer FICA	$ -	$ 20,246.03
Fringes – Unemployment Insurance	$ -	$ 2,907.00
Fringes – Work Comp	$ -	$ 9,236.42
SUBTOTAL	$ -	$ 108,919.45
PROGRAMMING		
Special Projects / Events	$ -	
Volunteer Expenses	$ -	$ -
SUBTOTAL	$ -	$ -
OPERATIONS / Administrative		
Labor Costs	$ -	$ 264,654.00
Mileage reimbursement		$ 54,280.72
	$ -	$ -
TB Testing	$ -	$ 323.00
PPE	$ -	$ 1,572.83
Yearly Financial Audit	$ -	$ 4,500.00
Administrative Costs	$ -	$ 15,750.00
(Included Items)		
Rent	$ -	$ -
Utilities (Heat, Electric, Water)	$ -	$ -
Phone	$ -	$ -
Internet	$ -	$ -
Office Supplies	$ -	$ -
	$ -	$ -
	$ -	$ -
		$ -
SUBTOTAL	**$ -**	**$ 341,080.55**
EQUIPMENT PURCHASES		
	$ -	$ -
	$ -	$ -
SUBTOTAL	$ -	$ -
TOTAL AWARD EXPENDITURES	**$ -**	**$ 450,000.00**
Unit Rate(if applicable)		**$ 22.50**

ATTACHMENT E

(MIOSHA Part 554 Bloodborne Infectious Diseases Standards and Regulations)

https://www.michigan.gov/mpsc/-/media/Project/Websites/leo/Documents/MIOSHA5/CIS_WSH_part554.pdf?rev=7c4ff438364e448197580417953c2088&hash=9799444AE5977FD015A81D9ADFC29D50

(Genesee County Travel Regulations)

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

GENESEE COUNTY
SENIOR SERVICES

Insurance Information
Alternative Elderly Care, LLC.

1101 Beach Street Room 100 Flint MI 48502 (810) 424-4478

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: RFP:25-442 –In-Home Personal Care & Homemaking Services

Coverage Required		Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	$500,000 accidental/disease $1,000,000 policy limit, disease Including Premises/Operations
X	3. General Liability 2,000,000 4,000,000.	$1,000,000 per occurrence with $2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
X	4. Professional Liability 2,000,000 4,000,000.	$1,000,000 per occurrence with $2,000,000 aggregate Including errors and omissions
	5. Medical Malpractice	$200,000 per occurrence $800,000 in aggregate
X	6. Automobile liability	$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
X	7. Umbrella liability/Excess Coverage	$1,000,000 BI & PD and PI Included in Gen. Liab.
X	8. Genesee County named as an additional insured on other than worker' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
X	9. Other Insurance Required: Cyber Liability, Third Party Crime, Abuse and Molestation	
X	10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	11. The Certificate must state proposal number and title 24-395	

Insurance Agent's Statement

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

✓ The above required policies carry the following deductibles:

2500.-

✓ Liability policies are **occurrence** ____ **claims made** ✓

Kileen Stearns - Aem Agency. Kileen A Stearns

Insurance Agent — Signature

Brunn Pixley.

Prospective Contractor's Statement

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

Contractor — Signature

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown-Pixley Insurance Ag
5665 Okemos Road
East Lansing MI 48823

CONTACT NAME: Kileen A Stearns
PHONE (A/C, No, Ext): (517) 339-8277 FAX (A/C, No): (517) 339-4154
E-MAIL ADDRESS: kstearns@brownpixley.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Accident Fund	10166
INSURER B : Cna	13188
INSURER C : LLOYD'S OF LONDON	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Alternative Elderly Care, LLC
P O Box 935
Davison MI 48423-0935

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR X Retro Date 8-28-2002 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		GAH96855-240828	08/28/2024	08/28/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ Included $ 2,500
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y		GAH96855-240828	08/28/2024	08/28/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			100020960	04/11/2025	04/11/2026	PER STATUTE ☐ OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		100020960	04/11/2024	04/11/2025	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Professional Liability-Claims Made	Y		GAH96855-240828	08/28/2024	08/28/2025	Per Claim	$2,000,000
B	Home care dishonsty bond$10,000.			69393292	08/28/2024	08/28/2025	Aggregate Deductible	$4,000,000 $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured for General & Professional Liability if required by written contract.
Proposal No. 24-395

AI 019239

CERTIFICATE HOLDER
THE COUNTY OF GENESEE ACTING BY AND THROUGH
GENESEE COUNTY OFFICE OF SENIOR SERVICES
ROOM 361
GENESEE COUNTY ADMINISTRATION BUILDING
1101 BEACH ST
RPF#19-178
Flint MI 48502-

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Kileen A Stearns

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This endorsement changes the Policy. Please read it carefully.

BLANKET ADDITIONAL INSURED – GENERAL LIABILITY

DEFINITIONS Item 9. **Insured** is amended with the addition of the following:

J. Any person or entity that the Named **Insured** is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by Section 2 – General Liability of this policy, but only with respect to liability arising out of the Named Insured's operations for said person or entity. The insurance provided shall not exceed the lesser of the coverage and/or limits for Section 2 – General Liability or, the coverage and/or limits required by the said contract or agreement.

All other terms and conditions of this policy remain unchanged



Authorized Representative

PHYSICAL & SEXUAL ABUSE ENDORSEMENT

ADDITIONAL DECLARATIONS

1. Limits of Liability:

$250,000	Each "Physical and Sexual Abuse Claim"
$750,000	Aggregate Limit of Liability for all "Physical and Sexual Abuse Claims"

2. Deductible: 2,500 Each "Physical and Sexual Abuse Claim"

3. Retroactive Date: 2002-08-28

For the purposes of this Endorsement, the following is added with respect to Claims involving "Physical and Sexual Abuse Claim".

I. INSURING AGREEMENT

A. Subject to the Limits of Liability and Deductible specified in this Endorsement, the Company agrees to pay those sums that the **Insured** becomes legally obligated to pay as **Damages** on account of any "Physical and Sexual Abuse Claim" first made against the **Insured** during the **Policy Period** (or any applicable **extended reporting period**) and reported to the Company immediately arising out of:

1. Any incident resulting in allegations of:
   Negligent;
   Employment;
   Investigation;
   Supervision;
   Reporting to the proper authorities, or failure to report; or
   Retention;
   of a person for whom the **Insured** is legally responsible.

B. This Endorsement shall only apply if the physical and sexual abuse:
   1. is the result of an incident which takes place on or after the Retroactive Date specified in this Endorsement and prior to the expiration of the **Policy Period**.

C. For the purposes of this Endorsement, "Physical and Sexual Abuse Claim" means any Claim arising out of physical and sexual abuse.

II. LIMITS OF LIABILITY

A. The Each physical and sexual abuse claim Limit of Liability stated in the Additional Declarations above is the total limit applicable for all **Damages** or **defense expense** or both arising out of any one physical and sexual abuse Claim regardless of the number of Claims made or the number of **Insureds** against whom Claims are made. The Aggregate Limit of Liability for all "Physical and Sexual Abuse Claims" stated in the Additional Declarations above is the total limit applicable for all **Damages** or **defense expense** or both arising out of all physical and sexual abuse Claims made during the **policy period** (including any applicable Extended Reporting Period) regardless of the number of Claims made or the number of **Insureds** against whom Claims are made. For physical and sexual abuse Claims arising out of an incident, both the Each "Physical and Sexual Abuse Claim" Limit of Liability and the Aggregate Limit of Liability for all "Physical and Sexual Abuse Claims" are a sublimit of the limits for Section 1. Professional Liability shown in the Declarations.

B. All Claims arising from continuous, related or repeated physical and sexual abuse against any Individual shall constitute one physical and sexual abuse Claim.

C. All Claims arising from continuous, related or repeated physical and sexual abuse involving any person or people acting in concert, for whom the **insured** is legally responsible, shall constitute one "Physical and Sexual Abuse Claim". The Limits of Liability in effect when the first Claim is made against the **insured** shall apply to all such Claims.

III. EXCLUSIONS

The Endorsement shall not apply and coverage under the Policy shall not be provided to any individual who:

A. Engaged in or is alleged to have engaged in physical and sexual abuse;
B. Knowingly failed to prevent any physical and sexual abuse; or
C. Intentionally neglected to notify the proper authorities of any physical and sexual abuse.

All other terms and conditions of this policy remain unchanged.



Authorized Representative

Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2055 **Agenda Date:** 8/13/2025 **Agenda #:** 23.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of a contract between Genesee County and Binson's-Valley Supplemental Staffing, Inc. in an amount not to exceed $730,080.00 to provide In-Home Personal Care and Homemaking Services for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.039

BOARD ACTION REQUESTED:

Approval of a contract between Genesee County and Binson's-Valley Supplemental Staffing, Inc. in an amount not to exceed $730,080.00 to provide In-Home Personal Care and Homemaking Services for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.039.

BACKGROUND:

This is the annual contract that allows the service providers to receive funding for approved budgeted monthly expenses from the Genesee County Senior Millage. RFP #25-442

DISCUSSION:

Binson's-Valley Supplemental Staffing, Inc. is a for-profit service provider that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. # 2231-691.00-883.039

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 Service Provider Contract between Genesee County and Binson's-Valley Supplemental Staffing, Inc., whereby the contractor will provide In-Home Personal Care and Homemaking Services to county residents who are 60 years of age or older for the term commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed $730,080.00 to be paid from account #2231-691.00-883.039, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

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? New for FY 2025-2026

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.

CONTRACT BETWEEN

THE COUNTY OF GENESEE
Acting By and Through
Genesee County Department of Senior Services ("GCDSS")
324 South Saginaw Street. Suite 7A
Flint, MI 48502
Hereinafter referred to as the **"COUNTY"**

and

Binson's - Valley Supplemental Staffing, Inc.
G4443 Miller Rd. Suite 102
Flint, Michigan 48507

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") # 25-442 for a Program of Services titled **"In-Home Personal Care and Homemaking Services"** (hereinafter referred to as "Services") and

Whereas, the CONTRACTOR submitted a Proposal in response to RFP # 25-442 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 In-Home Personal Care and Homemaking 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 # 25-442 and Addenda ("the RFP"), and in CONTRACTOR'S Proposal in response to RFP # 25-442 ("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 on the renewal date. 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 $250.00 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 C. 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 C. 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.

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 withholding of reimbursements for the performance period.

14. The CONTRACTOR agrees to include the exact 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 up to one(1) additional term (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 $ 730,080.00 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 # 25-442 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.

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 CONTRATOR 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 $20.80 per one hour unit of service delivery for this Contract, with a recommended maximum reimbursement total of $ 60,840.00 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 monthly 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 the 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	**Binson's- Valley Supplemental Staffing, Inc**
By: Delrico Loyd, Chairperson Genesee County Board of Commissioners	By: Nick Binson Chief Operating Officer
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, 2025 by and between Genesee County, Acting by and through Genesee County Department of Senior Services, a Michigan municipal corporation ("Covered Entity") and Binson's- Valley Supplemental Staffing, 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: Nick Binson
T: 586-933-7596
E: nickb@binsons.com

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.

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

Binson's- Valley Supplemental Staffing, Inc.

By: _____
Name: Nick Binson
Title: Chief Operating Officer

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: _____

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/A/C/H /NA/U)	VETERAN (Y/N)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										

ATTACHEMENT D
2025-2026 Budget

Valley Supplemental Staffing, Inc. Cost Proposal for In-Home Personal Care & Homemaking Services		
Contract Period	**Unit Cost**	
October 1, 2025 thru September 30, 2026	**$ Per Hour**	$ 20.80
October 1, 2026 thru September 30, 2027	**$ Per Hour**	$ 21.00
October 1, 2027 thru September 30, 2028	**$ Per Hour**	$ 21.25

Cost Proposal Itemized Costs	**Annual Hours**	**Cost Per Delivery Unit**	**Income/ Expense**	**Sub-Total of Expense**	**% of Expense / Revenue**
Total Revenue- Billed Charges; Income for 35,100 Hours, $20.80 Per Hour	35,100		$730,080.00		
Labor Expense for Personal Care Providers; 35,100 Hours, $15.25 Per Hour	35,100	$15.25	$535,275.00		73.32%
Inservice Training for Employees (2 Hours per Employee x 40 Employees x $15.25 Per Hour)	80	$0.03	$1,220.00		0.17%
Manager, Assessments of Staff Regularly (40 Employees x 1.5 Hours Per Employee x 1 Times Per Year x $40 Per Hour)	60	$0.07	$2,400.00		0.33%
RN/LPN Manager, Monthly Client Chart Review (.16 Hours Client x 270 Clients x 12 Months x $40 Per Hour)	518	$0.59	$20,736.00		2.84%
Manager, Annual Performance Evaluation (1 Hour Per Year Per Employee x 40 Employees x $40 Per Hour)	40	$0.05	$1,600.00		0.22%
New Client Intake Assessment Processing (12 New Client Per Month, 1 Hour Per Client x 12 Months x $30 Per Hour)	144	$0.12	$4,320.00		0.59%
Manager/Team Lead, Initial On-Site Assessment (84 New Clients Per Year, .5 Hours Per Assessment x $30 Per Hour)	42	$0.04	$1,260.00		0.17%
Office Staff, Monthly Record Filing (270 Patients x .1 Hours Per Patient Per Month x $20 Per Hour x 12 Months)	324	$0.18	$6,480.00		0.89%
Office Staff, Monthly Billing Services (33 Hours Per Month x $23 Per Hour x 12 Months)	396	$0.26	$9,108.00		1.25%
HR Representative, Onboarding process (30 New Employees Per Year On Average x 3 Hours Per Employee x $23 Per Hou	90	$0.06	$2,070.00		0.28%
HR Representative, Payroll Processing (8 Hours Per Week x $23 Per Hour x 52 Weeks)	416	$0.27	$9,568.00		1.31%
Compliance Training Reimbursement for Employees ($100 Per Year x 40 Employees)	N/A	$0.11	$4,000.00		0.55%
Total Direct Related Wage Expense		$17.04		$598,037.00	81.9%
Additional Employee Expense; Insurance, Employee Benefits and Taxes	N/A	$1.25	$43,804.80		6.0%
New Employee Onboarding (Physicals $80, TB $40, Drug Screening $55, and Background Screening including ICHAT $75 x 30 Employees)	N/A	$0.21	$7,500.00		1.0%
Background Screening Annual	N/A	$0.09	$3,000.00		0.4%
TB Testing Annual	N/A	$0.05	$1,600.00		0.2%
Mileage .70 Per Mile (Mileage in between visits per day)		$0.78	$27,300.00		3.7%
Direct Employee Related Expenses		$19.41		$681,241.80	93.3%
Business Expense; Rent, Utilities, Communication, Commercial Insurance, Computer Expense, Professional Fees		$0.52	$18,252.00		2.5%
Office Supplies		$0.03	$1,000.00		0.1%
Indirect Related Expenses Total		$0.55		$19,252.00	2.6%
Total Expense			$700,493.80		95.9%
Net Income (Current Earnings)		$0.96	$29,586.20		4.1%

Please not that Price per One Delivery Unit increases in year Two and Three will be directly applied to Labor Related Expenses due to historical known increases in Labor Related Costs.

ATTACHMENT E

(MIOSHA Part 554 Bloodborne Infectious Diseases Standards and Regulations)

https://www.michigan.gov/mpsc/-/media/Project/Websites/leo/Documents/MIOSHA5/CIS_WSH_part554.pdf?rev=7c4ff438364e448197580417953c2088&hash=9799444AE5977FD015A81D9ADFC29D50

(Genesee County Travel Regulations)

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

GENESEE COUNTY
SENIOR SERVICES

Insurance Information
Binson's

1101 Beach Street Room 100 Flint MI 48502 (810) 424-4478

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: **RFP:25-433 –Respite Services Provider**

Coverage Required		Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	$500,000 accidental/disease $1,000,000 policy limit, disease Including Premises/Operations
X	3. General Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
X	4. Professional Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including errors and omissions
	5. Medical Malpractice	$200,000 per occurrence $800,000 in aggregate
X	6. Automobile liability	$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
X	7. Umbrella liability/Excess Coverage	$1,000,000 BI & PD and PI
X	8. Genesee County named as an additional insured on other than worker' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
X	9. Other Insurance Required: Cyber Liability, Crime, Abuse and Molestation	
X	10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	11. The Certificate must state proposal number and title 24-395	

Insurance Agent's Statement

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

_____ The above required policies carry the following deductibles:

PL $10k; Crime $30k; Cyber $25k;

_____ Liability policies are **occurrence** GL _____ **claims made** PL _____

Regina Jessup-Goodman — Insurance Agent

R Jessup Goodman — Signature

Prospective Contractor's Statement

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

Valley Supplemental Staffing, Inc — Contractor

Nicholas Ruiz — 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.

BINSHOS-01 DVENEGAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Dustin Venegas
Goodman Venegas Insurance Agency, Inc, 2800 Livernois, Suite 170 Troy, MI 48083	PHONE (A/C, No, Ext): (248) 928-8193 FAX (A/C, No): (248) 740-9191 E-MAIL ADDRESS: dvenegas@goodmanvenegas.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Frankenmuth Insurance Company	13986
INSURER B : Landmark American Ins Company	33138
INSURER C : Hartford Steam Boiler	11452
INSURER D : Twin City Fire Insurance, Co.	29459
INSURER E :	
INSURER F :	

INSURED

Valley Supplemental Staffing, Inc.
G4443 Miller Rd, Ste 102
Flint, MI 48507

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		6752443	9/9/2024	9/9/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 750,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		6752442	9/9/2024	9/9/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X		6752443	9/9/2024	9/9/2025	EACH OCCURRENCE AGGREGATE Gen Agg	$ 4,000,000 $ $ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6752463	9/9/2024	9/9/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
B	Professional - Medical	X		LHM857204	4/12/2024	4/12/2025	Gen. Agg.	4,000,000
C	Cyber Liability			CY-0005513910-01	3/9/2025	3/9/2026	Aggregate	3,000,000
D	Crime			35KB0283128-25	2/1/2025	2/1/2026	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Professional Services Contract for RFP 25-433 Respite Services Provider; Genesee County is an additional insured on all relevant policies, per written contract. Coverage will be primary and non-contributory. Professional policy includes $1,000,000 sub-limit for abuse/molestation.

CERTIFICATE HOLDER

Genesee County
Purchasing Department
1101 Beach St, Room 361
Flint, MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R Jessup Goodman

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GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: RFP:25-442 –In-Home Personal Care & Homemaking Services

Coverage Required		Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	$500,000 accidental/disease $1,000,000 policy limit, disease Including Premises/Operations
X	3. General Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
X	4. Professional Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including errors and omissions
	5. Medical Malpractice	$200,000 per occurrence $800,000 in aggregate
X	6. Automobile liability	$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
X	7. Umbrella liability/Excess Coverage	$1,000,000 BI & PD and PI
X	8. Genesee County named as an additional insured on other than worker' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
X	9. Other Insurance Required: Cyber Liability, Crime, Abuse and Molestation	
X	10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	11. The Certificate must state proposal number and title 24-395	

Insurance Agent's Statement

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

_____ The above required policies carry the following deductibles:

PL $10k; Crime $30k; Cyber $25k;

_____ Liability policies are **occurrence** GL _____ **claims made** PL _____

Regina Jessup-Goodman — R Jessup Goodman

Insurance Agent — Signature

Prospective Contractor's Statement

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

Valley Supplemental Staffing II Inc. — [signature]

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.

BINSHOS-01 DVENEGAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Dustin Venegas	
Goodman Venegas Insurance Agency, Inc, 2800 Livernois, Suite 170 Troy, MI 48083	PHONE (A/C, No, Ext): (248) 928-8193	FAX (A/C, No): (248) 740-9191
	E-MAIL ADDRESS: dvenegas@goodmanvenegas.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Frankenmuth Insurance Company	13986
INSURED	INSURER B : Landmark American Ins Company	33138
Valley Supplemental Staffing, Inc. G4443 Miller Rd, Ste 102 Flint, MI 48507	INSURER C : Hartford Steam Boiler	11452
	INSURER D : Twin City Fire Insurance, Co.	29459
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		6752443	9/9/2024	9/9/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 750,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X		6752442	9/9/2024	9/9/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	X		6752443	9/9/2024	9/9/2025	EACH OCCURRENCE AGGREGATE Gen Agg	$ 4,000,000 $ $ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6752463	9/9/2024	9/9/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
B	Professional - Medical	X		LHM857204	4/12/2024	4/12/2025	Gen. Agg.	4,000,000
C	Cyber Liability			CY-0005513910-01	3/9/2025	3/9/2026	Aggregate	3,000,000
D	Crime			35KB0283128-25	2/1/2025	2/1/2026	Aggregate	3,000,000

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

RE: Professional Services Contract for RFP 25-442 In Home Personal Care & Homemaking Services; Genesee County is an additional insured on all relevant policies, per written contract. Coverage will be primary and non-contributory. Professional policy includes $1,000,000 sub-limit for abuse/molestation.

CERTIFICATE HOLDER

Genesee County
Purchasing Department
1101 Beach St, Room 361
Flint, MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
R Jessup Goodman

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Dustin Venegas	
Goodman Venegas Insurance Agency, Inc. 2800 Livernois, Suite 170 Troy, MI 48083	PHONE (A/C, No, Ext): 248-740-9090	FAX (A/C, No): 248-740-9191
	E-MAIL ADDRESS: dvenegas@goodmanvenegas.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Frankenmuth Insurance Company	13986
INSURED Valley Supplemental Staffing, Inc. Attn. Robbyn Morphew G4443 Miller Rd., Suite 102 Flint, MI 48507	INSURER B : Landmark Insurance Company	33138
	INSURER C : Hartford Steam Boiler	29890
	INSURER D : Twin City Fire Ins Co	29459
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CPP 6752443	9/9/2024	9/9/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 750,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA 6752443	9/9/2024	9/9/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			CPP 6752443	9/9/2024	9/9/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 6752463	9/9/2024	9/9/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
B	Professional Liability			LHM865684	4/12/25	4/12/26	GENERAL AGGREGATE	$ 4,000,000
C	Cyber Liability			01-CY-0005513910	3/9/25	3/9/26	GENERAL AGGREGATE	$ 3,000,000
D	Crime			35KB0283128-25	2/1/25	2/1/26	GENERAL AGGREGATE	$ 3,000,000

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

Genesee County is an additional insured regarding General Liability, per written contract. Coverage shall be primary and non-contributory. They are granted a waiver of subrogation in their favor.

CERTIFICATE HOLDER

Genesee County
1101 Beach St
Flint, MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R Jessup Goodman

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Commercial Policy

Binson's Hospital Supplies Inc
26834 Lawrence
Center Line, MI 48015-1262

POLICY CHANGE

Declaration

Binson's Hospital Supplies Inc
26834 Lawrence
Center Line, MI 48015-1262

Goodman Venegas Insurance Agency, Inc.

248-740-9090

Thank you for insuring your business with us.

This package includes important coverage details about your Frankenmuth Insurance policy.

Please carefully review and safely file this information for future reference.

Frankenmuth Insurance provides:

- Loss control and safety expert consultations
- Fast, fair claims service
- Financial stability - rated A (Excellent) by AM Best
- Peace of mind since 1868

Discover more at www.fmins.com.

Keep your coverage up to date

As your business changes and grows and the value of your property increases, your insurance needs will change as well. Talk to your agent to make sure your assets are covered properly.

Register your account online

Take advantage of our online payment option and email delivery system by registering your account at www.fmins.com/register.

Report or track a claim

We are always available at 800-234-4433 or secure.fmins.com/phs/fileAClaim.aspx.

Billing services

Call 800-288-6121. Please have your account number available to help us serve you.

NAMED INSURED	ACCOUNT NO.	AGENT
Binson's Hospital Su	700001237128	**0211248**

NAMED INSURED
Binson's Hospital Supplies Inc
DBA Binson's Home Healthcare Centers, DBA Binson's Pharmacy I Inc, DBA Binson's Medical Equipment & Supplies, DBA Binson's Pharmacy LLC, DBA Binson's Pharmacy Inc, DBA HBC Pharmacy, DBA Service Center Compression Therapy Products, DBA Access and Adapt Ability Co
26834 Lawrence
Center Line, MI 48015-1262

Policy Change Declaration

ISSUE DATE
06/10/2025 at 03:16 PM

AGENT
Goodman Venegas Insurance Agency, Inc.
2800 Livernois Rd Ste 170
Troy, MI 48083
Phone: (248) 740-9090 Agent: 0211248/0211248

LEGAL ENTITY
Corporation

CHANGE EFFECTIVE DATE
06/03/2025 at 12:01AM

Insurer: Frankenmuth Insurance Company

Reason for Amendment Additional Interest Add/Change/Delete

Summary of Coverages and Premiums

Premiums

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment. In return for the payment of the premium, and subject to all the terms of this policy, we agree to provide the insurance as stated in this policy.

COVERAGE PARTS	PREVIOUS POLICY NO.	POLICY NO.	POLICY TERM	PREMIUM
Commercial Property		6752443	09/09/2024 to 09/09/2025 12:01 AM	$195,617
General Liability		6752443	09/09/2024 to 09/09/2025 12:01 AM	$123,800
Crime		6752443	09/09/2024 to 09/09/2025 12:01 AM	$973
Inland Marine		6752443	09/09/2024 to 09/09/2025 12:01 AM	$15,407
Commercial Umbrella		6752443	09/09/2024 to 09/09/2025 12:01 AM	$49,007
Premium for Terrorism Coverage		6752443	09/09/2024 to 09/09/2025 12:01 AM	Waived
	Total Annual Premium			$384,804

Policy Locations

1
26834 Lawrence
Center Line, MI
Macomb 48015-1262

2
30475 Woodward Ave
Royal Oak, MI
Oakland 48073-0914

3
26819 Lawrence
Center Line, MI
Macomb 48015-1261

4
25709 Van Dyke Ave
Center Line, MI
Macomb 48015-1841

5
26770 Liberal
Center Line, MI
Macomb 48015-1237

6
7277 Bernice
Center Line, MI
Macomb 48015

NAMED INSURED	ACCOUNT NO.	AGENT
Binson's Hospital Su	700001237128	**0211248**

Policy Locations

7
18800-18900 Eureka Rd
Southgate, MI
Wayne 48195-3166

8
43900 Schoenherr Rd
Sterling Heights, MI
Macomb 48313-1120

9
6475 Rochester Rd
Troy, MI
Oakland 48085-1306

10
21571 Kelly Rd
Eastpointe, MI
Macomb 48021-3213

11
26330-26332 Lawrence
Center Line, MI
Macomb 48015-1268

12
2191 S Lorenz Rd
Tawas City, MI
Iosco 48763-9594

13
13450 Farmington Rd
Livonia, MI
Wayne 48150-4207

14
36475 5 Mile Rd RM 21519
Livonia, MI
Wayne 48154

15
4433 Miller Rd
Flint, MI
Genesee 48507-1123

16
1 Hurley Plaza Ste 100
Flint, MI
Genesee 48503

17
G4443 Miller Road
Flint, MI
Genesee 48507

18
26830 Liberal
Center Line, MI
Macomb 48015-1259

19
Reimport Road Trail, Parcel #010-016-100-002-00
Tawas City, MI
Iosco 48763

20
5250 Auto Club Dr Ste 130

Dearborn, MI
Wayne 48126-2619

21
25780 Commerce Dr

Madison Heights, MI
Oakland 48071-4157

22
455 E Grand River Ave Ste 206
Brighton, MI
Livingston 48116-1545

23
203 John Street
Holly, MI
Oakland 48442

24
5863 Jackson Rd
Ann Arbor, MI
Washtenaw 48103-9573

25
44405 Woodward Ave Ste 1
Pontiac, MI
Oakland 48341

26
15012 Edgerton Rd, Ste 400
New Haven, IN
Allen 46774

27
22151 Moross Rd Ste 203
Grosse Pointe, MI
Wayne 48236

28
1301 Catherine St Ste 2301C and 2259
Ann Arbor, MI
Washtenaw 48109-2026

29
610 N Michigan St Ste 104

South Bend, IN
St. Joseph 46601-1078

30
605 N. Hickory Rd, Unit 810

South Bend, IN
St. Joseph 46615

31
3225 Southview Dr Ste 500
Elkhart, IN
Elkhart 46514

32
11800 E 12 Mile Rd
Warren, MI
Macomb 48093-3472

33
24700 Northwestern Hwy
Southfield, MI
Oakland 48075

34
1314 E 7th St Ste 105
Auburn, IN
DeKalb 46706-2533

35
2934 E DuPont Rd
Fort Wayne, IN
Allen 46825-1667

36
5204 Jackson Rd Ste B
Ann Arbor, MI
Washtenaw 48103-1866

NAMED INSURED	ACCOUNT NO.	AGENT
Binson's Hospital Su	700001237128	**0211248**

Additional Named Insureds

LOCATION	FEIN	NAME	DBA	LEGAL ENTITY
All	**-***3810	13450 Farmington LLC		Limited Liability Company
All	**-***4545	18800 Eureka LLC		Limited Liability Company
All	**-***3374	25780 Commerce LLC		Limited Liability Company
All	**-***1724	26330 Lawrence LLC		Limited Liability Company
All	**-***1725	26830 Lawrence, LLC		Limited Liability Company
All	**-***3557	26830 Liberal Partners LLC		Limited Liability Company
All	**-***3629	43900 Schoenherr LLC		Limited Liability Company
All	**-***5952	6475 Rochester Road LLC		Limited Liability Company
All	**-***6113	7277 Bernice II LLC		Limited Liability Company
All	**-***3289	Access & Adapt Ability Co	DBA Service Center Compression Therapy Products	Corporation
All	**-***3288	Air Serve, LLC		Limited Liability Company
All	**-***1519	Binson Family Investments LLC		Limited Liability Company
All	**-***3548	Binson LLC		Limited Liability Company
All	**-***3728	Binson's Home Medical Supply & Equipment Inc.		Corporation
All	**-***7149	Binson's Medical Equipment and Supplies Inc.		Corporation
All	**-***5845	Binson's Medical Equipment, Inc.	DBA Binson's Home Infusion, DBA Binson's Outpatient Pharmacy, DBA Binson's RX, DBA Lobby Pharmacy, DBA Binson's Medical Equipment & Supplies	Corporation
All	**-***6444	Binsons Family Limited Partnership		Corporation
All	**-***9514	Birmingham Equities LLC		Limited Liability Company
All	**-***7690	Bon Secours Cottage Home Medical Inc	DBA Binson's Home Health Care Center	Corporation
All	**-***6526	Care Connection Plus, Inc		Corporation
All	**-***6300	Caremed LLC		Limited Liability Company
All	**-***4622	G-4433 Miller LLC		Limited Liability Company
All	**-***5845	H-Care Pharmacy	DBA Binson's Medical Equipment Inc.	Corporation
All	**-***0657	HYDRO STAT LLC		Limited Liability Company
All	**-***0191	Hurley Binson's Medical Equipment Inc.	DBA H-Care, DBA H-Care Pharmacy, DBA HBC Pharmacy	Corporation
All	**-***5619	Northern Brace Company, Inc.		Corporation
All	**-***4979	Northwood, Inc	DBA Assurascript, DBA Care Connection Plus	Corporation

NAMED INSURED	ACCOUNT NO.	AGENT
Binson's Hospital Su	700001237128	**0211248**

Additional Named Insureds

LOCATION	FEIN	NAME	DBA	LEGAL ENTITY
All	**-***8821	Peoples Home Medical Services Equipment Inc.		Corporation
All	**-***3333	Personal Home Care Medical Equipment Inc.		Corporation
All	**-***7636	Tawas Investments LLC		Limited Liability Partnership
All	**-***0191	Valley Supplemental Staffing, Inc.	DBA Binson's Nursing & Staffing Services, DBA Valley Nursing & Staffing Services	Corporation

Billing Information

PAYMENT PLAN 12-Pay
BILLING METHOD Direct Bill - Your billing account will reflect any change in premium.

Payments and credits may be applied to all policies on the same billing account and may be applied from one policy term to another. Payment received for less than the billed amount may be pro-rated to each policy and may result in cancellation of all policies for nonpayment of premium.

Forms and Endorsements

The following is a list of the forms and endorsements that make up your policy. Refer to these as needed for detailed information concerning your coverage. Some of these forms were provided when you first purchased your insurance. If you have added new coverages or if the form describing a coverage has changed since you purchased or last renewed your policy, a new copy of the form may be found in this package. An asterisk (*) indicates a new or updated version is included in this package.

TITLE	FORM NUMBER	EDITION DATE
Commercial Property Coverage Part		
Common Policy Conditions	IL0017	11-98
Effective Time Changes - Replacement Of 12 Noon	IL0022	05-87
Commercial Property Conditions	CP0090	07-88
Building And Personal Property Coverage Form	CP0010	10-12
Michigan Changes - Premier Property Endorsements	19346	06-21
Michigan Changes	CP0120	05-23
Indiana Changes - Rights Of Recovery	CP0152	07-96
Indiana Changes - Concealment, Misrepresentation Or Fraud	IL0156	11-17
Indiana Changes	IL0158	09-08
Indiana Changes - Cancellation And Nonrenewal	IL0272	11-21
Actual Cash Value And Depreciation Amendatory Endorsement	19332	09-21
Indiana Changes - Amendment of Definition of Pollutants	14078	01-17
Indiana Changes - Pollution	IL0192	02-08
Business Income (And Extra Expense) Coverage Form	CP0030	10-12
Business Income Coverage Actual Loss Sustained (Twelve Month Limitation)	07759	03-09
Legal Liability Coverage Form	CP0040	10-12
Calculation Of Premium	IL0003	09-08
Cap On Losses From Certified Acts Of Terrorism	IL0952	01-15
Disclosure Pursuant To Terrorism Risk Insurance Act	IL0985	12-20
Amendment Of Limited Coverage For Fungus And Bacteria	02536	07-02
Building Limit -- Automatic Increase	97264	04-20
Causes Of Loss - Special Form	CP1030	10-12
Tentative Rate	CP9993	10-90
Diamond Property Premier	19298	10-20

NAMED INSURED	ACCOUNT NO.	AGENT
Binson's Hospital Su	700001237128	**0211248**

TITLE	FORM NUMBER	EDITION DATE
Diamond Property Premier 50	19219	10-20
Equipment Breakdown Coverage (Including Electronic Circuitry Impairment)	06722	04-23
Commercial Property Coverage Part Equipment Breakdown Coverage Schedule	06725	01-07
Loss Payable Provisions	CP1218	10-12
Additional Insured - Building Owner	CP1219	06-07
Limitation On Loss Settlement - Blanket Insurance (Margin Clause)	CP1232	06-07
Exclusion Of Loss Due To Virus Or Bacteria	CP0140	07-06
Cyber Incident Exclusion	CP1075	12-20
Exclusion Of Certain Computer-Related Losses	IL0935	07-02
Commercial General Liability Coverage Part		
Common Policy Conditions	IL0017	11-98
Commercial General Liability Coverage Form	CG0001	04-13
Michigan Changes	CG0168	10-09
Indiana Changes - Workers' Compensation Exclusion	IL0117	12-10
Indiana Changes	IL0158	09-08
Indiana Changes - Cancellation And Nonrenewal	IL0272	11-21
Michigan Changes - Cancellation And Nonrenewal	IL0286	04-17
Indiana Changes - Amendment of Definition of Pollutants	14078	01-17
Indiana Changes - Pollution Exclusion	CG0123	03-97
Calculation Of Premium	IL0003	09-08
Cap On Losses From Certified Acts Of Terrorism	CG2170	01-15
Disclosure Pursuant To Terrorism Risk Insurance Act	IL0985	12-20
Employee Benefit Liability	91038	02-04
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	CG2404	05-09*
Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization	CG2010	04-13*
Additional Insured - Managers Or Lessors Of Premises	CG2011	04-13
Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations	CG2012	04-13
Additional Insured - Mortgagee, Assignee Or Receiver	CG2018	04-13*
Additional Insured - Designated Person Or Organization	CG2026	04-13
Condition - Two Or More Coverage Forms Or Policies Issued By Us	19395	05-23
Primary And Noncontributory - Other Insurance Condition	CG2001	04-13*
Limited Fungi Or Bacteria Coverage	CG2425	12-04
Absolute Asbestos Exclusion	93068	01-17
Lead Contamination Exclusion	96210	01-17
Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception	CG2106	05-14
Communicable Disease Exclusion	CG2132	05-09
Exclusion - Designated Products	CG2133	11-85
Employment - Related Practices Exclusion	CG2147	12-07
Silica Or Silica - Related Dust Exclusion	CG2196	03-05
Exclusion - Services Furnished By Health Care Providers	CG2244	04-13

NAMED INSURED	ACCOUNT NO.	AGENT
Binson's Hospital Su	700001237128	**0211248**

TITLE	FORM NUMBER	EDITION DATE
Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)	CG4032	05-23
Nuclear Energy Liability Exclusion Endorsement	IL0021	09-08
Michigan Changes - Employee Benefit Liability	19343	06-21
Commercial Crime Coverage Part		
Common Policy Conditions	IL0017	11-98
Commercial Crime Coverage Form (Loss Sustained Form)	CR0021	11-15
Michigan Changes - Duties	CR0110	08-07
Indiana Changes - Rights Of Recovery	CR0154	08-07
Indiana Changes - Cancellation And Nonrenewal	IL0272	11-21
Michigan Changes - Cancellation And Nonrenewal	IL0286	04-17
Calculation Of Premium	IL0003	09-08
Exclusion Of Certain Computer-Related Losses	IL0935	07-02
Commercial Inland Marine Coverage Part		
Indiana Changes - Amendment of Definition of Pollutants	14078	01-17
Amendatory Endorsement Indiana	CL0188	03-99
Amendatory Endorsement Michigan	CL0200	03-99
Amendatory Endorsement Indiana	IM2029	07-13
Amendatory Endorsement Michigan	IM2045	09-10
Amendatory Endorsement Michigan	IM2111	09-10
Amendatory Endorsement Michigan	IM3003	03-99
Certified Terrorism Loss	CL0600	01-15
Protective Devices Endorsement	IM7853	07-08
Protective Devices Schedule	IM7904	01-12
Loss Payable Options	IM7854	04-04
Loss Payable Schedule	IM7902	01-12
Virus Or Bacteria Exclusion	CL0700	10-06
Contractors' Equipment Coverage Scheduled Equipment Form	IM7001	04-04
Contractors' Equipment Scheduled Equipment Form Schedule Of Coverages	IM7006	01-12
Equipment Leased Or Rented From Others Schedule	IM7036	07-11
Equipment Leased Or Rented From Others Endorsement	IM7012	07-11
Electronic Data Processing Equipment Coverage Part Scheduled Limits	IM7200	10-02
Electronic Data Processing Schedule Of Coverages Scheduled Limits	IM7205	01-12
Exhibition Floater	IM7503	04-04
Exhibition Floater Blanket Exhibition Coverage Schedule Of Coverages	IM7513	01-12
Earth Movement Exclusion	16105	01-17
Flood Exclusion	16106	01-17
Transportation Coverage	IM7250	04-04
Transporation Coverage Schedule Of Coverages	IM7255	01-12
Earth Movement Exclusion	16105	01-17
Flood Exclusion	16106	01-17
Commercial Umbrella Coverage Part		
Common Policy Conditions	IL0017	11-98
Commercial Liability Umbrella Coverage Form	CU0001	04-13
Indiana Changes - Amendment of Definition of Pollutants	14078	01-17

NAMED INSURED	ACCOUNT NO.	AGENT
Binson's Hospital Su	700001237128	**0211248**

TITLE	FORM NUMBER	EDITION DATE
Indiana Changes	10929	06-10
Michigan Changes	CU0116	09-00
Indiana Changes	CU0139	03-08
Michigan Changes - Cancellation And Nonrenewal	CU0221	04-17
Indiana Changes - Cancellation And Nonrenewal	IL0272	11-21
Cap On Losses From Certified Acts Of Terrorism	CU2130	01-15
Disclosure Pursuant To Terrorism Risk Insurance Act	IL0985	12-20
Employee Benefits Coverage	92047	09-05
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	CU2403	09-00*
Exclusion of Broadened Primary Coverages	19248	01-21
Absolute Asbestos Exclusion	94093	09-05
Lead Contamination Exclusion	96210	01-17
Amendment Of Liquor Liability Exclusion	CU2113	04-13
Nuclear Energy Liability Exclusion Endorsement	CU2123	02-02
Fungi Or Bacteria Exclusion	CU2127	12-04
Exclusion - Designated Products	CU2143	12-04
Silica Or Silica-Related Dust Exclusion	CU2150	03-05
Communicable Disease Exclusion	CU2158	05-09
Exclusion- Access Or Disclosure Of Confidential Or Personal Information And Data- Related Liability- With Limited Bodily Injury Exception	CU2186	05-14
Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)	CU3454	05-23

NAMED INSURED	POLICY	POLICY TERM	AGENT
Binson's Hospital Su	6752443	09/09/2024 to 09/09/2025	**0211248**

Commercial Policy Information

Your policy has changed effective 06/03/2025 as follows:

Additional Interest Add/Change/Delete

COVERAGES/CONDITIONS/EXCLUSIONS	PREVIOUS	CURRENT
Additional Interest		
Additional Interest		
Genesee County		Added 1101 Beach St Flint US MI 48502
General Liability		
Commercial General Liability		
Owners, Lessees Or Contractors - Scheduled Person Or Organization (CG 20 10 ed 04 13)		Added Genesee County 1101 Beach St, Flint, MI 48502
Description/Interest/Location as Required on Coverage Form		Various Locations per Written Contract
Waiver Of Transfer Of Rights Of Recovery Against Others To Us : Name of Person or Organization : Genesee County		Added
Primary & Noncontributory - Other Insurance Condition		Added
Commercial Umbrella		
Commercial Umbrella		
Waiver Of Transfer Of Rights Of Recovery Against Others To Us (General Liability/BOP) : Name of Person or Organization : Genesee County		Added
General Liability Additional Premium		***$27***
Total Commercial Policy Additional Premium		***$27***

FORMS AND ENDORSEMENTS	FORM ID / EDITION
Commercial General Liability Coverage Part	
Primary And Noncontributory - Other Insurance Condition	CG2001 / 04-13*
Additional Insured - Mortgagee, Assignee Or Receiver	CG2018 / 04-13*
Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization	CG2010 / 04-13*
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	CG2404 / 05-09*
Commercial Umbrella Coverage Part	
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	CU2403 / 09-00*

An asterisk (*) indicates a new or updated version is included in this package.

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Genesee County
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**
We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
NH Jackson Properties, LLC. c/o Wilson White Company
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**
We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Genesee County	Various Locations per Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II -- Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	26330-26332 LAWRENCE CENTER LINE, MI 48015-1268
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	26819 LAWRENCE CENTER LINE, MI 48015-1261
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	43900 SCHOENHERR RD STERLING HEIGHTS, MI 48313-1120
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	7277 BERNICE CENTER LINE, MI 48015-1227
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	26830 LIBERAL CENTER LINE, MI 48015-1259
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	25709 VAN DYKE AVE CENTER LINE, MI 48015-1841
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	26770 LIBERAL CENTER LINE, MI 48015-1237
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.
However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	30475 WOODWARD AVE ROYAL OAK, MI 48073-0914
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	26834 LAWRENCE CENTER LINE, MI 48015-1262
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	25780-25790 COMMERCE DR MADISON HEIGHTS, MI 48071-4157
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	13450 FARMINGTON RD LIVONIA, MI 48150-4207
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

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B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

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ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	G4443 MILLER RD FLINT, MI 48507-1123
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

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ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	18800 EUREKA RD SOUTHGATE, MI 48195-3166
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

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ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	30489 WOODWARD AVE ROYAL OAK, MI 48073-0914
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

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B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

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whichever is less.

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COMMERCIAL GENERAL LIABILITY
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ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	4433 MILLER RD FLINT, MI 48507-1123
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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COMMERCIAL LIABILITY UMBRELLA
CU 24 03 09 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
NH Jackson Properties, LLC. c/o Wilson White Company

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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COMMERCIAL LIABILITY UMBRELLA
CU 24 03 09 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Genesee County

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2057 **Agenda Date:** 8/13/2025 **Agenda #:** 24.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of a contract between Genesee County and Binson's-Valley Supplemental Staffing, Inc., in an amount not to exceed $200,000.00, to provide In-Home Respite Care for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.028

BOARD ACTION REQUESTED:

Approval of a contract between Genesee County and Binson's-Valley Supplemental Staffing, Inc. in an amount not to exceed $200,000.00 to provide In-Home Respite Care for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.028.

BACKGROUND:

This is the annual contract that allows the service providers to receive funding for approved budgeted monthly expenses from the Genesee County Senior Millage. RFP #25-433

DISCUSSION:

Binson's-Valley Supplemental Staffing, Inc. is a for-profit service provider that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. # 2231-691.00-883.028.

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of

seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 Service Provider Contract between Genesee County and Binson's-Valley Supplemental Staffing, Inc., whereby the contractor will provide In-Home Respite Services to county residents who are 60 years of age or older for the term commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed $200,000.00 to be paid from account #2231-691.00-883.028, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

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? New for FY 2025-2026

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.

CONTRACT BETWEEN

THE COUNTY OF GENESEE
Acting By and Through
Genesee County Department of Senior Services ("GCDSS")
324 South Saginaw Street, Suite 7A
Flint, MI 48502

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

and

Binson's - Valley Supplemental Staffing, Inc.
G4443 Miller Rd. Suite 102
Flint, Michigan 48507

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") # 25-433 for a Program of Services titled **"Respite Services"** (hereinafter referred to as "Services") and

Whereas, the CONTRACTOR submitted a Proposal in response to RFP # 25-433 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 Respite Services funded by Senior Citizen Services 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 # 25-433 and Addenda ("the RFP"), and in CONTRACTOR'S Proposal in response to RFP # 25-433 ("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 the 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 cancellations 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 $250.00 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 signing 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 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 up to one (1) additional one year term (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 $ 200,000.00 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 # 25-433 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.

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 CONTRATOR 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 $27.75 per one-hour unit of service delivery for this Contract, with a recommended maximum reimbursement total of $ 16,666.67 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	**BINSON'S- VALLEY SUPPLEMENTAL STAFFING, INC.**
By: Delrico Loyd, Chairperson Genesee County Board of Commissioners	By: Nick Binson Chief Executive Officer
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, 2025 by and between Genesee County, Acting by and through Genesee County Department of Senior Services, a Michigan municipal corporation ("Covered Entity") and Binson's- Valley Supplemental Staffing, 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: Nick Binson
T: 586-933-7596
E: nickb@binsons.com

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

Binson's - Valley Supplemental Staffing, Inc.

By: _____
Name: Nick Binson
Title: Chief Executive Officer

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: _____

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/A/C/H /NA/U)	VETERAN (Y/N)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										

ATTACHMENT D
(BUDGET 2025-2026)

Valley Supplemental Staffing, Inc. Respite Services Cost Proposal

Contract Period	Unit Cost
October 1, 2025 thru September 30, 2026	$ 27.75 Per Hour
October 1, 2026 thru September 30, 2027	$ 28.10 Per Hour
October 1, 2027 thru September 30, 2028	$ 28.50 Per Hour

Cost Proposal Itemized Costs	Annual Hours	Cost Per Delivery Unit	Income/ Expense	Sub-Total of Expense	% of Expense/ Revenue
Total Revenue- Billed Charges; Income for 7207 Hours, $27.75 Per Hour	**7207**		**$199,994.00**		
Labor Expense for Respite Care Providers; 7207 Hours, $17.25 Per Hour	7207	$17.25	$124,320.75		62.2%
Inservice Training for Employees (4 Hours per Employee x 8 Employees x $17.25 Per Hour)	32	$0.08	$552.00		0.3%
RN Manger, Assessments of Staff Regularly (8 Employees x 1.5 Hours Per Employee x 2 Times Per Year x $40 Per Hour)	24	$0.13	$960.00		0.5%
RN Manager, Weekly Client Documentation Review (.25 Hours per Client x 25 Clients x 52 Weeks x $40 Per Hour)	325	$1.80	$13,000.00		6.5%
RN Manager, Monthly Client Chart Review (.5 Hours Client x 25 Clients x 12 Months x $40 Per Hour)	150	$0.83	$6,000.00		3.0%
RN Manager, Annual Performance Evaluation (1 Hour Per Year Per Employee x 13 Employees x $40 Per Hour)	13	$0.11	$780.00		0.4%
RN Manager Intake Assessment Processing (1 New Client Per Month, 1 Hour Per Client x 12 Months x $40 Per Hour)	12	$0.07	$480.00		0.2%
RN Manager, Initial On-Site Assessment (12 New Clients Per Year, 2.5 Hours Per Assessment x $40 Per Hour)	30	$0.17	$1,200.00		0.6%
Office Staff, Monthly Record Filing (25 Patients x .5 Hours Per Patient Per Month x $20 Per Hour x 12 Months)	150	$0.42	$3,000.00		1.5%
Office Staff, Monthly Billing Services (4 Hours Per Month x $23 Per Hour x 12 Months)	48	$0.15	$1,104.00		0.6%
HR Representative, Onboarding process (5 New Employees Per Year On Average x 3 Hours Per Employee x $23 Per Hour)	15	$0.00	$345.00		0.2%
HR Representative, Payroll Processing (1.5 Hour Per Week x $23 Per Hour x 52 Weeks)	78	$0.25	$1,794.00		0.9%
Compliance Training Reimbursement for Employees ($100 Per Year x 13 Employees)	N/A	$0.18	$1,300.00		0.7%
Total Direct Related Wage Expense		$21.48		$154,835.75	77.4%
Additional Employee Expense; Insurance and Taxes	N/A	$1.86	$13,399.00		6.7%
New Employee Onboarding (Physicals $80, TB $40, Drug Screening $55, and Backgroud Screening including ICHAT $75 x 5 Employees)	N/A	$0.18	$1,250.00		0.6%
Background Screening Annual	N/A	$0.00	$130.00		0.1%
TB Testing Annual	N/A	$0.07	$520.00		0.3%
Mileage .70 Per Mile (Milleage inbetween visits per day)		$0.03	$250.00		0.1%
Direct Employee Related Expenses		$23.64		$170,384.75	85.2%
Business Expense; Rent, Utilities, Communication, Commercial Insurance, Computer Expense, Professional Fees			$8,299.74		4.1%
Office Supplies			$500.00		0.3%
Indirect Related Expenses Total		$1.22		$8,799.74	4.4%
Total Expense			**$179,184.49**		89.6%
Net Income (Current Earnings)			**$20,809.51**		10.4%

Please not that Price per One Delivery Unit increases in year Two and Three will be directly applied to Labor Related Expenses due to historical known increases in Labor Related Costs.

ATTACHMENT E

(MIOSHA Part 554 Bloodborne Infectious Diseases Standards and Regulations)

https://www.michigan.gov/mpsc/-/media/Project/Websites/leo/Documents/MIOSHA5/CIS_WSH_part554.pdf?rev=7c4ff438364e448197580417953c2088&hash=9799444AE5977FD015A81D9ADFC29D50

(Genesee County Travel Regulations)

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

GENESEE COUNTY
SENIOR SERVICES

Insurance Information
Binson's

1101 Beach Street Room 100 Flint MI 48502 (810) 424-4478

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: **RFP:25-433 –Respite Services Provider**

Coverage Required		Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	$500,000 accidental/disease $1,000,000 policy limit, disease Including Premises/Operations
X	3. General Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
X	4. Professional Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including errors and omissions
	5. Medical Malpractice	$200,000 per occurrence $800,000 in aggregate
X	6. Automobile liability	$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
X	7. Umbrella liability/Excess Coverage	$1,000,000 BI & PD and PI
X	8. Genesee County named as an additional insured on other than worker' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
X	9. Other Insurance Required: Cyber Liability, Crime, Abuse and Molestation	
X	10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	11. The Certificate must state proposal number and title 24-395	

Insurance Agent's Statement

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

_____ The above required policies carry the following deductibles:

PL $10k; Crime $30k; Cyber $25k;

_____ Liability policies are **occurrence** GL _____ **claims made** PL _____

Regina Jessup-Goodman — Insurance Agent

R Jessup Goodman — Signature

Prospective Contractor's Statement

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

Valley Supplemental Staffing, Inc — Contractor

Nicholas Ruiz — 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.

BINSHOS-01 DVENEGAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Dustin Venegas
Goodman Venegas Insurance Agency, Inc, 2800 Livernois, Suite 170 Troy, MI 48083	PHONE (A/C, No, Ext): (248) 928-8193 FAX (A/C, No): (248) 740-9191 E-MAIL ADDRESS: dvenegas@goodmanvenegas.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Frankenmuth Insurance Company	13986
INSURER B : Landmark American Ins Company	33138
INSURER C : Hartford Steam Boiler	11452
INSURER D : Twin City Fire Insurance, Co.	29459
INSURER E :	
INSURER F :	

INSURED

Valley Supplemental Staffing, Inc.
G4443 Miller Rd, Ste 102
Flint, MI 48507

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		6752443	9/9/2024	9/9/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 750,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		6752442	9/9/2024	9/9/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X		6752443	9/9/2024	9/9/2025	EACH OCCURRENCE AGGREGATE Gen Agg	$ 4,000,000 $ $ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6752463	9/9/2024	9/9/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
B	Professional - Medical	X		LHM857204	4/12/2024	4/12/2025	Gen. Agg.	4,000,000
C	Cyber Liability			CY-0005513910-01	3/9/2025	3/9/2026	Aggregate	3,000,000
D	Crime			35KB0283128-25	2/1/2025	2/1/2026	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Professional Services Contract for RFP 25-433 Respite Services Provider; Genesee County is an additional insured on all relevant policies, per written contract. Coverage will be primary and non-contributory. Professional policy includes $1,000,000 sub-limit for abuse/molestation.

CERTIFICATE HOLDER

Genesee County
Purchasing Department
1101 Beach St, Room 361
Flint, MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R Jessup Goodman

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GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: RFP:25-442 –In-Home Personal Care & Homemaking Services

Coverage Required		Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	$500,000 accidental/disease $1,000,000 policy limit, disease Including Premises/Operations
X	3. General Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
X	4. Professional Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including errors and omissions
	5. Medical Malpractice	$200,000 per occurrence $800,000 in aggregate
X	6. Automobile liability	$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
X	7. Umbrella liability/Excess Coverage	$1,000,000 BI & PD and PI
X	8. Genesee County named as an additional insured on other than worker' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
X	9. Other Insurance Required: Cyber Liability, Crime, Abuse and Molestation	
X	10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	11. The Certificate must state proposal number and title 24-395	

Insurance Agent's Statement

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

_____ The above required policies carry the following deductibles:

PL $10k; Crime $30k; Cyber $25k;

_____ Liability policies are **occurrence** GL _____ **claims made** PL _____

Regina Jessup-Goodman — R Jessup Goodman

Insurance Agent — Signature

Prospective Contractor's Statement

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

Valley Supplemental Staffing II Inc. — Signature

Contractor

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.

BINSHOS-01 DVENEGAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Dustin Venegas	
Goodman Venegas Insurance Agency, Inc, 2800 Livernois, Suite 170 Troy, MI 48083	PHONE (A/C, No, Ext): (248) 928-8193	FAX (A/C, No): (248) 740-9191
	E-MAIL ADDRESS: dvenegas@goodmanvenegas.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Frankenmuth Insurance Company	13986
INSURED	INSURER B : Landmark American Ins Company	33138
Valley Supplemental Staffing, Inc. G4443 Miller Rd, Ste 102 Flint, MI 48507	INSURER C : Hartford Steam Boiler	11452
	INSURER D : Twin City Fire Insurance, Co.	29459
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		6752443	9/9/2024	9/9/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 750,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X		6752442	9/9/2024	9/9/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	X		6752443	9/9/2024	9/9/2025	EACH OCCURRENCE AGGREGATE Gen Agg	$ 4,000,000 $ $ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6752463	9/9/2024	9/9/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
B	Professional - Medical	X		LHM857204	4/12/2024	4/12/2025	Gen. Agg.	4,000,000
C	Cyber Liability			CY-0005513910-01	3/9/2025	3/9/2026	Aggregate	3,000,000
D	Crime			35KB0283128-25	2/1/2025	2/1/2026	Aggregate	3,000,000

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

RE: Professional Services Contract for RFP 25-442 In Home Personal Care & Homemaking Services; Genesee County is an additional insured on all relevant policies, per written contract. Coverage will be primary and non-contributory. Professional policy includes $1,000,000 sub-limit for abuse/molestation.

CERTIFICATE HOLDER

Genesee County
Purchasing Department
1101 Beach St, Room 361
Flint, MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R Jessup Goodman

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/5/2025

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PRODUCER	CONTACT NAME: Dustin Venegas	
Goodman Venegas Insurance Agency, Inc. 2800 Livernois, Suite 170 Troy, MI 48083	PHONE (A/C, No, Ext): 248-740-9090	FAX (A/C, No): 248-740-9191
	E-MAIL ADDRESS: dvenegas@goodmanvenegas.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Frankenmuth Insurance Company	13986
INSURED	INSURER B : Landmark Insurance Company	33138
Valley Supplemental Staffing, Inc. Attn. Robbyn Morphew G4443 Miller Rd., Suite 102 Flint, MI 48507	INSURER C : Hartford Steam Boiler	29890
	INSURER D : Twin City Fire Ins Co	29459
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CPP 6752443	9/9/2024	9/9/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 750,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA 6752443	9/9/2024	9/9/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			CPP 6752443	9/9/2024	9/9/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 6752463	9/9/2024	9/9/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
B	Professional Liability			LHM865684	4/12/25	4/12/26	GENERAL AGGREGATE	$ 4,000,000
C	Cyber Liability			01-CY-0005513910	3/9/25	3/9/26	GENERAL AGGREGATE	$ 3,000,000
D	Crime			35KB0283128-25	2/1/25	2/1/26	GENERAL AGGREGATE	$ 3,000,000

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

Genesee County is an additional insured regarding General Liability, per written contract. Coverage shall be primary and non-contributory. They are granted a waiver of subrogation in their favor.

CERTIFICATE HOLDER

Genesee County
1101 Beach St
Flint, MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R Jessup Goodman

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Commercial Policy

Binson's Hospital Supplies Inc
26834 Lawrence
Center Line, MI 48015-1262

POLICY CHANGE

Declaration

Binson's Hospital Supplies Inc
26834 Lawrence
Center Line, MI 48015-1262

Goodman Venegas Insurance Agency, Inc.

248-740-9090

Thank you for insuring your business with us.

This package includes important coverage details about your Frankenmuth Insurance policy.

Please carefully review and safely file this information for future reference.

Frankenmuth Insurance provides:

- Loss control and safety expert consultations
- Fast, fair claims service
- Financial stability - rated A (Excellent) by AM Best
- Peace of mind since 1868

Discover more at www.fmins.com.

Keep your coverage up to date

As your business changes and grows and the value of your property increases, your insurance needs will change as well. Talk to your agent to make sure your assets are covered properly.

Register your account online

Take advantage of our online payment option and email delivery system by registering your account at www.fmins.com/register.

Report or track a claim

We are always available at 800-234-4433 or secure.fmins.com/phs/fileAClaim.aspx.

Billing services

Call 800-288-6121. Please have your account number available to help us serve you.

NAMED INSURED	ACCOUNT NO.	AGENT
Binson's Hospital Su	700001237128	**0211248**

NAMED INSURED
Binson's Hospital Supplies Inc
DBA Binson's Home Healthcare Centers, DBA Binson's Pharmacy I Inc, DBA Binson's Medical Equipment & Supplies, DBA Binson's Pharmacy LLC, DBA Binson's Pharmacy Inc, DBA HBC Pharmacy, DBA Service Center Compression Therapy Products, DBA Access and Adapt Ability Co
26834 Lawrence
Center Line, MI 48015-1262

Policy Change Declaration

ISSUE DATE
06/10/2025 at 03:16 PM

AGENT
Goodman Venegas Insurance Agency, Inc.
2800 Livernois Rd Ste 170
Troy, MI 48083
Phone: (248) 740-9090 Agent: 0211248/0211248

LEGAL ENTITY
Corporation

CHANGE EFFECTIVE DATE
06/03/2025 at 12:01AM

Insurer: Frankenmuth Insurance Company

Reason for Amendment Additional Interest Add/Change/Delete

Summary of Coverages and Premiums

Premiums

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment. In return for the payment of the premium, and subject to all the terms of this policy, we agree to provide the insurance as stated in this policy.

COVERAGE PARTS	PREVIOUS POLICY NO.	POLICY NO.	POLICY TERM	PREMIUM
Commercial Property		6752443	09/09/2024 to 09/09/2025 12:01 AM	$195,617
General Liability		6752443	09/09/2024 to 09/09/2025 12:01 AM	$123,800
Crime		6752443	09/09/2024 to 09/09/2025 12:01 AM	$973
Inland Marine		6752443	09/09/2024 to 09/09/2025 12:01 AM	$15,407
Commercial Umbrella		6752443	09/09/2024 to 09/09/2025 12:01 AM	$49,007
Premium for Terrorism Coverage		6752443	09/09/2024 to 09/09/2025 12:01 AM	Waived
	Total Annual Premium			$384,804

Policy Locations

1
26834 Lawrence
Center Line, MI
Macomb 48015-1262

2
30475 Woodward Ave
Royal Oak, MI
Oakland 48073-0914

3
26819 Lawrence
Center Line, MI
Macomb 48015-1261

4
25709 Van Dyke Ave
Center Line, MI
Macomb 48015-1841

5
26770 Liberal
Center Line, MI
Macomb 48015-1237

6
7277 Bernice
Center Line, MI
Macomb 48015

NAMED INSURED	ACCOUNT NO.	AGENT
Binson's Hospital Su	700001237128	**0211248**

Policy Locations

7
18800-18900 Eureka Rd
Southgate, MI
Wayne 48195-3166

8
43900 Schoenherr Rd
Sterling Heights, MI
Macomb 48313-1120

9
6475 Rochester Rd
Troy, MI
Oakland 48085-1306

10
21571 Kelly Rd
Eastpointe, MI
Macomb 48021-3213

11
26330-26332 Lawrence
Center Line, MI
Macomb 48015-1268

12
2191 S Lorenz Rd
Tawas City, MI
Iosco 48763-9594

13
13450 Farmington Rd
Livonia, MI
Wayne 48150-4207

14
36475 5 Mile Rd RM 21519
Livonia, MI
Wayne 48154

15
4433 Miller Rd
Flint, MI
Genesee 48507-1123

16
1 Hurley Plaza Ste 100
Flint, MI
Genesee 48503

17
G4443 Miller Road
Flint, MI
Genesee 48507

18
26830 Liberal
Center Line, MI
Macomb 48015-1259

19
Reimport Road Trail, Parcel #010-016-100-002-00
Tawas City, MI
Iosco 48763

20
5250 Auto Club Dr Ste 130

Dearborn, MI
Wayne 48126-2619

21
25780 Commerce Dr

Madison Heights, MI
Oakland 48071-4157

22
455 E Grand River Ave Ste 206
Brighton, MI
Livingston 48116-1545

23
203 John Street
Holly, MI
Oakland 48442

24
5863 Jackson Rd
Ann Arbor, MI
Washtenaw 48103-9573

25
44405 Woodward Ave Ste 1
Pontiac, MI
Oakland 48341

26
15012 Edgerton Rd, Ste 400
New Haven, IN
Allen 46774

27
22151 Moross Rd Ste 203
Grosse Pointe, MI
Wayne 48236

28
1301 Catherine St Ste 2301C and 2259
Ann Arbor, MI
Washtenaw 48109-2026

29
610 N Michigan St Ste 104

South Bend, IN
St. Joseph 46601-1078

30
605 N. Hickory Rd, Unit 810

South Bend, IN
St. Joseph 46615

31
3225 Southview Dr Ste 500
Elkhart, IN
Elkhart 46514

32
11800 E 12 Mile Rd
Warren, MI
Macomb 48093-3472

33
24700 Northwestern Hwy
Southfield, MI
Oakland 48075

34
1314 E 7th St Ste 105
Auburn, IN
DeKalb 46706-2533

35
2934 E DuPont Rd
Fort Wayne, IN
Allen 46825-1667

36
5204 Jackson Rd Ste B
Ann Arbor, MI
Washtenaw 48103-1866

NAMED INSURED	ACCOUNT NO.	AGENT
Binson's Hospital Su	700001237128	**0211248**

Additional Named Insureds

LOCATION	FEIN	NAME	DBA	LEGAL ENTITY
All	**-***3810	13450 Farmington LLC		Limited Liability Company
All	**-***4545	18800 Eureka LLC		Limited Liability Company
All	**-***3374	25780 Commerce LLC		Limited Liability Company
All	**-***1724	26330 Lawrence LLC		Limited Liability Company
All	**-***1725	26830 Lawrence, LLC		Limited Liability Company
All	**-***3557	26830 Liberal Partners LLC		Limited Liability Company
All	**-***3629	43900 Schoenherr LLC		Limited Liability Company
All	**-***5952	6475 Rochester Road LLC		Limited Liability Company
All	**-***6113	7277 Bernice II LLC		Limited Liability Company
All	**-***3289	Access & Adapt Ability Co	DBA Service Center Compression Therapy Products	Corporation
All	**-***3288	Air Serve, LLC		Limited Liability Company
All	**-***1519	Binson Family Investments LLC		Limited Liability Company
All	**-***3548	Binson LLC		Limited Liability Company
All	**-***3728	Binson's Home Medical Supply & Equipment Inc.		Corporation
All	**-***7149	Binson's Medical Equipment and Supplies Inc.		Corporation
All	**-***5845	Binson's Medical Equipment, Inc.	DBA Binson's Home Infusion, DBA Binson's Outpatient Pharmacy, DBA Binson's RX, DBA Lobby Pharmacy, DBA Binson's Medical Equipment & Supplies	Corporation
All	**-***6444	Binsons Family Limited Partnership		Corporation
All	**-***9514	Birmingham Equities LLC		Limited Liability Company
All	**-***7690	Bon Secours Cottage Home Medical Inc	DBA Binson's Home Health Care Center	Corporation
All	**-***6526	Care Connection Plus, Inc		Corporation
All	**-***6300	Caremed LLC		Limited Liability Company
All	**-***4622	G-4433 Miller LLC		Limited Liability Company
All	**-***5845	H-Care Pharmacy	DBA Binson's Medical Equipment Inc.	Corporation
All	**-***0657	HYDRO STAT LLC		Limited Liability Company
All	**-***0191	Hurley Binson's Medical Equipment Inc.	DBA H-Care, DBA H-Care Pharmacy, DBA HBC Pharmacy	Corporation
All	**-***5619	Northern Brace Company, Inc.		Corporation
All	**-***4979	Northwood, Inc	DBA Assurascript, DBA Care Connection Plus	Corporation

NAMED INSURED	ACCOUNT NO.	AGENT
Binson's Hospital Su	700001237128	**0211248**

Additional Named Insureds

LOCATION	FEIN	NAME	DBA	LEGAL ENTITY
All	**-***8821	Peoples Home Medical Services Equipment Inc.		Corporation
All	**-***3333	Personal Home Care Medical Equipment Inc.		Corporation
All	**-***7636	Tawas Investments LLC		Limited Liability Partnership
All	**-***0191	Valley Supplemental Staffing, Inc.	DBA Binson's Nursing & Staffing Services, DBA Valley Nursing & Staffing Services	Corporation

Billing Information

PAYMENT PLAN 12-Pay
BILLING METHOD Direct Bill - Your billing account will reflect any change in premium.

Payments and credits may be applied to all policies on the same billing account and may be applied from one policy term to another. Payment received for less than the billed amount may be pro-rated to each policy and may result in cancellation of all policies for nonpayment of premium.

Forms and Endorsements

The following is a list of the forms and endorsements that make up your policy. Refer to these as needed for detailed information concerning your coverage. Some of these forms were provided when you first purchased your insurance. If you have added new coverages or if the form describing a coverage has changed since you purchased or last renewed your policy, a new copy of the form may be found in this package. An asterisk (*) indicates a new or updated version is included in this package.

TITLE	FORM NUMBER	EDITION DATE
Commercial Property Coverage Part		
Common Policy Conditions	IL0017	11-98
Effective Time Changes - Replacement Of 12 Noon	IL0022	05-87
Commercial Property Conditions	CP0090	07-88
Building And Personal Property Coverage Form	CP0010	10-12
Michigan Changes - Premier Property Endorsements	19346	06-21
Michigan Changes	CP0120	05-23
Indiana Changes - Rights Of Recovery	CP0152	07-96
Indiana Changes - Concealment, Misrepresentation Or Fraud	IL0156	11-17
Indiana Changes	IL0158	09-08
Indiana Changes - Cancellation And Nonrenewal	IL0272	11-21
Actual Cash Value And Depreciation Amendatory Endorsement	19332	09-21
Indiana Changes - Amendment of Definition of Pollutants	14078	01-17
Indiana Changes - Pollution	IL0192	02-08
Business Income (And Extra Expense) Coverage Form	CP0030	10-12
Business Income Coverage Actual Loss Sustained (Twelve Month Limitation)	07759	03-09
Legal Liability Coverage Form	CP0040	10-12
Calculation Of Premium	IL0003	09-08
Cap On Losses From Certified Acts Of Terrorism	IL0952	01-15
Disclosure Pursuant To Terrorism Risk Insurance Act	IL0985	12-20
Amendment Of Limited Coverage For Fungus And Bacteria	02536	07-02
Building Limit -- Automatic Increase	97264	04-20
Causes Of Loss - Special Form	CP1030	10-12
Tentative Rate	CP9993	10-90
Diamond Property Premier	19298	10-20

NAMED INSURED	ACCOUNT NO.	AGENT
Binson's Hospital Su	700001237128	**0211248**

TITLE	FORM NUMBER	EDITION DATE
Diamond Property Premier 50	19219	10-20
Equipment Breakdown Coverage (Including Electronic Circuitry Impairment)	06722	04-23
Commercial Property Coverage Part Equipment Breakdown Coverage Schedule	06725	01-07
Loss Payable Provisions	CP1218	10-12
Additional Insured - Building Owner	CP1219	06-07
Limitation On Loss Settlement - Blanket Insurance (Margin Clause)	CP1232	06-07
Exclusion Of Loss Due To Virus Or Bacteria	CP0140	07-06
Cyber Incident Exclusion	CP1075	12-20
Exclusion Of Certain Computer-Related Losses	IL0935	07-02
Commercial General Liability Coverage Part		
Common Policy Conditions	IL0017	11-98
Commercial General Liability Coverage Form	CG0001	04-13
Michigan Changes	CG0168	10-09
Indiana Changes - Workers' Compensation Exclusion	IL0117	12-10
Indiana Changes	IL0158	09-08
Indiana Changes - Cancellation And Nonrenewal	IL0272	11-21
Michigan Changes - Cancellation And Nonrenewal	IL0286	04-17
Indiana Changes - Amendment of Definition of Pollutants	14078	01-17
Indiana Changes - Pollution Exclusion	CG0123	03-97
Calculation Of Premium	IL0003	09-08
Cap On Losses From Certified Acts Of Terrorism	CG2170	01-15
Disclosure Pursuant To Terrorism Risk Insurance Act	IL0985	12-20
Employee Benefit Liability	91038	02-04
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	CG2404	05-09*
Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization	CG2010	04-13*
Additional Insured - Managers Or Lessors Of Premises	CG2011	04-13
Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations	CG2012	04-13
Additional Insured - Mortgagee, Assignee Or Receiver	CG2018	04-13*
Additional Insured - Designated Person Or Organization	CG2026	04-13
Condition - Two Or More Coverage Forms Or Policies Issued By Us	19395	05-23
Primary And Noncontributory - Other Insurance Condition	CG2001	04-13*
Limited Fungi Or Bacteria Coverage	CG2425	12-04
Absolute Asbestos Exclusion	93068	01-17
Lead Contamination Exclusion	96210	01-17
Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception	CG2106	05-14
Communicable Disease Exclusion	CG2132	05-09
Exclusion - Designated Products	CG2133	11-85
Employment - Related Practices Exclusion	CG2147	12-07
Silica Or Silica - Related Dust Exclusion	CG2196	03-05
Exclusion - Services Furnished By Health Care Providers	CG2244	04-13

NAMED INSURED	ACCOUNT NO.	AGENT
Binson's Hospital Su	700001237128	**0211248**

TITLE	FORM NUMBER	EDITION DATE
Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)	CG4032	05-23
Nuclear Energy Liability Exclusion Endorsement	IL0021	09-08
Michigan Changes - Employee Benefit Liability	19343	06-21
Commercial Crime Coverage Part		
Common Policy Conditions	IL0017	11-98
Commercial Crime Coverage Form (Loss Sustained Form)	CR0021	11-15
Michigan Changes - Duties	CR0110	08-07
Indiana Changes - Rights Of Recovery	CR0154	08-07
Indiana Changes - Cancellation And Nonrenewal	IL0272	11-21
Michigan Changes - Cancellation And Nonrenewal	IL0286	04-17
Calculation Of Premium	IL0003	09-08
Exclusion Of Certain Computer-Related Losses	IL0935	07-02
Commercial Inland Marine Coverage Part		
Indiana Changes - Amendment of Definition of Pollutants	14078	01-17
Amendatory Endorsement Indiana	CL0188	03-99
Amendatory Endorsement Michigan	CL0200	03-99
Amendatory Endorsement Indiana	IM2029	07-13
Amendatory Endorsement Michigan	IM2045	09-10
Amendatory Endorsement Michigan	IM2111	09-10
Amendatory Endorsement Michigan	IM3003	03-99
Certified Terrorism Loss	CL0600	01-15
Protective Devices Endorsement	IM7853	07-08
Protective Devices Schedule	IM7904	01-12
Loss Payable Options	IM7854	04-04
Loss Payable Schedule	IM7902	01-12
Virus Or Bacteria Exclusion	CL0700	10-06
Contractors' Equipment Coverage Scheduled Equipment Form	IM7001	04-04
Contractors' Equipment Scheduled Equipment Form Schedule Of Coverages	IM7006	01-12
Equipment Leased Or Rented From Others Schedule	IM7036	07-11
Equipment Leased Or Rented From Others Endorsement	IM7012	07-11
Electronic Data Processing Equipment Coverage Part Scheduled Limits	IM7200	10-02
Electronic Data Processing Schedule Of Coverages Scheduled Limits	IM7205	01-12
Exhibition Floater	IM7503	04-04
Exhibition Floater Blanket Exhibition Coverage Schedule Of Coverages	IM7513	01-12
Earth Movement Exclusion	16105	01-17
Flood Exclusion	16106	01-17
Transportation Coverage	IM7250	04-04
Transporation Coverage Schedule Of Coverages	IM7255	01-12
Earth Movement Exclusion	16105	01-17
Flood Exclusion	16106	01-17
Commercial Umbrella Coverage Part		
Common Policy Conditions	IL0017	11-98
Commercial Liability Umbrella Coverage Form	CU0001	04-13
Indiana Changes - Amendment of Definition of Pollutants	14078	01-17

NAMED INSURED	ACCOUNT NO.	AGENT
Binson's Hospital Su	700001237128	**0211248**

TITLE	FORM NUMBER	EDITION DATE
Indiana Changes	10929	06-10
Michigan Changes	CU0116	09-00
Indiana Changes	CU0139	03-08
Michigan Changes - Cancellation And Nonrenewal	CU0221	04-17
Indiana Changes - Cancellation And Nonrenewal	IL0272	11-21
Cap On Losses From Certified Acts Of Terrorism	CU2130	01-15
Disclosure Pursuant To Terrorism Risk Insurance Act	IL0985	12-20
Employee Benefits Coverage	92047	09-05
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	CU2403	09-00*
Exclusion of Broadened Primary Coverages	19248	01-21
Absolute Asbestos Exclusion	94093	09-05
Lead Contamination Exclusion	96210	01-17
Amendment Of Liquor Liability Exclusion	CU2113	04-13
Nuclear Energy Liability Exclusion Endorsement	CU2123	02-02
Fungi Or Bacteria Exclusion	CU2127	12-04
Exclusion - Designated Products	CU2143	12-04
Silica Or Silica-Related Dust Exclusion	CU2150	03-05
Communicable Disease Exclusion	CU2158	05-09
Exclusion- Access Or Disclosure Of Confidential Or Personal Information And Data- Related Liability- With Limited Bodily Injury Exception	CU2186	05-14
Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)	CU3454	05-23

NAMED INSURED	POLICY	POLICY TERM	AGENT
Binson's Hospital Su	6752443	09/09/2024 to 09/09/2025	**0211248**

Commercial Policy Information

Your policy has changed effective 06/03/2025 as follows:

Additional Interest Add/Change/Delete

COVERAGES/CONDITIONS/EXCLUSIONS	PREVIOUS	CURRENT
Additional Interest		
Additional Interest		
Genesee County		Added 1101 Beach St Flint US MI 48502
General Liability		
Commercial General Liability		
Owners, Lessees Or Contractors - Scheduled Person Or Organization (CG 20 10 ed 04 13)		Added Genesee County 1101 Beach St, Flint, MI 48502
Description/Interest/Location as Required on Coverage Form		Various Locations per Written Contract
Waiver Of Transfer Of Rights Of Recovery Against Others To Us : Name of Person or Organization : Genesee County		Added
Primary & Noncontributory - Other Insurance Condition		Added
Commercial Umbrella		
Commercial Umbrella		
Waiver Of Transfer Of Rights Of Recovery Against Others To Us (General Liability/BOP) : Name of Person or Organization : Genesee County		Added
General Liability Additional Premium		***$27***
Total Commercial Policy Additional Premium		***$27***

FORMS AND ENDORSEMENTS	FORM ID / EDITION
Commercial General Liability Coverage Part	
Primary And Noncontributory - Other Insurance Condition	CG2001 / 04-13*
Additional Insured - Mortgagee, Assignee Or Receiver	CG2018 / 04-13*
Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization	CG2010 / 04-13*
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	CG2404 / 05-09*
Commercial Umbrella Coverage Part	
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	CU2403 / 09-00*

An asterisk (*) indicates a new or updated version is included in this package.

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Genesee County
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**
We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
NH Jackson Properties, LLC. c/o Wilson White Company
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**
We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Genesee County	Various Locations per Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II -- Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	26330-26332 LAWRENCE CENTER LINE, MI 48015-1268
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	26819 LAWRENCE CENTER LINE, MI 48015-1261
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	43900 SCHOENHERR RD STERLING HEIGHTS, MI 48313-1120
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	7277 BERNICE CENTER LINE, MI 48015-1227
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	26830 LIBERAL CENTER LINE, MI 48015-1259
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	25709 VAN DYKE AVE CENTER LINE, MI 48015-1841
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

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ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	26770 LIBERAL CENTER LINE, MI 48015-1237
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

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1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	30475 WOODWARD AVE ROYAL OAK, MI 48073-0914
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

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ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	26834 LAWRENCE CENTER LINE, MI 48015-1262
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

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2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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COMMERCIAL GENERAL LIABILITY
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ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	25780-25790 COMMERCE DR MADISON HEIGHTS, MI 48071-4157
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

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ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	13450 FARMINGTON RD LIVONIA, MI 48150-4207
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

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ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	G4443 MILLER RD FLINT, MI 48507-1123
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

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ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	18800 EUREKA RD SOUTHGATE, MI 48195-3166
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

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ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	30489 WOODWARD AVE ROYAL OAK, MI 48073-0914
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

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ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	4433 MILLER RD FLINT, MI 48507-1123
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

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COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

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PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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COMMERCIAL LIABILITY UMBRELLA
CU 24 03 09 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
NH Jackson Properties, LLC. c/o Wilson White Company

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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COMMERCIAL LIABILITY UMBRELLA
CU 24 03 09 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Genesee County

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2058 **Agenda Date:** 8/13/2025 **Agenda #:** 25.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of a contract between Genesee County and Family Services Agency of Mid-Michigan, in an amount not to exceed $260,000.00, to provide Guardianship and Conservatorship Services for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.013

BOARD ACTION REQUESTED:

Approval of a contract between Genesee County and Family Services Agency of Mid-Michigan in an amount not to exceed $260,000.00 to provide Guardianship and Conservatorship Services for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.013.

BACKGROUND:

This is the annual contract that allows the service providers to receive funding for approved budgeted monthly expenses from the Genesee County Senior Millage. RFP #25-444

DISCUSSION:

The Family Services Agency of Mid-Michigan is a non-profit service provider that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. # 2231-691.00-883.013

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact on their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 Service Provider Contract between Genesee County and Family Services Agency of Mid-Michigan, whereby the contractor will provide Guardianship and Conservatorship Services to county residents who are 60 years of age or older for the term commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed $260,000.00 to be paid from account #2231-691.00-883.013, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

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? New for FY 2025-2026

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.

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

FAMILY SERVICE AGENCY OF MID MICHIGAN
1422 West Court Street
Flint, Michigan 48503

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") # 25-444 for a Program of Services titled **"Guardianship and Conservatorship Services"** (hereinafter referred to as "Services") and

Whereas, the CONTRACTOR submitted a Proposal in response to RFP # 25-444 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 Guardianship and Conservatorship Services funded by Senior Citizen Services 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 # 25-444 and Addenda ("the RFP"), and in CONTRACTOR'S Proposal in response to RFP # 25-444 ("Proposal"), which are hereby incorporated into this Contract by reference and included as Attachments A respectively, and in CONTRACTOR'S budget, included as Attachment C 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 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 $250.00 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 B, 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 the 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. 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. 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 D 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 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 D 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 one additional one year 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 $260,000.00 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 # 25-44 and Addenda and CONTRACTOR'S Response to RFP
Attachment B: Reporting Forms (Monthly Invoice and reporting Form & Monthly New Client Address
Form) Sample Client Satisfaction Survey (CONTRACTOR may use its own form that provides this type of information)
Attachment C: Approved Budget FY – 2025- 2026
Attachment D: 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.

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 CONTRATOR 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 B 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 B.

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 $292.79 per one ward per month for this Contract, with a recommended maximum reimbursement total of $21,666.665 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 B of this Contract. Prompt reimbursement shall be contingent upon full contractual compliance and the 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.

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	**FAMILY SERVICE AGENCY OF MID MICHIGAN**
By: Delrico Loyd, Chairperson Genesee County Board of Commissioners	By: Brooke Gow 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

(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: _____

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/A/C/H /NA/U)	VETERAN (Y/N)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										

Attachment C

(Budget FY 2025 -2026)

Name of Center: FSA Guardianship/Conservatorship	FY 2024-2025 Senior Millage Budget	Proposed FY 2025-2026 Budget Expenditures - Senior Millage
ADMINISTRATION		
Salaries – Administrative	$ -	$ -
Brooke Gow		$ 52,500.00
Brittiny Lavoy		$ 21,021.00
Salaries - Program Director		$ 27,212.50
Salaries – Support Staff	$ 168,215.00	
Hannah Sanderson		$ 37,379.16
Chelsea Morway		$ 37,149.84
3-Payees		$ 15,911.94
Fringes -- Employer FICA	$ 12,868.00	$ 14,624.84
Fringes – Medical	$ 21,700.00	$ 18,824.92
Fringes – Other	$ 5,797.00	$ 2,256.58
SUBTOTAL	$ 208,580.00	$ 226,880.79
PROGRAMMING		
Special Projects / Events	$ -	
Volunteer Expenses	$ -	$ -
SUBTOTAL	$ -	$ -
OPERATIONS		
Facility Maintenance	$ 10,000.00	$ -
Admin Overhead	$ 25,920.00	$ -
Equipment Maintenance	$ 6,500.00	$ -
Grounds Maintenance	$ -	$ -
Insurances & Bonds	$ -	$ -
Legal Services	$ -	$ -
Memberships / Publications	$ -	$ -
Office Supplies	$ -	$ -
Operating Supplies	$ 6,000.00	$ -
Postage	$ 3,000.00	$ -
Audit	$ -	$ 9,000.00
Finance Director	$ -	$ 16,560.00
Vehicle Maintenance / Ins/Mileage	$ 3,000.00	$ 7,559.21
Outreach	$ -	$ -
		$ -
SUBTOTAL	**$ 54,420.00**	**$ 33,119.21**
EQUIPMENT PURCHASES		
	$ -	$ -
	$ -	$ -
SUBTOTAL	$ -	$ -
TOTAL AWARD EXPENDITURES	**$ 263,000.00**	**$ 260,000.00**
Unit Rate(if applicable)		**$ 292.79**

Attachment D

(MIOSHA Part 554 Bloodborne Infectious Diseases Standards and Regulations)

https://www.michigan.gov/mpsc/-/media/Project/Websites/leo/Documents/MIOSHA5/CIS_WSH_part554.pdf?rev=7c4ff438364e448197580417953c2088&hash=9799444AE5977FD015A81D9ADFC29D50

(Genesee County Travel Regulations)

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

GENESEE COUNTY
SENIOR SERVICES

Insurance Information
Family Service Agency

1101 Beach Street Room 100 Flint MI 48502 (810) 424-4478

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: RFP:25-444 –Guardianship and Conservatorship Services

Coverage Required		Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	$500,000 accidental/disease $1,000,000 policy limit, disease Including Premises/Operations
X	3. General Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
X	4. Professional Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including errors and omissions
	5. Medical Malpractice	$200,000 per occurrence $800,000 in aggregate
X	6. Automobile liability	$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
	7. Umbrella liability/Excess Coverage	$1,000,000 BI & PD and PI
X	8. Genesee County named as an additional insured on other than worker' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
X	9. Other Insurance Required: Cyber Liability, Crime/Third party Theft, Abuse and Molestation	
X	10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	11. The Certificate must state proposal number and title 24-395	

Insurance Agent's Statement

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

___X__ The above required policies carry the following deductibles:

_____

_____ Liability policies are **occurrence __X___ claims made _____**

_Alera Group_____ _____

Insurance Agent Signature

Prospective Contractor's Statement

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

Family Service Agency of Mid Michigan _____

Contractor Signature

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown Insurance Services, Inc.
111 S. Leroy St.
Ste 205
Fenton MI 48430

CONTACT NAME: Helga Kautman, CISR
PHONE (A/C, No, Ext): (810) 629-1566 **FAX (A/C, No):** (810) 629-7738
E-MAIL ADDRESS: Helga.Kautman@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GuideOne Insurance Company	15032
INSURER B : Accident Fund Insurance Company of America	10166
INSURER C : Philadelphia Indemnity Insurance Company	18058
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Family Service Agency of Mid-Michigan
1422 W Court Street
Flint MI 48503

COVERAGES **CERTIFICATE NUMBER:** 24-25 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		CPP010041567	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ $1mil/$2mil
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		BAP010041568	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 2,500			UMB010041569	10/01/2024	10/01/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AF WCP 100081164	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C	D&O/EPLI-Claims Made Crime			PHSD1829719-001	10/01/2024	10/01/2025	D&O/EPLI Crime	$1,000,000 $2,000,000

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

RFP Title: Guardianship Convervatorship RFP#19-174. Genesee County is named as additional insured per endorsement CG2026 (04- 13) or its equivalent, under the General Liability and Auto Liability Policies - symbol 1 any auto, symbol 8 hired auto, symbol 9 non-owned auto coverage.

CERTIFICATE HOLDER
Genesee County
1101 Beach St., Rm 379
Flint MI 48502

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Helga Kautman

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Helga Kautman, CISR	
Brown & Brown Insurance Services, Inc. 111 S. Leroy St. Ste 205 Fenton MI 48430	PHONE (A/C, No, Ext): (810) 629-1566 FAX (A/C, No): (810) 629-7738 E-MAIL ADDRESS: Helga.Kautman@bbrown.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : GuideOne Insurance Company	15032
	INSURER B : Accident Fund Insurance Company of America	10166
	INSURER C : Philadelphia Indemnity Insurance Company	18058
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED: Family Service Agency of Mid-Michigan, 1422 W Court Street, Flint MI 48503

COVERAGES **CERTIFICATE NUMBER:** 24-25 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		CPP010041567	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ $1mil/$2mil
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAP010041568	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 2,500			UMB010041569	10/01/2024	10/01/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AF WCP 100081164	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	D&O/EPLI-Claims Made Crime			PHSD1829719-001	10/01/2024	10/01/2025	D&O/EPLI Crime	$1,000,000 $2,000,000

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

CPP010041567Abuse & Molestation $1mil/$3mil Limits

Proposal Number and title - 22-286 Guardianship & Conservatorship Services
Genesee County is named as additional insured per endorsement CG2026 (04-13) or its equivalent.

CERTIFICATE HOLDER

Genesee County
1101 Beach Street, Rm 379
Flint MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Helga Kautman

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GENESEE COUNTY INSURANCE CHECKLIST

Professional Service Contract: RFP:23-328 – Senior Medical Transportation with a Liaison

Coverage Required		Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	$100,000 accidental/disease $500,000 policy limit, disease
X	3. General Liability	$1,000,000 per occurrence with $2,000,000 aggregate including Products/Completed Operations and Contractual Liability and Premises/operations
	4. Professional Liability	$1,000,000 per occurrence with $2,000,000 aggregate including errors and omissions
	5. Medical Malpractice	$200,000 per occurrence $800,000 in aggregate
X	6. Automobile liability	$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
	7. Umbrella liability/Excess Coverage	$2,000,000 BI & PD and PI
X	8. A copy of the specific additional insured endorsement naming Genesee County or a blanket additional insured endorsement must be attached to the certificate	
X	9. Other: Abuse/Molestation	$1,000,000 per occurrence
	10. A 30-day notice of cancellation or non-renewal is required for all policies	
	11. Builders Risk "All Risk" for all materials and equipment of this contract	
X	12. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	13. The Certificate must state bid number and title	
	**Additional coverage including excess liability, pollution and errors of omissions may be required Depending on the conditions of the building and processes to be utilized. Each NSP project is to be bid Separately, and each will require evaluation for possible risk exposure and additional insurance requirements	

Insurance Agent's Statement

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

_____ The above required policies carry the following deductibles:

_____

__X__ Liability policies are ***occurrence*** ____ ***claims made*** __X__

Helga Kautman
Insurance Agent

Helga Kautman
Signature

Prospective Contractor's Statement

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

Family Service Agency of Mid Michigan
Contractor

Signature

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2024

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PRODUCER	**CONTACT NAME:** Helga Kautman, CISR
Brown & Brown Insurance Services, Inc. 111 S. Leroy St. Ste 205 Fenton MI 48430	**PHONE (A/C, No, Ext):** (810) 629-1566 **FAX (A/C, No):** (810) 629-7738 **E-MAIL ADDRESS:** Helga.Kautman@bbrown.com
INSURED Family Service Agency of Mid-Michigan 1422 W Court Street Flint MI 48503	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** GuideOne Insurance Company — 15032 **INSURER B:** Accident Fund Insurance Company of America — 10166 **INSURER C:** Philadelphia Indemnity Insurance Company — 18058 **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 24-25 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		CPP010041567	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ $1mil/$2mil
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		BAP010041568	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 2,500			UMB010041569	10/01/2024	10/01/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AF WCP 100081164	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C	D&O/EPLI-Claims Made Crime			PHSD1829719-001	10/01/2024	10/01/2025	D&O/EPLI Crime	$1,000,000 $2,000,000

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

RFP Title - Senior Medical Transportation with a Liasion. RFP #23-328. Genesee County is named as additional insued per endorsement CG2026 & CA2048 or its equivalent. Abusive Conduct Limits - Aggregate $3,000,000, Each Abusive Conduct $1,000,000 follows CPP010041567.

CERTIFICATE HOLDER

Genesee County
1101 Beach Street, Room 379
Flint MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Helga Kautman

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GENESEE COUNTY INSURANCE CHECKLIST

Professional Service Contract: RFP:23-329 – Visually and Hearing-Impaired Programs and Services for Seniors

Coverage Required		Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	$100,000 accidental/disease $500,000 policy limit, disease
X	3. General Liability	$1,000,000 per occurrence with $2,000,000 aggregate including Products/Completed Operations and Contractual Liability and Premises/operations
X	4. Professional Liability	$1,000,000 per occurrence with $2,000,000 aggregate including errors and omissions
	5. Medical Malpractice	$200,000 per occurrence $800,000 in aggregate
X	6. Automobile liability	$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
	7. Umbrella liability/Excess Coverage	$2,000,000 BI & PD and PI
X	8. A copy of the specific additional insured endorsement naming Genesee County or a blanket additional insured endorsement must be attached to the certificate	
X	9. Other: Abuse/Molestation	$1,000,000 per occurrence
	10. A 30-day notice of cancellation or non-renewal is required for all policies	
	11. Builders Risk "All Risk" for all materials and equipment of this contract	
X	12. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	13. The Certificate must state bid number and title	
	**Additional coverage including excess liability, pollution and errors of omissions may be required Depending on the conditions of the building and processes to be utilized. Each NSP project is to be bid Separately, and each will require evaluation for possible risk exposure and additional insurance requirements	

Insurance Agent's Statement

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

_____ The above required policies carry the following deductibles:

_____

__X__ Liability policies are ***occurrence*** __X__ ***claims made*** _____

Helga Kautman
Insurance Agent

Helga Kautman
Signature

Prospective Contractor's Statement

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

Family Service Agency of Mid Michigan
Contractor

Signature

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

CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER	CONTACT NAME: Helga Kautman, CISR	
Brown & Brown Insurance Services, Inc. 111 S. Leroy St. Ste 205 Fenton MI 48430	PHONE (A/C, No, Ext): (810) 629-1566	FAX (A/C, No): (810) 629-7738
	E-MAIL ADDRESS: Helga.Kautman@bbrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Family Service Agency of Mid-Michigan 1422 W Court Street Flint MI 48503	INSURER A: GuideOne Insurance Company	15032
	INSURER B: Accident Fund Insurance Company of America	10166
	INSURER C: Philadelphia Indemnity Insurance Company	18058
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 24-25 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		CPP010041567	10/01/2024	10/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
							Professional Liability	$ $1mil/$2mil
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		BAP010041568	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 2,500			UMB010041569	10/01/2024	10/01/2025	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AF WCP 100081164	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	D&O/EPLI-Claims Made Crime			PHSD1829719-001	10/01/2024	10/01/2025	D&O/EPLI	$1,000,000
							Crime	$2,000,000

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

RFP Title - Visually and Hearing-Impaired Programs and Services for Seniors - RFP #23-329. Genesee County is named as additional insured per endorsement CG2026 & CA2048 or its equivalent. Abusive Conduct Limits - Aggregate $1,000,000, Each Abusive Conduct $3,000,000, follows CPP010041567

CERTIFICATE HOLDER

Genesee County
1101 Beach Street, Room 379
Flint MI 48502

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PHYSICAL ABUSE OR SEXUAL MISCONDUCT LIMITS OF LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE SCHEDULE

Each Claim Limit	$	100,000
Aggregate Limit	$	300,000

The amounts shown in the above Schedule are the most we will pay for "claims expense" and those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", or "personal and advertising injury" arising out of, resulting from, or in connection with:

(1) Physical abuse or sexual misconduct, whether or not caused or committed by or at the instructions of, or at the direction of or negligence of you, any insured, any person, or any causes whatsoever;

(2) The failure by you, any insured or any person to suppress or prevent physical abuse or sexual misconduct;

(3) The failure to provide an environment safe from physical abuse or sexual misconduct, including but not limited to the failure to provide adequate security, or the failure to warn of the dangers of the environment which could contribute to physical abuse or sexual misconduct;

(4) The negligent employment, investigation, hiring, supervision, training, or retention of any person; or

(5) The use of any force to protect persons or property whether or not the injury was intended from the standpoint of the insured or committed by or at the direction of the insured.

Physical abuse or sexual misconduct may include, but are not limited to, assault, sexual abuse, sexual assault, intimidation, sexual harassment, verbal abuse, and any threatened harmful or offensive contact between two or more persons, whether or not caused or committed by or at the instructions of, or at the direction of or negligence of you, any insured, any person, or any causes whatsoever.

Any "Claims Expense" arising from any claim or "suit" to which this endorsement applies and incurred by us shall be included within the Limits of Insurance in the above Schedule and shall not be paid in addition to such Limits of Insurance. Our duty to defend any claim or "suit" or to pay any settlement or judgment or defense costs ends after we have paid our applicable Limits of Insurance as forth in the above Schedule. All "Claims expense" shall first be subtracted from the Limits of Insurance with the remainder, if any, being the amount available to pay damages. If the applicable Limit of Insurance is exhausted by the payment of settlements, judgments, awards and/or defense costs prior to final settlement, judgment or award, we shall have the right to withdraw from any further defense by tendering control of the defense of the "suit" to you. Any payments made under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** will reduce the Limits of Insurance.

"Claims expense" shall include investigations, adjustment and legal expenses, interests and fees, including court costs and premiums on bonds. "Claims expense" does not include salary charges of regular employees of the Company.

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, paragraph a. is deleted in its entirety and replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by one or more insureds even if the "bodily injury" or "property damage":

(1) Is of a different kind, quality, or degree than initially expected or intended; or

(2) Is sustained by a different person, entity, real or personal property than initially expected or intended.

The number of insureds covered by the Policy shall not operate to increase the applicable Limits of Insurance. A series of, related, repeated or continuous incidents of physical abuse or sexual misconduct shall be considered a single "claim" subject to one Limit of Insurance. We shall only be liable for those amounts payable as "damages" and/or fees, costs and expenses incurred in the defense of a "claim" or "suit" which are in excess of the applicable deductible stated in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

ABUSIVE CONDUCT LIABILITY COVERAGE FORM
POLICY DECLARATIONS

PLEASE READ THIS POLICY CAREFULLY.

Policy Number: PHPK2471089 Effective date: 10/01/2022
12:01 A.M. Standard Time

LIMITS OF INSURANCE:	
AGGREGATE LIMIT	$ 1,000,000
EACH ABUSIVE CONDUCT LIMIT	$ 1,000,000
DEDUCTIBLE:	$ NONE

BUSINESS DESCRIPTION:

Form of Business: NON PROFIT ORGANIZATION

Business Description: Non Profit Organization

PREMIUM: $ 1,175.00

FORMS AND ENDORSEMENTS (Other than Applicable Forms and Endorsements Shown Elsewhere in the Policy)
Forms and Endorsements Applying to this Coverage Part and Made Part of this Policy at Time of Issue:

SEE SCHEDULE ATTACHED

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NONPROFIT AND HUMAN SERVICES GENERAL LIABILITY ENDORSEMENT

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

1. Exclusion **a. Expected or Intended Injury** is deleted and replaced with:

   a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Paragraph **(2)** under Exclusion **g. Aircraft, Auto or Watercraft** is deleted and replaced with:

   (2) A watercraft that you do not own that is not being used to carry persons or property for a charge. This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to any insured whether primary, excess, or contingent.

3. Paragraph **(1)** under Exclusion **j. Damage To Property** is deleted and replaced with:

   (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your "client", in such case we will provide coverage for such "property damage" for which you are legally obligated to pay up to a $50,000 limit per "occurrence". This limit is the only limit of insurance for such "property damage" and will not be combined with the Each Occurrence Limit set for this in **Section III – Limits of Insurance** and will be included within and not in addition to the Each Occurrence Limit. Any and all damages paid under the terms and condition of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, and as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit. As used in this coverage extension, "client" means a person under your direct care and supervision, for whom you are providing goods or services.

4. The following is added to Paragraph **(2)** under Exclusion **b. Contractual Liability**:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Any Insured

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

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

e. Athletics Activities

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

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

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This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

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

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

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

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

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

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

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

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

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

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

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

   (2) "Employee" means:

   (a) Any natural person:

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

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

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

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

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

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

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"Employee" does not mean:

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

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

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

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

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

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

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

a. You determine that the "product recall" is necessary; or

b. An authorized government entity has ordered you to conduct a "product recall".

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

This payment will not reduce the limits of insurance.

E. Additional Exclusions

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

This insurance does not apply to:

1. Special Events Or Fundraising Events

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

a. Authorized and conducted by any insured;

b. Authorized by you and conducted on your behalf by others, including but not limited to an "employee", "temporary worker", "volunteer worker", member, trustee, director, licensee, subcontractor, independent contractor, or vendor.

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

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

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

2. Medical Or Healthcare Services

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

3. Medically Derived Injury

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

4. Violation Of Any Statute Or Regulation

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

5. Misconduct, Molestation Or Harassment

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

6. Professional Services

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

7. Statutory Enforcement

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

8. Guaranteeing Results

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

9. Abuse

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

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

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

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

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

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

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

2. The following is also an insured:

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

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

a. Engineers, Architects Or Surveyors

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

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

(1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

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

b. Owners Of Leased Land

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

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

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

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

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

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

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

d. Contractual Obligations

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

e. Manager Or Lessor Of Premises

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

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

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

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

With respect to the insurance afforded to these additional insureds:

(1) A person's or organization's status as an additional insured ends when their contract or agreement with you for such leased equipment ends; and

(2) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

g. Vendors

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

The insurance afforded the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

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(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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

(a) The exceptions contained in Subparagraphs **(4)** or **(6)**; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

h. Funding Source

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

(1) Their financial control of you, or

(2) Premises they own, maintain or control while you lease or occupy those premises. This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to lease or occupy those premises; or

(b) Structural alterations, new construction and demolition operations performed by or for that person or organization.

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

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

(1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures;

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(2) The construction, erection, or removal of elevators; or

(3) The ownership, maintenance, or use of any elevators covered by this insurance.

However,

(1) A person or organization is an additional insured under this provision only for that period of time required by the written contract;

(2) No such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and attached to the Commercial General Liability Coverage Form;

(3) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(4) The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

j. Medical Directors and Administrators

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

k. Home Care Providers

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

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

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

a. The limit of insurance required by the contract or agreement; or

b. The amount of coverage available under the applicable Limits of Insurance shown in the Declarations;

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

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

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

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought;

c. Persons or organizations making claims or bringing "suits" or

d. Policies involved.

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

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

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

3. Paragraph **7.** is deleted and replaced with:

   7. Subject to Paragraph **5.** above, the most we will pay under Coverage **C** will be the higher of $20,000 or the amount shown in the Declarations for the Medical Expense Limit, for all medical expenses because of "bodily injury"sustained by any one person.

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

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

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

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

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

1. Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, Subsection **(1)(a)(ii)** is replaced with the following if damage to premises rented to you is not otherwise excluded:

   ii. That is fire, lightning, explosion, smoke or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

2. Subsection **8. Transfer Of Rights Of Recovery Against Others To Us** is amended to include:

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

3. The following condition is added:

   10. Liberalization

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

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

1. Subsection **3.** "Bodily injury" is deleted and replaced with the following:

   3. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death of a person resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

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2. Subsection **4.** "Coverage territory"is deleted and replaced by the following:

   4. "Coverage territory" means anywhere in the world provided that the claim is made, and any "suit" that may arise therefrom is filed, within the United States of America (including its territories and possessions), Puerto Rico or Canada, unless further restricted by endorsement.

3. Paragraph **9.** "Insured Contract" subsection **a.** is replaced by the following:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while retained to you or temporarily occupied by you with permission of the owners is not an "insured contract"

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

   a. Subsection **b.** is deleted and replaced with the following:

      b. Malicious prosecution or abuse of process

   b. Subsection **h.** is added.

      h. "Personal and advertising injury" also means injury, including consequential "bodily injury", arising out of discrimination based on race, color, religion, sex, age or national origin, except when:

         (1) Done intentionally by or at the direction of, or with the knowledge or consent of:

            (a) Any insured; or

            (b) Any executive officer, director, stockholder, partner or member of the insured; or

         (2) Directly or indirectly related to the employment, former or prospective employment, termination of employment, demotion, failure to promote or application for employment of any person or persons by an insured; or

         (3) Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

         (4) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

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

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

   a. "Abuse" means any actual, threatened, or alleged act, error, omission, conduct or misconduct that a claim or "suit" alleges:

      (1) To be, or to constitute, any form of "abuse" (including but not limited to elder "abuse", child "abuse", patient "abuse" or "abuse" of a dependent person) under any applicable state or federal statute; and

      (2) Any non-sexual assault, non-sexual battery, or non-sexual "abuse" directed at a person; and

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

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However, "abuse" does not include employment-related "sexual harassment".

b. "Foster care services" means the provisions of personal care or training to a "foster child" including but is not limited to activities of any insured or of any "temporary worker", licensee, subcontractor, independent contractor, vendor or others in investigation, evaluation, counseling, treatment, training, material aid, supervision or monitoring of individuals or families, with respect to placement of a "foster child" as required by any Federal, State, or local code, regulation or ordinance.

c. "Foster child" means a child whose care and upbringing are entrusted to an adult other than the child's natural or adoptive parents.

d. "Medical or healthcare services" means any type of treatment or services provided for physical, mental, veterinary or dental care, including but not limited to:

(1) Any type or form of psychiatric counseling;

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

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

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

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

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

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

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

i. "Professional services" means any service that:

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

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

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

(a) Advice, guidance, or assistance;

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(b) Counseling;

(c) "Social work";

(d) Therapy;

(e) Daycare;

(f) "Foster care services"; and

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

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

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

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

(2) Interferes with any individual's job performance;

(3) Creates an intimidating, hostile or offensive working environment for any individual; or

(4) Arises out of or is related to an unlawful employment practice as codified at 42 U.S.C. § 2000e, et seq., or any similar state, municipal or local code, regulation or ordinance.

k. "Sexual misconduct or sexual molestation" means any activity which is sexual in nature (whether permitted or not permitted); and includes, but is not limited to: sexual assault, sexual battery, sexual relations, sexual acts, sexual activity, sexual handling, sexual massage, sexual exploitation, sexual exhibition, sexual stimulation, fondling, intimacy, exposure of sexual organs, lewd or lascivious behavior or indecent exposure, fornication, unauthorized touching, or the photographic, video or other reproduction of sexual activity.

However, "sexual misconduct or sexual molestation" does not include employment-related "sexual harassment".

l. "Social work" means any activities or methods of any insured or your "employees", agents, representatives, "volunteer workers", "temporary workers", licensees, subcontractors, independent contractors, vendors or others providing social services, including but not limited to:

(1) Investigation, treatment, or material aid for the economically, physically, mentally, or socially disadvantaged, or anyone else; and

(2) Activities such as child welfare, community physical or mental health, adoption services, personal counseling services, recreational activities, temporary housing or shelters or other similar activities.

m. "Special Event" means a sporting, cultural, business or other type of unique activity, in a certain place occurring during a limited or fixed interval of time (one-time, annual) and presented to a live audience brought together to watch or to participate. "Special events" include, but are not limited to, street fairs, music festivals, revenue generating or public relations activities, regardless of the location or relationship to the operations of any insured.

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GuideVantage℠ Auto Enhancement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

Following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. This summary identifies the maximum amount of coverage for each coverage extension shown below. For complete details on coverage, refer to the actual provisions of this endorsement and the entire policy.

Liability Coverage Extensions		**Included or Limit of Insurance**
A.	Who Is An Insured-Broadened	
	Additional Insured by Contract or Agreement	Included
	Board Members	Included
	Newly Acquired Entities	Included
	Employees as Insureds	Included
	Lessor of Leased Autos	Included
B.	Supplementary Payments Coverage Extensions	
	Bail Bonds	$5,000
	Loss of Earnings	$500 per day
C.	Fellow Employee Coverage	Included
Physical Damage Coverage Extensions		**Included or Limit of Insurance**
A.	Towing	$100 per disablement
B.	Glass Repair – No Deductible	Included
C.	Transportation Expenses	$100 per day/$2,000 maximum
D.	Hired Auto Physical Damage-Loss of Use	$100 per day/$1,000 maximum
E.	Rental Reimbursement	$100 per day for 30 days
F.	Personal Effects Coverage	$500
G.	Hired Auto Physical Damage	ACV/Cost to Repair or Replace/$50,000
H.	Safety Equipment Coverage	$500
I.	Vehicle Return Coverage	$500
J.	Lock Recalibration	$1,000
K.	Auto Loan / Lease Gap	Included
L.	Accidental Airbag Discharge	Included
M.	Electronic Equipment – Broadened Coverage	$1,000
N.	Original Equipment Manufacturer (OEM) Parts Replacement	Included
O.	Physical Damage Deductible With Vehicle Tracking System Exception	Included
Business Auto Conditions		**Included**
A.	Blanket Waiver of Subrogation	Included
B.	Two Or More Coverage Forms Or Policies Issued By Us	Included

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Coverage extensions under this endorsement only apply in the event that no other specific coverage for these extensions are provided under this policy. If such specific coverage apply, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted in this endorsement.

LIABILITY COVERAGE EXTENSIONS

A. WHO IS AN INSURED – BROADENED

Paragraph **A.1.c.** of Section **II** – Covered Autos Liability Coverage is replaced by the following:

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. In addition:

(1) Any person or organization is included as an additional "insured" when you have agreed in a written contract or agreement to include such person or organization as an additional "insured".

(2) Such person or organization is an additional "insured" only to the extent such person or organization is liable for "bodily injury" or "property damage" because of the conduct of an "insured" under Paragraphs **a.** or **b.** under Paragraph **A.1.** Who Is An Insured of Section **II** – Covered Autos Liability Coverage, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

The following are added to Paragraph **A.1.** Who Is An Insured of Section **II** – Covered Autos Liability Coverage:

d. Board Members

When any symbol is indicated in the Declarations for Liability Coverage, board members (or their spouses) while renting an "auto" while conducting business for the insured.

e. Newly Acquired Entities

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company or any organization excluded either by this Coverage Part or by endorsement, and over which you maintain ownership or majority interest of more than 50 percent will qualify as a Named Insured. However:

(1) This insurance does not apply to any newly acquired or formed organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Coverage under this provision does not apply to "bodily injury", "property damage", expense or "loss" that occurred before you acquired or formed the organization.

(3) Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

f. Employees as Insureds

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

g. Lessor of Leased Autos

The lessor of a "leased auto" is an "insured" only for "bodily injury" or "property damage" resulting from the covered acts or omissions by:

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(1) You;

(2) Any of your "employees" or agents; or

(3) Any person, except the lessor or any "employee" or agent of the lessor, while operating a "leased auto" with the permission of any of the above.

Any "leased auto" identified in the policy schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

The coverages provided under this endorsement applies to any "leased auto" identified in the policy schedule until the expiration date of the lease, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

For the purposes of this coverage endorsement, "leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a written leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

B. SUPPLEMENTARY PAYMENTS COVERAGE EXTENSIONS

Paragraphs **A.2.a.(2)** and **A.2.a.(4)** of Section **II** – Covered Autos Liability Coverage are replaced by the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. FELLOW EMPLOYEE COVERAGE

Paragraph **B.5.** Fellow Employee exclusion of Section **II** – Covered Autos Liability Coverage does not apply.

PHYSICAL DAMAGE COVERAGE EXTENSIONS

A. TOWING

Paragraph **A.2.** Towing of Section **III** – Physical Damage Coverage is replaced by the following:

We will pay up to $100 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. No deductible applies to this coverage.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

B. GLASS REPAIR

The following is added to Paragraph **A.3.** Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles of Section **III** – Physical Damage Coverage:

No deductible applies to a "loss" for glass used in the windshield or windows if such glass is repaired rather than replaced.

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C. TRANSPORTATION EXPENSES

Paragraph **A.4.a.** Transportation Expenses of Section **III** – Physical Damage Coverage is replaced by the following:

We will pay up to $100 per day, subject to a maximum limit of $2,000, for temporary transportation expenses incurred by you because of the total theft of a covered "auto." We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

It is agreed and understood and it is our stated intent that expenses incurred by you under the Transportation Expenses Coverage Extension will not also be covered or paid under the Rental Reimbursement coverage provided by this endorsement or any rental reimbursement coverage added by separate endorsement to this policy.

D. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE

The Limit of Insurance in Paragraph **A.4.b.** Loss of Use Expenses of Section **III** – Physical Damage Coverage is increased to $100 per day to a maximum of $1,000.

E. RENTAL REIMBURSEMENT

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** – Physical Damage Coverage:

c. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto", subject to the following provisions:

(1) Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

(2) No deductible applies to this coverage.

(3) We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following number of days:

(a) The number of days when the covered "auto" has been repaired or replaced; or

(b) 30 days.

(4) Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred.

(b) The maximum rental expenses indicated below:

(i) $100 for any one day; or

(ii) $3,000 because of "loss" to any one covered "auto".

(5) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

We will pay only for those covered "autos" for which you carry Collision Coverage, Comprehensive or Specified Causes of Loss Coverage.

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F. PERSONAL EFFECTS COVERAGE

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** – Physical Damage Coverage:

d. We will pay up to $500 per person for theft of personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of the total theft of your covered "auto". No deductible applies to this coverage. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

G. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** – Physical Damage Coverage:

e. If hired "autos" are covered "autos" for Covered Autos Liability Coverage and if Physical Damage Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, rent, hire or borrow from someone other than your "employees", partners or members of their households subject to the following:

(1) The most we will pay in any one "loss" is the lesser of:

(a) The actual cash value of the "auto";

(b) The cost to repair or replace the "auto"; or

(c) $50,000.

(2) Paragraph **(1)** above is subject to a deductible. The deductible shall be equal to the amount of the highest deductible applicable for that coverage to any owned "auto".

No deductible will apply to "loss" caused by fire or lightning.

(3) Hired Auto Physical Damage Coverage is subject to the following:

(a) If symbol 8 is shown in the Covered Auto section of the Declarations page for any of the Physical Damage coverages, then the Hired Auto Physical Damage coverage described in this endorsement does not apply.

(b) Other than indicated in Paragraph **(a)** directly above, coverage provided under this provision will be excess over any other collectible insurance or coverage.

H. SAFETY EQUIPMENT COVERAGE

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** – Physical Damage Coverage:

f. We will pay up to $500 per "loss" toward the replacement or recharging of any of the following safety equipment that is stolen, discharged, or destroyed while secured on or in your covered "auto."

(1) First aid kits;

(2) Fire extinguishers;

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(3) Flashlights;

(4) Flares;

(5) Portable reflectors; and

(6) Child safety seats.

Payment under this coverage will be considered primary with respect to other available insurance coverage. We will pay only for those covered "autos" for which you carry Collision Coverage, Comprehensive or Specified Causes of Loss Coverage.

I. VEHICLE RETURN COVERAGE

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** – Physical Damage Coverage:

g. In addition to the reasonable expenses incurred to protect your covered "auto" from further damage, we will pay up to $500 toward the cost of returning your covered "auto" to the location where it is usually garaged; if

(1) The "auto" has been stolen and is recovered more than 50 miles from the location where it is usually garaged; or

(2) The "auto" is disabled through physical damage, other than collision, more than 50 miles from the location where it is usually garaged.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. In addition, if symbol 2 or symbol 7 is entered next to the Physical Damage Collision coverage on the Declarations, then this coverage will apply to your covered "auto" that is disabled by collision more than 50 miles from where it is usually garaged.

J. LOCK RECALIBRATION

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** – Physical Damage Coverage:

h. We will pay up to $1,000 for the recalibration of all professionally installed ignitions or locks in your "autos" that you undertake due to an act of theft, attempted theft or vandalism. This coverage will only apply if the recalibration is done within 10 days of discovery of such act of theft, attempted theft or vandalism.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

K. AUTO LOAN/LEASE GAP COVERAGE

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** – Physical Damage Coverage:

i. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

(1) The amount paid under the Physical Damage Coverage; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

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(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; or

(e) Carry-over balances from previous loans or leases.

We will pay only for those covered "autos" for which you carry Collision Coverage, Comprehensive or Specified Causes of Loss Coverage.

L. ACCIDENTAL AIRBAG DISCHARGE

Paragraph **B.3.a.** of Section **III** – Physical Damage Coverage is replaced by the following:

a. Wear and tear, freezing, mechanical or electrical breakdown.

However, this exclusion does not apply to accidental discharge of an airbag. This coverage is excess over any other collectible insurance or warranty providing such airbag coverage. We will pay only for those covered "autos" for which you carry Collision Coverage, Comprehensive or Specified Causes of Loss Coverage.

M. ELECTRONIC EQUIPMENT – BROADENED COVERAGE

Paragraph **B.4.c.** of Section **III** – Physical Damage Coverage is replaced by the following:

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

This exclusion does not apply to any global positioning system, navigation system or telematics unit. The most we will pay for all "loss" to any global positioning system, navigation system or telematics unit as a result of any one "accident" is the lessor of:

(1) The actual cash value of the damaged or stolen property at the time of the "loss";

(2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

(3) $1,000.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage

N. ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS REPLACEMENT

The following is added to Paragraph **C.1.** of Section **III** – Physical Damage Coverage:

However, if the covered "auto" has less than 20,000 miles on its odometer, we will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new original equipment manufacturer (OEM) replacement parts, but only if the damaged parts cannot be repaired.

O. PHYSICAL DAMAGE DEDUCTIBLE WITH VEHICLE TRACKING SYSTEMS EXCEPTION

Paragraph **D.** Deductible of Section **III** – Physical Damage Coverage is replaced by the following:

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D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations:

1. Does not apply to "loss" caused by fire or lightning; and

2. Will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a radio frequency tracking device and that device was the method of recovery of the vehicle.

BUSINESS AUTO CONDITIONS

A. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **A.5.** Transfer of Rights of Recovery Against Other To Us of Section **IV** – Business Auto Conditions:

However, we waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

a. Such written contract or agreement was:

(1) Made prior to the "accident" or "loss" resulting in the covered "bodily injury" or "property damage"; and

(2) Was in effect at the time of the covered "bodily injury" or "property damage".

b. The covered "bodily injury" or "property damage" must arise out of the operations specified in such written contract or agreement.

c. At our request you must provide us with a copy of the aforementioned written contract or agreement.

B. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

The following is added to Paragraph **B.8.** of Section **IV** – Business Auto Conditions:

If a "loss" covered under this Coverage Part also involves a "loss" to another property from the same "accident", which is covered under a Commercial Property Coverage Part or Inland Marine Coverage Part issued by us or any other member company of ours for you, only the highest deductible applicable to those coverages will be applied to the "accident".

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Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2060 **Agenda Date:** 8/13/2025 **Agenda #:** 26.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of a contract between Genesee County and the Family Services Agency of Mid-Michigan, in an amount not to exceed $190,000.00, to provide Visually and Hearing-Impaired Services for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.020

BOARD ACTION REQUESTED:

Approval of a contract between Genesee County and the Family Services Agency of Mid-Michigan in an amount not to exceed $190,000.00 to provide Visually and Hearing-Impaired Services for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.020.

BACKGROUND:

This is the annual contract that allows the service providers to receive funding for approved budgeted monthly expenses from the Genesee County Senior Millage. RFP #25-329

DISCUSSION:

The Family Services Agency is a non-profit service provider that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. # 2231-691.00-883.020

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact on their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 Service Provider Contract between Genesee County and the Family Services Agency of Mid-Michigan, whereby the contractor will provide Visual- and Hearing-Impaired Services to county residents who are 60 years of age or older for the term commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed $190,000.00 to be paid from account #2231-691.00-883.020, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

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? New for FY 2025-2026

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.

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

FAMILY SERVICE AGENCY OF MID MICHIGAN
1422 West Court Street
Flint, Michigan 48503

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") # 23-329 for a Program of Services titled **"Visual and Hearing-Impaired Program"** (hereinafter referred to as "Services") and

Whereas, the CONTRACTOR submitted a Proposal in response to RFP # 23-329 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 Visual and Hearing Impared Services funded by Senior Citizen Services 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 # 23-329 and Addenda ("the RFP"), and in CONTRACTOR'S Proposal in response to RFP # 23-329 ("Proposal"), which are hereby incorporated into this Contract by reference and included as Attachments A respectively, and in CONTRACTOR'S budget, included as Attachment C 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 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 $250.00 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 B, 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 the 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. 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. 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 D 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 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 D 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 one additional one year 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 $190,000.00 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, GCOSS, 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 # 23-329 and Addenda and CONTRACTOR'S Response to RFP
Attachment B: 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 C: Approved Budget FY – 2025 - 2026
Attachment D: 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.

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 CONTRATOR 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 B 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 B.

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 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 $190,000.00 The Contractor's projected budget for the Initial Term of this Contract is attached in Attachment C. If this Contract is extended, the County

and the Contractor will agree in writing on a projected Budget for each Extension 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 B of this Contract. Prompt reimbursement shall be contingent upon full contractual compliance and the 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.

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	**FAMILY SERVICE AGENCY OF MID MICHIGAN**
By: Delrico Loyd, Chairperson Genesee County Board of Commissioners	By: Brooke Gow 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

(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 who called seeking services.

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 Excel document with 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

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number / Confirmation of Payment
ADMINISTRATION EXPENDITURES			
SUBTOTAL - ADMINISTRATION	$ -		
PROGRAMMING EXPENDITURES			
SUBTOTAL - PROGRAMMING	$ -		

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number -- Confirmation of Payment
OPERATIONS EXPENDITURES			
SUBTOTAL - OPERATIONS	$ -		
EQUIPMENT PURCHASES EXPENDITURES			
SUBTOTAL - EQUIPMENT	$ -		
TOTAL MONTHLY EXPENDITURES	$ -		
TOTAL MONTHLY REIMBURSEMENT REQUEST	$ -		

Senior Millage Service Providers
Client Addresses

Month & Year: _____

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/A/C/H /NA/U)	VETERAN (Y/N)
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Senior Millage Service Providers
Client Addresses

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Senior Millage Service Providers
Client Addresses

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Attachment C

(Budget FY 2025 -2026)

Name of Center: FSA Visual and Hearing Impaired Program	FY 2024-2025 Senior Millage Budget	Proposed FY 2025-2026 Budget Expenditures - Senior Millage
ADMINISTRATION		
Salaries – Administrative		
Brooke Gow		$ 21,000.00
Brittiny Lavoy		$ 8,408.40
Salaries – Program Director	$ 75,000.00	$ 78,750.00
Salaries - Support Staff	$ 36,400.00	$ 20,639.00
Fringes -- Employer FICA	$ 8,522.00	$ 9,853.00
Fringes – Medical	$ -	$ 6,406.60
Fringes – Life/Dis	$ 4,593.00	$ 2,013.07
SUBTOTAL	$ 124,515.00	$ 147,070.07
PROGRAMMING		
Special Projects / Events	$ -	
Volunteer Expenses	$ -	$ -
SUBTOTAL	$ -	$ -
OPERATIONS		
Facility Maintenance	$ 10,000.00	$ -
Admin Overhead	$ 20,485.00	$ -
Conferences & Trainings	$ -	$ 3,000.00
Grounds Maintenance	$ -	$ -
Insurances & Bonds	$ -	$ -
Legal Services	$ -	$ -
Memberships / Publications	$ -	$ -
Office Supplies	$ -	$ -
Operating Supplies	$ 50,000.00	$ 18,949.93
Audit	$ -	$ 2,700.00
Finance Director	$ -	$ 8,280.00
Phone/ Fax/ Internet/ Web Services	$ -	$ -
Vehicle Maintenance / Insurance	$ 10,000.00	$ 10,000.00
Outreach	$ -	$ -
		$ -
SUBTOTAL	**$ 90,485.00**	**$ 42,929.93**
EQUIPMENT PURCHASES		
	$ -	$ -
	$ -	$ -
SUBTOTAL	$ -	$ -
TOTAL AWARD EXPENDITURES	**$ 215,000.00**	**$ 190,000.00**
Unit Rate(if applicable)		**$**

Attachment D

(MIOSHA Part 554 Bloodborne Infectious Diseases Standards and Regulations)

https://www.michigan.gov/mpsc/-/media/Project/Websites/leo/Documents/MIOSHA5/CIS_WSH_part554.pdf?rev=7c4ff438364e448197580417953c2088&hash=9799444AE5977FD015A81D9ADFC29D50

(Genesee County Travel Regulations)

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

GENESEE COUNTY
SENIOR SERVICES

Insurance Information
Family Service Agency

1101 Beach Street Room 100 Flint MI 48502 (810) 424-4478

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: RFP:25-444 –Guardianship and Conservatorship Services

Coverage Required		Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	$500,000 accidental/disease $1,000,000 policy limit, disease Including Premises/Operations
X	3. General Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
X	4. Professional Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including errors and omissions
	5. Medical Malpractice	$200,000 per occurrence $800,000 in aggregate
X	6. Automobile liability	$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
	7. Umbrella liability/Excess Coverage	$1,000,000 BI & PD and PI
X	8. Genesee County named as an additional insured on other than worker' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
X	9. Other Insurance Required: Cyber Liability, Crime/Third party Theft, Abuse and Molestation	
X	10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	11. The Certificate must state proposal number and title 24-395	

Insurance Agent's Statement

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

___X__ The above required policies carry the following deductibles:

_____

_____ Liability policies are **occurrence __X___ claims made _____**

_Alera Group_____ _____

Insurance Agent Signature

Prospective Contractor's Statement

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

Family Service Agency of Mid Michigan _____

Contractor Signature

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown Insurance Services, Inc.
111 S. Leroy St.
Ste 205
Fenton MI 48430

CONTACT NAME: Helga Kautman, CISR
PHONE (A/C, No, Ext): (810) 629-1566 **FAX (A/C, No):** (810) 629-7738
E-MAIL ADDRESS: Helga.Kautman@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GuideOne Insurance Company	15032
INSURER B : Accident Fund Insurance Company of America	10166
INSURER C : Philadelphia Indemnity Insurance Company	18058
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Family Service Agency of Mid-Michigan
1422 W Court Street
Flint MI 48503

COVERAGES **CERTIFICATE NUMBER:** 24-25 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		CPP010041567	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ $1mil/$2mil
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		BAP010041568	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 2,500			UMB010041569	10/01/2024	10/01/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AF WCP 100081164	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	D&O/EPLI-Claims Made Crime			PHSD1829719-001	10/01/2024	10/01/2025	D&O/EPLI Crime	$1,000,000 $2,000,000

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

RFP Title: Guardianship Convervatorship RFP#19-174. Genesee County is named as additional insured per endorsement CG2026 (04- 13) or its equivalent, under the General Liability and Auto Liability Policies - symbol 1 any auto, symbol 8 hired auto, symbol 9 non-owned auto coverage.

CERTIFICATE HOLDER
Genesee County
1101 Beach St., Rm 379
Flint MI 48502

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Helga Kautman

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2024

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Helga Kautman, CISR	
Brown & Brown Insurance Services, Inc. 111 S. Leroy St. Ste 205 Fenton MI 48430	PHONE (A/C, No, Ext): (810) 629-1566 FAX (A/C, No): (810) 629-7738 E-MAIL ADDRESS: Helga.Kautman@bbrown.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : GuideOne Insurance Company	15032
INSURED Family Service Agency of Mid-Michigan 1422 W Court Street Flint MI 48503	INSURER B : Accident Fund Insurance Company of America	10166
	INSURER C : Philadelphia Indemnity Insurance Company	18058
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24-25 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		CPP010041567	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ $1mil/$2mil
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BAP010041568	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION $ 2,500			UMB010041569	10/01/2024	10/01/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AF WCP 100081164	01/01/2024	01/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	D&O/EPLI-Claims Made Crime			PHSD1829719-001	10/01/2024	10/01/2025	D&O/EPLI Crime	$1,000,000 $2,000,000

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

CPP010041567Abuse & Molestation $1mil/$3mil Limits

Proposal Number and title - 22-286 Guardianship & Conservatorship Services
Genesee County is named as additional insured per endorsement CG2026 (04-13) or its equivalent.

CERTIFICATE HOLDER

Genesee County
1101 Beach Street, Rm 379
Flint MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Helga Kautman

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GENESEE COUNTY INSURANCE CHECKLIST

Professional Service Contract: RFP:23-328 – Senior Medical Transportation with a Liaison

Coverage Required		Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	$100,000 accidental/disease $500,000 policy limit, disease
X	3. General Liability	$1,000,000 per occurrence with $2,000,000 aggregate including Products/Completed Operations and Contractual Liability and Premises/operations
	4. Professional Liability	$1,000,000 per occurrence with $2,000,000 aggregate including errors and omissions
	5. Medical Malpractice	$200,000 per occurrence $800,000 in aggregate
X	6. Automobile liability	$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
	7. Umbrella liability/Excess Coverage	$2,000,000 BI & PD and PI
X	8. A copy of the specific additional insured endorsement naming Genesee County or a blanket additional insured endorsement must be attached to the certificate	
X	9. Other: Abuse/Molestation	$1,000,000 per occurrence
	10. A 30-day notice of cancellation or non-renewal is required for all policies	
	11. Builders Risk "All Risk" for all materials and equipment of this contract	
X	12. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	13. The Certificate must state bid number and title	
	**Additional coverage including excess liability, pollution and errors of omissions may be required Depending on the conditions of the building and processes to be utilized. Each NSP project is to be bid Separately, and each will require evaluation for possible risk exposure and additional insurance requirements	

Insurance Agent's Statement

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

_____ The above required policies carry the following deductibles:

_____

__X__ Liability policies are ***occurrence*** ____ ***claims made*** __X__

Helga Kautman
Insurance Agent

Helga Kautman
Signature

Prospective Contractor's Statement

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

Family Service Agency of Mid Michigan
Contractor

Signature

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2024

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PRODUCER	**CONTACT NAME:** Helga Kautman, CISR
Brown & Brown Insurance Services, Inc. 111 S. Leroy St. Ste 205 Fenton MI 48430	**PHONE (A/C, No, Ext):** (810) 629-1566 **FAX (A/C, No):** (810) 629-7738 **E-MAIL ADDRESS:** Helga.Kautman@bbrown.com
INSURED Family Service Agency of Mid-Michigan 1422 W Court Street Flint MI 48503	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** GuideOne Insurance Company — 15032 **INSURER B:** Accident Fund Insurance Company of America — 10166 **INSURER C:** Philadelphia Indemnity Insurance Company — 18058 **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 24-25 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		CPP010041567	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ $1mil/$2mil
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		BAP010041568	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 2,500			UMB010041569	10/01/2024	10/01/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AF WCP 100081164	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C	D&O/EPLI-Claims Made Crime			PHSD1829719-001	10/01/2024	10/01/2025	D&O/EPLI Crime	$1,000,000 $2,000,000

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

RFP Title - Senior Medical Transportation with a Liasion. RFP #23-328. Genesee County is named as additional insued per endorsement CG2026 & CA2048 or its equivalent. Abusive Conduct Limits - Aggregate $3,000,000, Each Abusive Conduct $1,000,000 follows CPP010041567.

CERTIFICATE HOLDER

Genesee County
1101 Beach Street, Room 379
Flint MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Helga Kautman

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GENESEE COUNTY INSURANCE CHECKLIST

Professional Service Contract: RFP:23-329 – Visually and Hearing-Impaired Programs and Services for Seniors

Coverage Required		Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	$100,000 accidental/disease $500,000 policy limit, disease
X	3. General Liability	$1,000,000 per occurrence with $2,000,000 aggregate including Products/Completed Operations and Contractual Liability and Premises/operations
X	4. Professional Liability	$1,000,000 per occurrence with $2,000,000 aggregate including errors and omissions
	5. Medical Malpractice	$200,000 per occurrence $800,000 in aggregate
X	6. Automobile liability	$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
	7. Umbrella liability/Excess Coverage	$2,000,000 BI & PD and PI
X	8. A copy of the specific additional insured endorsement naming Genesee County or a blanket additional insured endorsement must be attached to the certificate	
X	9. Other: Abuse/Molestation	$1,000,000 per occurrence
	10. A 30-day notice of cancellation or non-renewal is required for all policies	
	11. Builders Risk "All Risk" for all materials and equipment of this contract	
X	12. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	13. The Certificate must state bid number and title	
	**Additional coverage including excess liability, pollution and errors of omissions may be required Depending on the conditions of the building and processes to be utilized. Each NSP project is to be bid Separately, and each will require evaluation for possible risk exposure and additional insurance requirements	

Insurance Agent's Statement

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

_____ The above required policies carry the following deductibles:

_____

__X__ Liability policies are ***occurrence*** __X__ ***claims made*** _____

Helga Kautman
Insurance Agent

Helga Kautman
Signature

Prospective Contractor's Statement

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

Family Service Agency of Mid Michigan
Contractor

Signature

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CERTIFICATE OF LIABILITY INSURANCE

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	E-MAIL ADDRESS: Helga.Kautman@bbrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Family Service Agency of Mid-Michigan 1422 W Court Street Flint MI 48503	INSURER A: GuideOne Insurance Company	15032
	INSURER B: Accident Fund Insurance Company of America	10166
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	INSURER D:	
	INSURER E:	
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COVERAGES **CERTIFICATE NUMBER:** 24-25 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		CPP010041567	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ $1mil/$2mil
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		BAP010041568	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 2,500			UMB010041569	10/01/2024	10/01/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AF WCP 100081164	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C	D&O/EPLI-Claims Made Crime			PHSD1829719-001	10/01/2024	10/01/2025	D&O/EPLI Crime	$1,000,000 $2,000,000

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

RFP Title - Visually and Hearing-Impaired Programs and Services for Seniors - RFP #23-329. Genesee County is named as additional insured per endorsement CG2026 & CA2048 or its equivalent. Abusive Conduct Limits - Aggregate $1,000,000, Each Abusive Conduct $3,000,000, follows CPP010041567

CERTIFICATE HOLDER

Genesee County
1101 Beach Street, Room 379
Flint MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Helga Kautman

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PHYSICAL ABUSE OR SEXUAL MISCONDUCT LIMITS OF LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE SCHEDULE

Each Claim Limit	$	100,000
Aggregate Limit	$	300,000

The amounts shown in the above Schedule are the most we will pay for "claims expense" and those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", or "personal and advertising injury" arising out of, resulting from, or in connection with:

(1) Physical abuse or sexual misconduct, whether or not caused or committed by or at the instructions of, or at the direction of or negligence of you, any insured, any person, or any causes whatsoever;

(2) The failure by you, any insured or any person to suppress or prevent physical abuse or sexual misconduct;

(3) The failure to provide an environment safe from physical abuse or sexual misconduct, including but not limited to the failure to provide adequate security, or the failure to warn of the dangers of the environment which could contribute to physical abuse or sexual misconduct;

(4) The negligent employment, investigation, hiring, supervision, training, or retention of any person; or

(5) The use of any force to protect persons or property whether or not the injury was intended from the standpoint of the insured or committed by or at the direction of the insured.

Physical abuse or sexual misconduct may include, but are not limited to, assault, sexual abuse, sexual assault, intimidation, sexual harassment, verbal abuse, and any threatened harmful or offensive contact between two or more persons, whether or not caused or committed by or at the instructions of, or at the direction of or negligence of you, any insured, any person, or any causes whatsoever.

Any "Claims Expense" arising from any claim or "suit" to which this endorsement applies and incurred by us shall be included within the Limits of Insurance in the above Schedule and shall not be paid in addition to such Limits of Insurance. Our duty to defend any claim or "suit" or to pay any settlement or judgment or defense costs ends after we have paid our applicable Limits of Insurance as forth in the above Schedule. All "Claims expense" shall first be subtracted from the Limits of Insurance with the remainder, if any, being the amount available to pay damages. If the applicable Limit of Insurance is exhausted by the payment of settlements, judgments, awards and/or defense costs prior to final settlement, judgment or award, we shall have the right to withdraw from any further defense by tendering control of the defense of the "suit" to you. Any payments made under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** will reduce the Limits of Insurance.

"Claims expense" shall include investigations, adjustment and legal expenses, interests and fees, including court costs and premiums on bonds. "Claims expense" does not include salary charges of regular employees of the Company.

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, paragraph a. is deleted in its entirety and replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by one or more insureds even if the "bodily injury" or "property damage":

(1) Is of a different kind, quality, or degree than initially expected or intended; or

(2) Is sustained by a different person, entity, real or personal property than initially expected or intended.

The number of insureds covered by the Policy shall not operate to increase the applicable Limits of Insurance. A series of, related, repeated or continuous incidents of physical abuse or sexual misconduct shall be considered a single "claim" subject to one Limit of Insurance. We shall only be liable for those amounts payable as "damages" and/or fees, costs and expenses incurred in the defense of a "claim" or "suit" which are in excess of the applicable deductible stated in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

ABUSIVE CONDUCT LIABILITY COVERAGE FORM
POLICY DECLARATIONS

PLEASE READ THIS POLICY CAREFULLY.

Policy Number: PHPK2471089 Effective date: 10/01/2022
12:01 A.M. Standard Time

LIMITS OF INSURANCE:	
AGGREGATE LIMIT	$ 1,000,000
EACH ABUSIVE CONDUCT LIMIT	$ 1,000,000
DEDUCTIBLE:	$ NONE

BUSINESS DESCRIPTION:

Form of Business: NON PROFIT ORGANIZATION

Business Description: Non Profit Organization

PREMIUM: $ 1,175.00

FORMS AND ENDORSEMENTS (Other than Applicable Forms and Endorsements Shown Elsewhere in the Policy)
Forms and Endorsements Applying to this Coverage Part and Made Part of this Policy at Time of Issue:

SEE SCHEDULE ATTACHED

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NONPROFIT AND HUMAN SERVICES GENERAL LIABILITY ENDORSEMENT

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

1. Exclusion **a. Expected or Intended Injury** is deleted and replaced with:

   a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Paragraph **(2)** under Exclusion **g. Aircraft, Auto or Watercraft** is deleted and replaced with:

   (2) A watercraft that you do not own that is not being used to carry persons or property for a charge. This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to any insured whether primary, excess, or contingent.

3. Paragraph **(1)** under Exclusion **j. Damage To Property** is deleted and replaced with:

   (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your "client", in such case we will provide coverage for such "property damage" for which you are legally obligated to pay up to a $50,000 limit per "occurrence". This limit is the only limit of insurance for such "property damage" and will not be combined with the Each Occurrence Limit set for this in **Section III – Limits of Insurance** and will be included within and not in addition to the Each Occurrence Limit. Any and all damages paid under the terms and condition of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, and as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit. As used in this coverage extension, "client" means a person under your direct care and supervision, for whom you are providing goods or services.

4. The following is added to Paragraph **(2)** under Exclusion **b. Contractual Liability**:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Any Insured

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

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

e. Athletics Activities

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

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

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This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

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

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

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

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

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

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

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

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

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

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

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

   (2) "Employee" means:

   (a) Any natural person:

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

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

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

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

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

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

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"Employee" does not mean:

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

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

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

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

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

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

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

a. You determine that the "product recall" is necessary; or

b. An authorized government entity has ordered you to conduct a "product recall".

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

This payment will not reduce the limits of insurance.

E. Additional Exclusions

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

This insurance does not apply to:

1. Special Events Or Fundraising Events

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

a. Authorized and conducted by any insured;

b. Authorized by you and conducted on your behalf by others, including but not limited to an "employee", "temporary worker", "volunteer worker", member, trustee, director, licensee, subcontractor, independent contractor, or vendor.

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

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

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

2. Medical Or Healthcare Services

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

3. Medically Derived Injury

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

4. Violation Of Any Statute Or Regulation

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

5. Misconduct, Molestation Or Harassment

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

6. Professional Services

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

7. Statutory Enforcement

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

8. Guaranteeing Results

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

9. Abuse

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

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

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

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

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

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

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

2. The following is also an insured:

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

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

a. Engineers, Architects Or Surveyors

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

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

(1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

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

b. Owners Of Leased Land

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

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

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

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

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

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

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

d. Contractual Obligations

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

e. Manager Or Lessor Of Premises

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

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

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

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

With respect to the insurance afforded to these additional insureds:

(1) A person's or organization's status as an additional insured ends when their contract or agreement with you for such leased equipment ends; and

(2) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

g. Vendors

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

The insurance afforded the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

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(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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

(a) The exceptions contained in Subparagraphs **(4)** or **(6)**; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

h. Funding Source

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

(1) Their financial control of you, or

(2) Premises they own, maintain or control while you lease or occupy those premises. This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to lease or occupy those premises; or

(b) Structural alterations, new construction and demolition operations performed by or for that person or organization.

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

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

(1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures;

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(2) The construction, erection, or removal of elevators; or

(3) The ownership, maintenance, or use of any elevators covered by this insurance.

However,

(1) A person or organization is an additional insured under this provision only for that period of time required by the written contract;

(2) No such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and attached to the Commercial General Liability Coverage Form;

(3) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(4) The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

j. Medical Directors and Administrators

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

k. Home Care Providers

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

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

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

a. The limit of insurance required by the contract or agreement; or

b. The amount of coverage available under the applicable Limits of Insurance shown in the Declarations;

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

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

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

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought;

c. Persons or organizations making claims or bringing "suits" or

d. Policies involved.

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

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

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

3. Paragraph **7.** is deleted and replaced with:

   7. Subject to Paragraph **5.** above, the most we will pay under Coverage **C** will be the higher of $20,000 or the amount shown in the Declarations for the Medical Expense Limit, for all medical expenses because of "bodily injury"sustained by any one person.

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

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

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

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

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

1. Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, Subsection **(1)(a)(ii)** is replaced with the following if damage to premises rented to you is not otherwise excluded:

   ii. That is fire, lightning, explosion, smoke or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

2. Subsection **8. Transfer Of Rights Of Recovery Against Others To Us** is amended to include:

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

3. The following condition is added:

   10. Liberalization

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

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

1. Subsection **3.** "Bodily injury" is deleted and replaced with the following:

   3. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death of a person resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

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2. Subsection **4.** "Coverage territory"is deleted and replaced by the following:

   4. "Coverage territory" means anywhere in the world provided that the claim is made, and any "suit" that may arise therefrom is filed, within the United States of America (including its territories and possessions), Puerto Rico or Canada, unless further restricted by endorsement.

3. Paragraph **9.** "Insured Contract" subsection **a.** is replaced by the following:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while retained to you or temporarily occupied by you with permission of the owners is not an "insured contract"

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

   a. Subsection **b.** is deleted and replaced with the following:

      b. Malicious prosecution or abuse of process

   b. Subsection **h.** is added.

      h. "Personal and advertising injury" also means injury, including consequential "bodily injury", arising out of discrimination based on race, color, religion, sex, age or national origin, except when:

         (1) Done intentionally by or at the direction of, or with the knowledge or consent of:

            (a) Any insured; or

            (b) Any executive officer, director, stockholder, partner or member of the insured; or

         (2) Directly or indirectly related to the employment, former or prospective employment, termination of employment, demotion, failure to promote or application for employment of any person or persons by an insured; or

         (3) Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

         (4) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

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

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

   a. "Abuse" means any actual, threatened, or alleged act, error, omission, conduct or misconduct that a claim or "suit" alleges:

      (1) To be, or to constitute, any form of "abuse" (including but not limited to elder "abuse", child "abuse", patient "abuse" or "abuse" of a dependent person) under any applicable state or federal statute; and

      (2) Any non-sexual assault, non-sexual battery, or non-sexual "abuse" directed at a person; and

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

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However, "abuse" does not include employment-related "sexual harassment".

b. "Foster care services" means the provisions of personal care or training to a "foster child" including but is not limited to activities of any insured or of any "temporary worker", licensee, subcontractor, independent contractor, vendor or others in investigation, evaluation, counseling, treatment, training, material aid, supervision or monitoring of individuals or families, with respect to placement of a "foster child" as required by any Federal, State, or local code, regulation or ordinance.

c. "Foster child" means a child whose care and upbringing are entrusted to an adult other than the child's natural or adoptive parents.

d. "Medical or healthcare services" means any type of treatment or services provided for physical, mental, veterinary or dental care, including but not limited to:

(1) Any type or form of psychiatric counseling;

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

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

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

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

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

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

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

i. "Professional services" means any service that:

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

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

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

(a) Advice, guidance, or assistance;

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(b) Counseling;

(c) "Social work";

(d) Therapy;

(e) Daycare;

(f) "Foster care services"; and

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

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

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

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

(2) Interferes with any individual's job performance;

(3) Creates an intimidating, hostile or offensive working environment for any individual; or

(4) Arises out of or is related to an unlawful employment practice as codified at 42 U.S.C. § 2000e, et seq., or any similar state, municipal or local code, regulation or ordinance.

k. "Sexual misconduct or sexual molestation" means any activity which is sexual in nature (whether permitted or not permitted); and includes, but is not limited to: sexual assault, sexual battery, sexual relations, sexual acts, sexual activity, sexual handling, sexual massage, sexual exploitation, sexual exhibition, sexual stimulation, fondling, intimacy, exposure of sexual organs, lewd or lascivious behavior or indecent exposure, fornication, unauthorized touching, or the photographic, video or other reproduction of sexual activity.

However, "sexual misconduct or sexual molestation" does not include employment-related "sexual harassment".

l. "Social work" means any activities or methods of any insured or your "employees", agents, representatives, "volunteer workers", "temporary workers", licensees, subcontractors, independent contractors, vendors or others providing social services, including but not limited to:

(1) Investigation, treatment, or material aid for the economically, physically, mentally, or socially disadvantaged, or anyone else; and

(2) Activities such as child welfare, community physical or mental health, adoption services, personal counseling services, recreational activities, temporary housing or shelters or other similar activities.

m. "Special Event" means a sporting, cultural, business or other type of unique activity, in a certain place occurring during a limited or fixed interval of time (one-time, annual) and presented to a live audience brought together to watch or to participate. "Special events" include, but are not limited to, street fairs, music festivals, revenue generating or public relations activities, regardless of the location or relationship to the operations of any insured.

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GuideVantage℠ Auto Enhancement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

Following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. This summary identifies the maximum amount of coverage for each coverage extension shown below. For complete details on coverage, refer to the actual provisions of this endorsement and the entire policy.

Liability Coverage Extensions		**Included or Limit of Insurance**
A.	Who Is An Insured-Broadened	
	Additional Insured by Contract or Agreement	Included
	Board Members	Included
	Newly Acquired Entities	Included
	Employees as Insureds	Included
	Lessor of Leased Autos	Included
B.	Supplementary Payments Coverage Extensions	
	Bail Bonds	$5,000
	Loss of Earnings	$500 per day
C.	Fellow Employee Coverage	Included
Physical Damage Coverage Extensions		**Included or Limit of Insurance**
A.	Towing	$100 per disablement
B.	Glass Repair – No Deductible	Included
C.	Transportation Expenses	$100 per day/$2,000 maximum
D.	Hired Auto Physical Damage-Loss of Use	$100 per day/$1,000 maximum
E.	Rental Reimbursement	$100 per day for 30 days
F.	Personal Effects Coverage	$500
G.	Hired Auto Physical Damage	ACV/Cost to Repair or Replace/$50,000
H.	Safety Equipment Coverage	$500
I.	Vehicle Return Coverage	$500
J.	Lock Recalibration	$1,000
K.	Auto Loan / Lease Gap	Included
L.	Accidental Airbag Discharge	Included
M.	Electronic Equipment – Broadened Coverage	$1,000
N.	Original Equipment Manufacturer (OEM) Parts Replacement	Included
O.	Physical Damage Deductible With Vehicle Tracking System Exception	Included
Business Auto Conditions		**Included**
A.	Blanket Waiver of Subrogation	Included
B.	Two Or More Coverage Forms Or Policies Issued By Us	Included

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Coverage extensions under this endorsement only apply in the event that no other specific coverage for these extensions are provided under this policy. If such specific coverage apply, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted in this endorsement.

LIABILITY COVERAGE EXTENSIONS

A. WHO IS AN INSURED – BROADENED

Paragraph **A.1.c.** of Section **II** – Covered Autos Liability Coverage is replaced by the following:

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. In addition:

(1) Any person or organization is included as an additional "insured" when you have agreed in a written contract or agreement to include such person or organization as an additional "insured".

(2) Such person or organization is an additional "insured" only to the extent such person or organization is liable for "bodily injury" or "property damage" because of the conduct of an "insured" under Paragraphs **a.** or **b.** under Paragraph **A.1.** Who Is An Insured of Section **II** – Covered Autos Liability Coverage, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

The following are added to Paragraph **A.1.** Who Is An Insured of Section **II** – Covered Autos Liability Coverage:

d. Board Members

When any symbol is indicated in the Declarations for Liability Coverage, board members (or their spouses) while renting an "auto" while conducting business for the insured.

e. Newly Acquired Entities

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company or any organization excluded either by this Coverage Part or by endorsement, and over which you maintain ownership or majority interest of more than 50 percent will qualify as a Named Insured. However:

(1) This insurance does not apply to any newly acquired or formed organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Coverage under this provision does not apply to "bodily injury", "property damage", expense or "loss" that occurred before you acquired or formed the organization.

(3) Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

f. Employees as Insureds

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

g. Lessor of Leased Autos

The lessor of a "leased auto" is an "insured" only for "bodily injury" or "property damage" resulting from the covered acts or omissions by:

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(1) You;

(2) Any of your "employees" or agents; or

(3) Any person, except the lessor or any "employee" or agent of the lessor, while operating a "leased auto" with the permission of any of the above.

Any "leased auto" identified in the policy schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

The coverages provided under this endorsement applies to any "leased auto" identified in the policy schedule until the expiration date of the lease, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

For the purposes of this coverage endorsement, "leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a written leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

B. SUPPLEMENTARY PAYMENTS COVERAGE EXTENSIONS

Paragraphs **A.2.a.(2)** and **A.2.a.(4)** of Section **II** – Covered Autos Liability Coverage are replaced by the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. FELLOW EMPLOYEE COVERAGE

Paragraph **B.5.** Fellow Employee exclusion of Section **II** – Covered Autos Liability Coverage does not apply.

PHYSICAL DAMAGE COVERAGE EXTENSIONS

A. TOWING

Paragraph **A.2.** Towing of Section **III** – Physical Damage Coverage is replaced by the following:

We will pay up to $100 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. No deductible applies to this coverage.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

B. GLASS REPAIR

The following is added to Paragraph **A.3.** Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles of Section **III** – Physical Damage Coverage:

No deductible applies to a "loss" for glass used in the windshield or windows if such glass is repaired rather than replaced.

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C. TRANSPORTATION EXPENSES

Paragraph **A.4.a.** Transportation Expenses of Section **III** – Physical Damage Coverage is replaced by the following:

We will pay up to $100 per day, subject to a maximum limit of $2,000, for temporary transportation expenses incurred by you because of the total theft of a covered "auto." We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

It is agreed and understood and it is our stated intent that expenses incurred by you under the Transportation Expenses Coverage Extension will not also be covered or paid under the Rental Reimbursement coverage provided by this endorsement or any rental reimbursement coverage added by separate endorsement to this policy.

D. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE

The Limit of Insurance in Paragraph **A.4.b.** Loss of Use Expenses of Section **III** – Physical Damage Coverage is increased to $100 per day to a maximum of $1,000.

E. RENTAL REIMBURSEMENT

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** – Physical Damage Coverage:

c. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto", subject to the following provisions:

(1) Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

(2) No deductible applies to this coverage.

(3) We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following number of days:

(a) The number of days when the covered "auto" has been repaired or replaced; or

(b) 30 days.

(4) Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred.

(b) The maximum rental expenses indicated below:

(i) $100 for any one day; or

(ii) $3,000 because of "loss" to any one covered "auto".

(5) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

We will pay only for those covered "autos" for which you carry Collision Coverage, Comprehensive or Specified Causes of Loss Coverage.

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F. PERSONAL EFFECTS COVERAGE

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** – Physical Damage Coverage:

d. We will pay up to $500 per person for theft of personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of the total theft of your covered "auto". No deductible applies to this coverage. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

G. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** – Physical Damage Coverage:

e. If hired "autos" are covered "autos" for Covered Autos Liability Coverage and if Physical Damage Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, rent, hire or borrow from someone other than your "employees", partners or members of their households subject to the following:

(1) The most we will pay in any one "loss" is the lesser of:

(a) The actual cash value of the "auto";

(b) The cost to repair or replace the "auto"; or

(c) $50,000.

(2) Paragraph **(1)** above is subject to a deductible. The deductible shall be equal to the amount of the highest deductible applicable for that coverage to any owned "auto".

No deductible will apply to "loss" caused by fire or lightning.

(3) Hired Auto Physical Damage Coverage is subject to the following:

(a) If symbol 8 is shown in the Covered Auto section of the Declarations page for any of the Physical Damage coverages, then the Hired Auto Physical Damage coverage described in this endorsement does not apply.

(b) Other than indicated in Paragraph **(a)** directly above, coverage provided under this provision will be excess over any other collectible insurance or coverage.

H. SAFETY EQUIPMENT COVERAGE

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** – Physical Damage Coverage:

f. We will pay up to $500 per "loss" toward the replacement or recharging of any of the following safety equipment that is stolen, discharged, or destroyed while secured on or in your covered "auto."

(1) First aid kits;

(2) Fire extinguishers;

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(3) Flashlights;

(4) Flares;

(5) Portable reflectors; and

(6) Child safety seats.

Payment under this coverage will be considered primary with respect to other available insurance coverage. We will pay only for those covered "autos" for which you carry Collision Coverage, Comprehensive or Specified Causes of Loss Coverage.

I. VEHICLE RETURN COVERAGE

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** – Physical Damage Coverage:

g. In addition to the reasonable expenses incurred to protect your covered "auto" from further damage, we will pay up to $500 toward the cost of returning your covered "auto" to the location where it is usually garaged; if

(1) The "auto" has been stolen and is recovered more than 50 miles from the location where it is usually garaged; or

(2) The "auto" is disabled through physical damage, other than collision, more than 50 miles from the location where it is usually garaged.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. In addition, if symbol 2 or symbol 7 is entered next to the Physical Damage Collision coverage on the Declarations, then this coverage will apply to your covered "auto" that is disabled by collision more than 50 miles from where it is usually garaged.

J. LOCK RECALIBRATION

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** – Physical Damage Coverage:

h. We will pay up to $1,000 for the recalibration of all professionally installed ignitions or locks in your "autos" that you undertake due to an act of theft, attempted theft or vandalism. This coverage will only apply if the recalibration is done within 10 days of discovery of such act of theft, attempted theft or vandalism.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

K. AUTO LOAN/LEASE GAP COVERAGE

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** – Physical Damage Coverage:

i. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

(1) The amount paid under the Physical Damage Coverage; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

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(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; or

(e) Carry-over balances from previous loans or leases.

We will pay only for those covered "autos" for which you carry Collision Coverage, Comprehensive or Specified Causes of Loss Coverage.

L. ACCIDENTAL AIRBAG DISCHARGE

Paragraph **B.3.a.** of Section **III** – Physical Damage Coverage is replaced by the following:

a. Wear and tear, freezing, mechanical or electrical breakdown.

However, this exclusion does not apply to accidental discharge of an airbag. This coverage is excess over any other collectible insurance or warranty providing such airbag coverage. We will pay only for those covered "autos" for which you carry Collision Coverage, Comprehensive or Specified Causes of Loss Coverage.

M. ELECTRONIC EQUIPMENT – BROADENED COVERAGE

Paragraph **B.4.c.** of Section **III** – Physical Damage Coverage is replaced by the following:

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

This exclusion does not apply to any global positioning system, navigation system or telematics unit. The most we will pay for all "loss" to any global positioning system, navigation system or telematics unit as a result of any one "accident" is the lessor of:

(1) The actual cash value of the damaged or stolen property at the time of the "loss";

(2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

(3) $1,000.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage

N. ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS REPLACEMENT

The following is added to Paragraph **C.1.** of Section **III** – Physical Damage Coverage:

However, if the covered "auto" has less than 20,000 miles on its odometer, we will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new original equipment manufacturer (OEM) replacement parts, but only if the damaged parts cannot be repaired.

O. PHYSICAL DAMAGE DEDUCTIBLE WITH VEHICLE TRACKING SYSTEMS EXCEPTION

Paragraph **D.** Deductible of Section **III** – Physical Damage Coverage is replaced by the following:

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D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations:

1. Does not apply to "loss" caused by fire or lightning; and

2. Will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a radio frequency tracking device and that device was the method of recovery of the vehicle.

BUSINESS AUTO CONDITIONS

A. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **A.5.** Transfer of Rights of Recovery Against Other To Us of Section **IV** – Business Auto Conditions:

However, we waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

a. Such written contract or agreement was:

(1) Made prior to the "accident" or "loss" resulting in the covered "bodily injury" or "property damage"; and

(2) Was in effect at the time of the covered "bodily injury" or "property damage".

b. The covered "bodily injury" or "property damage" must arise out of the operations specified in such written contract or agreement.

c. At our request you must provide us with a copy of the aforementioned written contract or agreement.

B. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

The following is added to Paragraph **B.8.** of Section **IV** – Business Auto Conditions:

If a "loss" covered under this Coverage Part also involves a "loss" to another property from the same "accident", which is covered under a Commercial Property Coverage Part or Inland Marine Coverage Part issued by us or any other member company of ours for you, only the highest deductible applicable to those coverages will be applied to the "accident".

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Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2061 **Agenda Date:** 8/13/2025 **Agenda #:** 27.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of a contract between Genesee County and Family Services Agency of Mid-Michigan, in an amount not to exceed $300,000.00, to Transportation with Liasian services for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.021

BOARD ACTION REQUESTED:

Approval of a contract between Genesee County and Family Services Agency of Mid-Michigan in an amount not to exceed $300,000.00 to Transportation with Liasian services for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.021.

BACKGROUND:

This is the annual contract that allows the service providers to receive funding for approved budgeted monthly expenses from the Genesee County Senior Millage. RFP #25-328

DISCUSSION:

The Family Services Agency is a non-profit service provider that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. # 2231-691.00-883.021.

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of

seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 Service Provider Contract between Genesee County and Family Services Agency of Mid-Michigan, whereby the contractor will provide Transportation with Liasian Services to county residents who are 60 years of age or older for the term commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed $300,000.00 to be paid from account #2231-691.00-883.021, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

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? New for FY 2025-2026

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.

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

FAMILY SERVICE AGENCY OF MID MICHIGAN
1422 West Court Street
Flint, Michigan 48503

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") # 23-328 for a Program of Services titled **"Senior Medical Transportation with a Liaison Program"** (hereinafter referred to as "Services") and

Whereas, the CONTRACTOR submitted a Proposal in response to RFP # 23-328 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 Medical Transportation with a Liaison Services funded by Senior Citizen Services 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 # 23-328 and Addenda ("the RFP"), and in CONTRACTOR'S Proposal in response to RFP # 23-328 ("Proposal"), which are hereby incorporated into this Contract by reference and included as Attachments A respectively, and in CONTRACTOR'S budget, included as Attachment C 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 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 $250.00 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 B, 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 the 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. 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. 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 D 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 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 D 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 one additional one year 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 $300,000.00 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, GCOSS, 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 # 23-328 and Addenda and CONTRACTOR'S Response to RFP
Attachment B: 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 C: Approved Budget FY – 2025 - 2026
Attachment D: 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.

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 CONTRATOR 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 B 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 B.

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 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

$300,000.00 The Contractor's projected budget for the Initial Term of this Contract is attached in Attachment C. If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension 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 B of this Contract. Prompt reimbursement shall be contingent upon full contractual compliance and the 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.

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	**FAMILY SERVICE AGENCY OF MID MICHIGAN**
By: Delrico Loyd, Chairperson Genesee County Board of Commissioners	By: Brooke Gow 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

(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 who called seeking services.

Total number of rides completed this month.

Total number clients denied transportation this month.

Total number of calls during this fiscal year.

Total number of rides completed during this fiscal year.

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 Excel document with 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

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number / Confirmation of Payment
ADMINISTRATION EXPENDITURES			
SUBTOTAL - ADMINISTRATION	$ -		
PROGRAMMING EXPENDITURES			
SUBTOTAL - PROGRAMMING	$ -		

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number -- Confirmation of Payment
OPERATIONS EXPENDITURES			
SUBTOTAL - OPERATIONS	$ -		

EQUIPMENT PURCHASES EXPENDITURES			
SUBTOTAL - EQUIPMENT	$ -		
TOTAL MONTHLY EXPENDITURES	$ -		
TOTAL MONTHLY REIMBURSEMENT REQUEST	$ -		

Senior Millage Service Providers
Client Addresses

Month & Year: _____

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/A/C/H /NA/U)	VETERAN (Y/N)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										

Attachment C

(Budget FY 2025 -2026)

Name of Center: FSA Senior Medical Transport	FY 2024-2025 Senior Millage Budget	Proposed FY 2025-2026 Budget Expenditures - Senior Millage
ADMINISTRATION		
Salaries – Administrative		
Brooke Gow		$ 31,500.00
Brittiny Lavoy		$ 12,612.60
Salaries – Program Director	$ 50,400.00	$ 52,916.00
Salaries - Program Asst	$ 23,870.00	$ 34,835.00
Salaries - Drivers	$ 103,194.00	$ 108,353.00
Fringes -- Employer FICA	$ 13,576.00	$ 18,377.00
Fringes – Medical	$ 20,000.00	$ 20,263.90
Fringes – Life/Dis	$ 7,950.00	$ 1,703.10
SUBTOTAL	$ 218,990.00	$ 280,560.60
PROGRAMMING		
Special Projects / Events	$ -	
Volunteer Expenses	$ -	$ -
SUBTOTAL	$ -	$ -
OPERATIONS		
Facility Maintenance	$ 10,000.00	$ -
Admin Overhead	$ 46,010.00	$ -
Equipment Maintenance	$ -	$ -
Grounds Maintenance	$ -	$ -
Insurances & Bonds	$ -	$ -
Legal Services	$ -	$ -
Memberships / Publications	$ -	$ -
Office Supplies	$ -	$ -
Operating Supplies	$ -	$ -
Audit	$ -	$ 2,700.00
Finance Director	$ -	$ 8,280.00
Phone/ Fax/ Internet/ Web Services	$ -	$ -
Vehicle Maintenance / Insurance	$ 75,000.00	$ 8,459.40
Outreach	$ -	$ -
		$ -
SUBTOTAL	**$ 131,010.00**	**$ 19,439.40**
EQUIPMENT PURCHASES		
	$ -	$ -
	$ -	$ -
SUBTOTAL	$ -	$ -
TOTAL AWARD EXPENDITURES	**$ 350,000.00**	**$ 300,000.00**
Unit Rate(if applicable)		**$**

Attachment D

(MIOSHA Part 554 Bloodborne Infectious Diseases Standards and Regulations)

https://www.michigan.gov/mpsc/-/media/Project/Websites/leo/Documents/MIOSHA5/CIS_WSH_part554.pdf?rev=7c4ff438364e448197580417953c2088&hash=9799444AE5977FD015A81D9ADFC29D50

(Genesee County Travel Regulations)

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

GENESEE COUNTY
SENIOR SERVICES

Insurance Information
Family Service Agency

1101 Beach Street Room 100 Flint MI 48502 (810) 424-4478

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: RFP:25-444 –Guardianship and Conservatorship Services

Coverage Required		Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	$500,000 accidental/disease $1,000,000 policy limit, disease Including Premises/Operations
X	3. General Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
X	4. Professional Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including errors and omissions
	5. Medical Malpractice	$200,000 per occurrence $800,000 in aggregate
X	6. Automobile liability	$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
	7. Umbrella liability/Excess Coverage	$1,000,000 BI & PD and PI
X	8. Genesee County named as an additional insured on other than worker' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
X	9. Other Insurance Required: Cyber Liability, Crime/Third party Theft, Abuse and Molestation	
X	10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	11. The Certificate must state proposal number and title 24-395	

Insurance Agent's Statement

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

___X__ The above required policies carry the following deductibles:

_____

_____ Liability policies are **occurrence __X___ claims made _____**

_Alera Group_____

Insurance Agent Signature

Prospective Contractor's Statement

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

Family Service Agency of Mid Michigan _____

Contractor Signature

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown Insurance Services, Inc.
111 S. Leroy St.
Ste 205
Fenton MI 48430

CONTACT NAME: Helga Kautman, CISR
PHONE (A/C, No, Ext): (810) 629-1566 **FAX (A/C, No):** (810) 629-7738
E-MAIL ADDRESS: Helga.Kautman@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GuideOne Insurance Company	15032
INSURER B : Accident Fund Insurance Company of America	10166
INSURER C : Philadelphia Indemnity Insurance Company	18058
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Family Service Agency of Mid-Michigan
1422 W Court Street
Flint MI 48503

COVERAGES **CERTIFICATE NUMBER:** 24-25 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		CPP010041567	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ $1mil/$2mil
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		BAP010041568	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 2,500			UMB010041569	10/01/2024	10/01/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AF WCP 100081164	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	D&O/EPLI-Claims Made Crime			PHSD1829719-001	10/01/2024	10/01/2025	D&O/EPLI Crime	$1,000,000 $2,000,000

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

RFP Title: Guardianship Convervatorship RFP#19-174. Genesee County is named as additional insured per endorsement CG2026 (04- 13) or its equivalent, under the General Liability and Auto Liability Policies - symbol 1 any auto, symbol 8 hired auto, symbol 9 non-owned auto coverage.

CERTIFICATE HOLDER
Genesee County
1101 Beach St., Rm 379
Flint MI 48502

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Helga Kautman

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Helga Kautman, CISR	
Brown & Brown Insurance Services, Inc. 111 S. Leroy St. Ste 205 Fenton MI 48430	PHONE (A/C, No, Ext): (810) 629-1566 FAX (A/C, No): (810) 629-7738 E-MAIL ADDRESS: Helga.Kautman@bbrown.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : GuideOne Insurance Company	15032
INSURED Family Service Agency of Mid-Michigan 1422 W Court Street Flint MI 48503	INSURER B : Accident Fund Insurance Company of America	10166
	INSURER C : Philadelphia Indemnity Insurance Company	18058
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24-25 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		CPP010041567	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ $1mil/$2mil
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BAP010041568	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION $ 2,500			UMB010041569	10/01/2024	10/01/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AF WCP 100081164	01/01/2024	01/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	D&O/EPLI-Claims Made Crime			PHSD1829719-001	10/01/2024	10/01/2025	D&O/EPLI Crime	$1,000,000 $2,000,000

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

CPP010041567Abuse & Molestation $1mil/$3mil Limits

Proposal Number and title - 22-286 Guardianship & Conservatorship Services
Genesee County is named as additional insured per endorsement CG2026 (04-13) or its equivalent.

CERTIFICATE HOLDER

Genesee County
1101 Beach Street, Rm 379
Flint MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Helga Kautman

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GENESEE COUNTY INSURANCE CHECKLIST

Professional Service Contract: RFP:23-328 – Senior Medical Transportation with a Liaison

Coverage Required		Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	$100,000 accidental/disease $500,000 policy limit, disease
X	3. General Liability	$1,000,000 per occurrence with $2,000,000 aggregate including Products/Completed Operations and Contractual Liability and Premises/operations
	4. Professional Liability	$1,000,000 per occurrence with $2,000,000 aggregate including errors and omissions
	5. Medical Malpractice	$200,000 per occurrence $800,000 in aggregate
X	6. Automobile liability	$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
	7. Umbrella liability/Excess Coverage	$2,000,000 BI & PD and PI
X	8. A copy of the specific additional insured endorsement naming Genesee County or a blanket additional insured endorsement must be attached to the certificate	
X	9. Other: Abuse/Molestation	$1,000,000 per occurrence
	10. A 30-day notice of cancellation or non-renewal is required for all policies	
	11. Builders Risk "All Risk" for all materials and equipment of this contract	
X	12. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	13. The Certificate must state bid number and title	
	**Additional coverage including excess liability, pollution and errors of omissions may be required Depending on the conditions of the building and processes to be utilized. Each NSP project is to be bid Separately, and each will require evaluation for possible risk exposure and additional insurance requirements	

Insurance Agent's Statement

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

_____ The above required policies carry the following deductibles:

_____

__X__ Liability policies are ***occurrence*** ____ ***claims made*** __X__

Helga Kautman
Insurance Agent

Helga Kautman
Signature

Prospective Contractor's Statement

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

Family Service Agency of Mid Michigan
Contractor

Signature

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2024

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PRODUCER	**CONTACT NAME:** Helga Kautman, CISR
Brown & Brown Insurance Services, Inc. 111 S. Leroy St. Ste 205 Fenton MI 48430	**PHONE (A/C, No, Ext):** (810) 629-1566 **FAX (A/C, No):** (810) 629-7738 **E-MAIL ADDRESS:** Helga.Kautman@bbrown.com
INSURED Family Service Agency of Mid-Michigan 1422 W Court Street Flint MI 48503	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** GuideOne Insurance Company — 15032 **INSURER B:** Accident Fund Insurance Company of America — 10166 **INSURER C:** Philadelphia Indemnity Insurance Company — 18058 **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 24-25 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		CPP010041567	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ $1mil/$2mil
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		BAP010041568	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 2,500			UMB010041569	10/01/2024	10/01/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AF WCP 100081164	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C	D&O/EPLI-Claims Made Crime			PHSD1829719-001	10/01/2024	10/01/2025	D&O/EPLI Crime	$1,000,000 $2,000,000

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

RFP Title - Senior Medical Transportation with a Liasion. RFP #23-328. Genesee County is named as additional insued per endorsement CG2026 & CA2048 or its equivalent. Abusive Conduct Limits - Aggregate $3,000,000, Each Abusive Conduct $1,000,000 follows CPP010041567.

CERTIFICATE HOLDER

Genesee County
1101 Beach Street, Room 379
Flint MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Helga Kautman

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GENESEE COUNTY INSURANCE CHECKLIST

Professional Service Contract: RFP:23-329 – Visually and Hearing-Impaired Programs and Services for Seniors

Coverage Required		Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	$100,000 accidental/disease $500,000 policy limit, disease
X	3. General Liability	$1,000,000 per occurrence with $2,000,000 aggregate including Products/Completed Operations and Contractual Liability and Premises/operations
X	4. Professional Liability	$1,000,000 per occurrence with $2,000,000 aggregate including errors and omissions
	5. Medical Malpractice	$200,000 per occurrence $800,000 in aggregate
X	6. Automobile liability	$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
	7. Umbrella liability/Excess Coverage	$2,000,000 BI & PD and PI
X	8. A copy of the specific additional insured endorsement naming Genesee County or a blanket additional insured endorsement must be attached to the certificate	
X	9. Other: Abuse/Molestation	$1,000,000 per occurrence
	10. A 30-day notice of cancellation or non-renewal is required for all policies	
	11. Builders Risk "All Risk" for all materials and equipment of this contract	
X	12. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	13. The Certificate must state bid number and title	
	**Additional coverage including excess liability, pollution and errors of omissions may be required Depending on the conditions of the building and processes to be utilized. Each NSP project is to be bid Separately, and each will require evaluation for possible risk exposure and additional insurance requirements	

Insurance Agent's Statement

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

_____ The above required policies carry the following deductibles:

_____

__X__ Liability policies are ***occurrence*** __X__ ***claims made*** _____

Helga Kautman
Insurance Agent

Helga Kautman
Signature

Prospective Contractor's Statement

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

Family Service Agency of Mid Michigan
Contractor

Signature

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2024

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INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Family Service Agency of Mid-Michigan 1422 W Court Street Flint MI 48503	INSURER A: GuideOne Insurance Company	15032
	INSURER B: Accident Fund Insurance Company of America	10166
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	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 24-25 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		CPP010041567	10/01/2024	10/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
							Professional Liability	$ $1mil/$2mil
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		BAP010041568	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 2,500			UMB010041569	10/01/2024	10/01/2025	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below			AF WCP 100081164	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	D&O/EPLI-Claims Made Crime			PHSD1829719-001	10/01/2024	10/01/2025	D&O/EPLI Crime	$1,000,000 $2,000,000

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

RFP Title - Visually and Hearing-Impaired Programs and Services for Seniors - RFP #23-329. Genesee County is named as additional insured per endorsement CG2026 & CA2048 or its equivalent. Abusive Conduct Limits - Aggregate $1,000,000, Each Abusive Conduct $3,000,000, follows CPP010041567

CERTIFICATE HOLDER

Genesee County
1101 Beach Street, Room 379
Flint MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PHYSICAL ABUSE OR SEXUAL MISCONDUCT LIMITS OF LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE SCHEDULE

Each Claim Limit	$	100,000
Aggregate Limit	$	300,000

The amounts shown in the above Schedule are the most we will pay for "claims expense" and those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", or "personal and advertising injury" arising out of, resulting from, or in connection with:

(1) Physical abuse or sexual misconduct, whether or not caused or committed by or at the instructions of, or at the direction of or negligence of you, any insured, any person, or any causes whatsoever;

(2) The failure by you, any insured or any person to suppress or prevent physical abuse or sexual misconduct;

(3) The failure to provide an environment safe from physical abuse or sexual misconduct, including but not limited to the failure to provide adequate security, or the failure to warn of the dangers of the environment which could contribute to physical abuse or sexual misconduct;

(4) The negligent employment, investigation, hiring, supervision, training, or retention of any person; or

(5) The use of any force to protect persons or property whether or not the injury was intended from the standpoint of the insured or committed by or at the direction of the insured.

Physical abuse or sexual misconduct may include, but are not limited to, assault, sexual abuse, sexual assault, intimidation, sexual harassment, verbal abuse, and any threatened harmful or offensive contact between two or more persons, whether or not caused or committed by or at the instructions of, or at the direction of or negligence of you, any insured, any person, or any causes whatsoever.

Any "Claims Expense" arising from any claim or "suit" to which this endorsement applies and incurred by us shall be included within the Limits of Insurance in the above Schedule and shall not be paid in addition to such Limits of Insurance. Our duty to defend any claim or "suit" or to pay any settlement or judgment or defense costs ends after we have paid our applicable Limits of Insurance as forth in the above Schedule. All "Claims expense" shall first be subtracted from the Limits of Insurance with the remainder, if any, being the amount available to pay damages. If the applicable Limit of Insurance is exhausted by the payment of settlements, judgments, awards and/or defense costs prior to final settlement, judgment or award, we shall have the right to withdraw from any further defense by tendering control of the defense of the "suit" to you. Any payments made under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** will reduce the Limits of Insurance.

"Claims expense" shall include investigations, adjustment and legal expenses, interests and fees, including court costs and premiums on bonds. "Claims expense" does not include salary charges of regular employees of the Company.

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, paragraph a. is deleted in its entirety and replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by one or more insureds even if the "bodily injury" or "property damage":

(1) Is of a different kind, quality, or degree than initially expected or intended; or

(2) Is sustained by a different person, entity, real or personal property than initially expected or intended.

The number of insureds covered by the Policy shall not operate to increase the applicable Limits of Insurance. A series of, related, repeated or continuous incidents of physical abuse or sexual misconduct shall be considered a single "claim" subject to one Limit of Insurance. We shall only be liable for those amounts payable as "damages" and/or fees, costs and expenses incurred in the defense of a "claim" or "suit" which are in excess of the applicable deductible stated in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

ABUSIVE CONDUCT LIABILITY COVERAGE FORM
POLICY DECLARATIONS

PLEASE READ THIS POLICY CAREFULLY.

Policy Number: PHPK2471089 Effective date: 10/01/2022
12:01 A.M. Standard Time

LIMITS OF INSURANCE:	
AGGREGATE LIMIT	$ 1,000,000
EACH ABUSIVE CONDUCT LIMIT	$ 1,000,000
DEDUCTIBLE:	$ NONE

BUSINESS DESCRIPTION:

Form of Business: NON PROFIT ORGANIZATION

Business Description: Non Profit Organization

PREMIUM: $ 1,175.00

FORMS AND ENDORSEMENTS (Other than Applicable Forms and Endorsements Shown Elsewhere in the Policy)
Forms and Endorsements Applying to this Coverage Part and Made Part of this Policy at Time of Issue:

SEE SCHEDULE ATTACHED

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NONPROFIT AND HUMAN SERVICES GENERAL LIABILITY ENDORSEMENT

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

1. Exclusion **a. Expected or Intended Injury** is deleted and replaced with:

   a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Paragraph **(2)** under Exclusion **g. Aircraft, Auto or Watercraft** is deleted and replaced with:

   (2) A watercraft that you do not own that is not being used to carry persons or property for a charge. This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to any insured whether primary, excess, or contingent.

3. Paragraph **(1)** under Exclusion **j. Damage To Property** is deleted and replaced with:

   (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your "client", in such case we will provide coverage for such "property damage" for which you are legally obligated to pay up to a $50,000 limit per "occurrence". This limit is the only limit of insurance for such "property damage" and will not be combined with the Each Occurrence Limit set for this in **Section III – Limits of Insurance** and will be included within and not in addition to the Each Occurrence Limit. Any and all damages paid under the terms and condition of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, and as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit. As used in this coverage extension, "client" means a person under your direct care and supervision, for whom you are providing goods or services.

4. The following is added to Paragraph **(2)** under Exclusion **b. Contractual Liability**:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Any Insured

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

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

e. Athletics Activities

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

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

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This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

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

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

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

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

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

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

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

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

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

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

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

   (2) "Employee" means:

   (a) Any natural person:

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

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

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

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

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

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

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"Employee" does not mean:

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

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

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

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

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

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

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

a. You determine that the "product recall" is necessary; or

b. An authorized government entity has ordered you to conduct a "product recall".

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

This payment will not reduce the limits of insurance.

E. Additional Exclusions

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

This insurance does not apply to:

1. Special Events Or Fundraising Events

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

a. Authorized and conducted by any insured;

b. Authorized by you and conducted on your behalf by others, including but not limited to an "employee", "temporary worker", "volunteer worker", member, trustee, director, licensee, subcontractor, independent contractor, or vendor.

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

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

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

2. Medical Or Healthcare Services

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

3. Medically Derived Injury

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

4. Violation Of Any Statute Or Regulation

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

5. Misconduct, Molestation Or Harassment

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

6. Professional Services

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

7. Statutory Enforcement

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

8. Guaranteeing Results

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

9. Abuse

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

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

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

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

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

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

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

2. The following is also an insured:

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

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

a. Engineers, Architects Or Surveyors

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

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

(1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

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

b. Owners Of Leased Land

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

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

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

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

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

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

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

d. Contractual Obligations

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

e. Manager Or Lessor Of Premises

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

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

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

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

With respect to the insurance afforded to these additional insureds:

(1) A person's or organization's status as an additional insured ends when their contract or agreement with you for such leased equipment ends; and

(2) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

g. Vendors

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

The insurance afforded the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

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(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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

(a) The exceptions contained in Subparagraphs **(4)** or **(6)**; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

h. Funding Source

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

(1) Their financial control of you, or

(2) Premises they own, maintain or control while you lease or occupy those premises. This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to lease or occupy those premises; or

(b) Structural alterations, new construction and demolition operations performed by or for that person or organization.

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

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

(1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures;

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(2) The construction, erection, or removal of elevators; or

(3) The ownership, maintenance, or use of any elevators covered by this insurance.

However,

(1) A person or organization is an additional insured under this provision only for that period of time required by the written contract;

(2) No such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and attached to the Commercial General Liability Coverage Form;

(3) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(4) The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

j. Medical Directors and Administrators

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

k. Home Care Providers

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

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

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

a. The limit of insurance required by the contract or agreement; or

b. The amount of coverage available under the applicable Limits of Insurance shown in the Declarations;

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

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

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

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought;

c. Persons or organizations making claims or bringing "suits" or

d. Policies involved.

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

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

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

3. Paragraph **7.** is deleted and replaced with:

   7. Subject to Paragraph **5.** above, the most we will pay under Coverage **C** will be the higher of $20,000 or the amount shown in the Declarations for the Medical Expense Limit, for all medical expenses because of "bodily injury"sustained by any one person.

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

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

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

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

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

1. Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, Subsection **(1)(a)(ii)** is replaced with the following if damage to premises rented to you is not otherwise excluded:

   ii. That is fire, lightning, explosion, smoke or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

2. Subsection **8. Transfer Of Rights Of Recovery Against Others To Us** is amended to include:

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

3. The following condition is added:

   10. Liberalization

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

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

1. Subsection **3.** "Bodily injury" is deleted and replaced with the following:

   3. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death of a person resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

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2. Subsection **4.** "Coverage territory"is deleted and replaced by the following:

   4. "Coverage territory" means anywhere in the world provided that the claim is made, and any "suit" that may arise therefrom is filed, within the United States of America (including its territories and possessions), Puerto Rico or Canada, unless further restricted by endorsement.

3. Paragraph **9.** "Insured Contract" subsection **a.** is replaced by the following:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while retained to you or temporarily occupied by you with permission of the owners is not an "insured contract"

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

   a. Subsection **b.** is deleted and replaced with the following:

      b. Malicious prosecution or abuse of process

   b. Subsection **h.** is added.

      h. "Personal and advertising injury" also means injury, including consequential "bodily injury", arising out of discrimination based on race, color, religion, sex, age or national origin, except when:

         (1) Done intentionally by or at the direction of, or with the knowledge or consent of:

            (a) Any insured; or

            (b) Any executive officer, director, stockholder, partner or member of the insured; or

         (2) Directly or indirectly related to the employment, former or prospective employment, termination of employment, demotion, failure to promote or application for employment of any person or persons by an insured; or

         (3) Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

         (4) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

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

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

   a. "Abuse" means any actual, threatened, or alleged act, error, omission, conduct or misconduct that a claim or "suit" alleges:

      (1) To be, or to constitute, any form of "abuse" (including but not limited to elder "abuse", child "abuse", patient "abuse" or "abuse" of a dependent person) under any applicable state or federal statute; and

      (2) Any non-sexual assault, non-sexual battery, or non-sexual "abuse" directed at a person; and

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

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However, "abuse" does not include employment-related "sexual harassment".

b. "Foster care services" means the provisions of personal care or training to a "foster child" including but is not limited to activities of any insured or of any "temporary worker", licensee, subcontractor, independent contractor, vendor or others in investigation, evaluation, counseling, treatment, training, material aid, supervision or monitoring of individuals or families, with respect to placement of a "foster child" as required by any Federal, State, or local code, regulation or ordinance.

c. "Foster child" means a child whose care and upbringing are entrusted to an adult other than the child's natural or adoptive parents.

d. "Medical or healthcare services" means any type of treatment or services provided for physical, mental, veterinary or dental care, including but not limited to:

(1) Any type or form of psychiatric counseling;

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

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

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

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

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

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

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

i. "Professional services" means any service that:

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

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

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

(a) Advice, guidance, or assistance;

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(b) Counseling;

(c) "Social work";

(d) Therapy;

(e) Daycare;

(f) "Foster care services"; and

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

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

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

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

(2) Interferes with any individual's job performance;

(3) Creates an intimidating, hostile or offensive working environment for any individual; or

(4) Arises out of or is related to an unlawful employment practice as codified at 42 U.S.C. § 2000e, et seq., or any similar state, municipal or local code, regulation or ordinance.

k. "Sexual misconduct or sexual molestation" means any activity which is sexual in nature (whether permitted or not permitted); and includes, but is not limited to: sexual assault, sexual battery, sexual relations, sexual acts, sexual activity, sexual handling, sexual massage, sexual exploitation, sexual exhibition, sexual stimulation, fondling, intimacy, exposure of sexual organs, lewd or lascivious behavior or indecent exposure, fornication, unauthorized touching, or the photographic, video or other reproduction of sexual activity.

However, "sexual misconduct or sexual molestation" does not include employment-related "sexual harassment".

l. "Social work" means any activities or methods of any insured or your "employees", agents, representatives, "volunteer workers", "temporary workers", licensees, subcontractors, independent contractors, vendors or others providing social services, including but not limited to:

(1) Investigation, treatment, or material aid for the economically, physically, mentally, or socially disadvantaged, or anyone else; and

(2) Activities such as child welfare, community physical or mental health, adoption services, personal counseling services, recreational activities, temporary housing or shelters or other similar activities.

m. "Special Event" means a sporting, cultural, business or other type of unique activity, in a certain place occurring during a limited or fixed interval of time (one-time, annual) and presented to a live audience brought together to watch or to participate. "Special events" include, but are not limited to, street fairs, music festivals, revenue generating or public relations activities, regardless of the location or relationship to the operations of any insured.

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GuideVantage℠ Auto Enhancement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

Following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. This summary identifies the maximum amount of coverage for each coverage extension shown below. For complete details on coverage, refer to the actual provisions of this endorsement and the entire policy.

Liability Coverage Extensions		**Included or Limit of Insurance**
A.	Who Is An Insured-Broadened	
	Additional Insured by Contract or Agreement	Included
	Board Members	Included
	Newly Acquired Entities	Included
	Employees as Insureds	Included
	Lessor of Leased Autos	Included
B.	Supplementary Payments Coverage Extensions	
	Bail Bonds	$5,000
	Loss of Earnings	$500 per day
C.	Fellow Employee Coverage	Included
Physical Damage Coverage Extensions		**Included or Limit of Insurance**
A.	Towing	$100 per disablement
B.	Glass Repair – No Deductible	Included
C.	Transportation Expenses	$100 per day/$2,000 maximum
D.	Hired Auto Physical Damage-Loss of Use	$100 per day/$1,000 maximum
E.	Rental Reimbursement	$100 per day for 30 days
F.	Personal Effects Coverage	$500
G.	Hired Auto Physical Damage	ACV/Cost to Repair or Replace/$50,000
H.	Safety Equipment Coverage	$500
I.	Vehicle Return Coverage	$500
J.	Lock Recalibration	$1,000
K.	Auto Loan / Lease Gap	Included
L.	Accidental Airbag Discharge	Included
M.	Electronic Equipment – Broadened Coverage	$1,000
N.	Original Equipment Manufacturer (OEM) Parts Replacement	Included
O.	Physical Damage Deductible With Vehicle Tracking System Exception	Included
Business Auto Conditions		**Included**
A.	Blanket Waiver of Subrogation	Included
B.	Two Or More Coverage Forms Or Policies Issued By Us	Included

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Coverage extensions under this endorsement only apply in the event that no other specific coverage for these extensions are provided under this policy. If such specific coverage apply, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted in this endorsement.

LIABILITY COVERAGE EXTENSIONS

A. WHO IS AN INSURED – BROADENED

Paragraph **A.1.c.** of Section **II** – Covered Autos Liability Coverage is replaced by the following:

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. In addition:

(1) Any person or organization is included as an additional "insured" when you have agreed in a written contract or agreement to include such person or organization as an additional "insured".

(2) Such person or organization is an additional "insured" only to the extent such person or organization is liable for "bodily injury" or "property damage" because of the conduct of an "insured" under Paragraphs **a.** or **b.** under Paragraph **A.1.** Who Is An Insured of Section **II** – Covered Autos Liability Coverage, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

The following are added to Paragraph **A.1.** Who Is An Insured of Section **II** – Covered Autos Liability Coverage:

d. Board Members

When any symbol is indicated in the Declarations for Liability Coverage, board members (or their spouses) while renting an "auto" while conducting business for the insured.

e. Newly Acquired Entities

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company or any organization excluded either by this Coverage Part or by endorsement, and over which you maintain ownership or majority interest of more than 50 percent will qualify as a Named Insured. However:

(1) This insurance does not apply to any newly acquired or formed organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Coverage under this provision does not apply to "bodily injury", "property damage", expense or "loss" that occurred before you acquired or formed the organization.

(3) Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

f. Employees as Insureds

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

g. Lessor of Leased Autos

The lessor of a "leased auto" is an "insured" only for "bodily injury" or "property damage" resulting from the covered acts or omissions by:

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(1) You;

(2) Any of your "employees" or agents; or

(3) Any person, except the lessor or any "employee" or agent of the lessor, while operating a "leased auto" with the permission of any of the above.

Any "leased auto" identified in the policy schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

The coverages provided under this endorsement applies to any "leased auto" identified in the policy schedule until the expiration date of the lease, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

For the purposes of this coverage endorsement, "leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a written leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

B. SUPPLEMENTARY PAYMENTS COVERAGE EXTENSIONS

Paragraphs **A.2.a.(2)** and **A.2.a.(4)** of Section **II** – Covered Autos Liability Coverage are replaced by the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. FELLOW EMPLOYEE COVERAGE

Paragraph **B.5.** Fellow Employee exclusion of Section **II** – Covered Autos Liability Coverage does not apply.

PHYSICAL DAMAGE COVERAGE EXTENSIONS

A. TOWING

Paragraph **A.2.** Towing of Section **III** – Physical Damage Coverage is replaced by the following:

We will pay up to $100 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. No deductible applies to this coverage.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

B. GLASS REPAIR

The following is added to Paragraph **A.3.** Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles of Section **III** – Physical Damage Coverage:

No deductible applies to a "loss" for glass used in the windshield or windows if such glass is repaired rather than replaced.

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C. TRANSPORTATION EXPENSES

Paragraph **A.4.a.** Transportation Expenses of Section **III** – Physical Damage Coverage is replaced by the following:

We will pay up to $100 per day, subject to a maximum limit of $2,000, for temporary transportation expenses incurred by you because of the total theft of a covered "auto." We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

It is agreed and understood and it is our stated intent that expenses incurred by you under the Transportation Expenses Coverage Extension will not also be covered or paid under the Rental Reimbursement coverage provided by this endorsement or any rental reimbursement coverage added by separate endorsement to this policy.

D. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE

The Limit of Insurance in Paragraph **A.4.b.** Loss of Use Expenses of Section **III** – Physical Damage Coverage is increased to $100 per day to a maximum of $1,000.

E. RENTAL REIMBURSEMENT

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** – Physical Damage Coverage:

c. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto", subject to the following provisions:

(1) Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

(2) No deductible applies to this coverage.

(3) We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following number of days:

(a) The number of days when the covered "auto" has been repaired or replaced; or

(b) 30 days.

(4) Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred.

(b) The maximum rental expenses indicated below:

(i) $100 for any one day; or

(ii) $3,000 because of "loss" to any one covered "auto".

(5) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

We will pay only for those covered "autos" for which you carry Collision Coverage, Comprehensive or Specified Causes of Loss Coverage.

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F. PERSONAL EFFECTS COVERAGE

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** – Physical Damage Coverage:

d. We will pay up to $500 per person for theft of personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of the total theft of your covered "auto". No deductible applies to this coverage. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

G. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** – Physical Damage Coverage:

e. If hired "autos" are covered "autos" for Covered Autos Liability Coverage and if Physical Damage Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, rent, hire or borrow from someone other than your "employees", partners or members of their households subject to the following:

(1) The most we will pay in any one "loss" is the lesser of:

(a) The actual cash value of the "auto";

(b) The cost to repair or replace the "auto"; or

(c) $50,000.

(2) Paragraph **(1)** above is subject to a deductible. The deductible shall be equal to the amount of the highest deductible applicable for that coverage to any owned "auto".

No deductible will apply to "loss" caused by fire or lightning.

(3) Hired Auto Physical Damage Coverage is subject to the following:

(a) If symbol 8 is shown in the Covered Auto section of the Declarations page for any of the Physical Damage coverages, then the Hired Auto Physical Damage coverage described in this endorsement does not apply.

(b) Other than indicated in Paragraph **(a)** directly above, coverage provided under this provision will be excess over any other collectible insurance or coverage.

H. SAFETY EQUIPMENT COVERAGE

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** – Physical Damage Coverage:

f. We will pay up to $500 per "loss" toward the replacement or recharging of any of the following safety equipment that is stolen, discharged, or destroyed while secured on or in your covered "auto."

(1) First aid kits;

(2) Fire extinguishers;

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(3) Flashlights;

(4) Flares;

(5) Portable reflectors; and

(6) Child safety seats.

Payment under this coverage will be considered primary with respect to other available insurance coverage. We will pay only for those covered "autos" for which you carry Collision Coverage, Comprehensive or Specified Causes of Loss Coverage.

I. VEHICLE RETURN COVERAGE

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** – Physical Damage Coverage:

g. In addition to the reasonable expenses incurred to protect your covered "auto" from further damage, we will pay up to $500 toward the cost of returning your covered "auto" to the location where it is usually garaged; if

(1) The "auto" has been stolen and is recovered more than 50 miles from the location where it is usually garaged; or

(2) The "auto" is disabled through physical damage, other than collision, more than 50 miles from the location where it is usually garaged.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. In addition, if symbol 2 or symbol 7 is entered next to the Physical Damage Collision coverage on the Declarations, then this coverage will apply to your covered "auto" that is disabled by collision more than 50 miles from where it is usually garaged.

J. LOCK RECALIBRATION

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** – Physical Damage Coverage:

h. We will pay up to $1,000 for the recalibration of all professionally installed ignitions or locks in your "autos" that you undertake due to an act of theft, attempted theft or vandalism. This coverage will only apply if the recalibration is done within 10 days of discovery of such act of theft, attempted theft or vandalism.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

K. AUTO LOAN/LEASE GAP COVERAGE

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** – Physical Damage Coverage:

i. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

(1) The amount paid under the Physical Damage Coverage; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

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(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; or

(e) Carry-over balances from previous loans or leases.

We will pay only for those covered "autos" for which you carry Collision Coverage, Comprehensive or Specified Causes of Loss Coverage.

L. ACCIDENTAL AIRBAG DISCHARGE

Paragraph **B.3.a.** of Section **III** – Physical Damage Coverage is replaced by the following:

a. Wear and tear, freezing, mechanical or electrical breakdown.

However, this exclusion does not apply to accidental discharge of an airbag. This coverage is excess over any other collectible insurance or warranty providing such airbag coverage. We will pay only for those covered "autos" for which you carry Collision Coverage, Comprehensive or Specified Causes of Loss Coverage.

M. ELECTRONIC EQUIPMENT – BROADENED COVERAGE

Paragraph **B.4.c.** of Section **III** – Physical Damage Coverage is replaced by the following:

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

This exclusion does not apply to any global positioning system, navigation system or telematics unit. The most we will pay for all "loss" to any global positioning system, navigation system or telematics unit as a result of any one "accident" is the lessor of:

(1) The actual cash value of the damaged or stolen property at the time of the "loss";

(2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

(3) $1,000.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage

N. ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS REPLACEMENT

The following is added to Paragraph **C.1.** of Section **III** – Physical Damage Coverage:

However, if the covered "auto" has less than 20,000 miles on its odometer, we will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new original equipment manufacturer (OEM) replacement parts, but only if the damaged parts cannot be repaired.

O. PHYSICAL DAMAGE DEDUCTIBLE WITH VEHICLE TRACKING SYSTEMS EXCEPTION

Paragraph **D.** Deductible of Section **III** – Physical Damage Coverage is replaced by the following:

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D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations:

1. Does not apply to "loss" caused by fire or lightning; and

2. Will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a radio frequency tracking device and that device was the method of recovery of the vehicle.

BUSINESS AUTO CONDITIONS

A. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **A.5.** Transfer of Rights of Recovery Against Other To Us of Section **IV** – Business Auto Conditions:

However, we waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

a. Such written contract or agreement was:

(1) Made prior to the "accident" or "loss" resulting in the covered "bodily injury" or "property damage"; and

(2) Was in effect at the time of the covered "bodily injury" or "property damage".

b. The covered "bodily injury" or "property damage" must arise out of the operations specified in such written contract or agreement.

c. At our request you must provide us with a copy of the aforementioned written contract or agreement.

B. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

The following is added to Paragraph **B.8.** of Section **IV** – Business Auto Conditions:

If a "loss" covered under this Coverage Part also involves a "loss" to another property from the same "accident", which is covered under a Commercial Property Coverage Part or Inland Marine Coverage Part issued by us or any other member company of ours for you, only the highest deductible applicable to those coverages will be applied to the "accident".

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Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2062 **Agenda Date:** 8/13/2025 **Agenda #:** 28.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of a contract between Genesee County and Legal Services of Eastern Michigan, in an amount not to exceed $329,000.00, to provide Legal Services to eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.024

BOARD ACTION REQUESTED:

Approval of a contract between Genesee County and Legal Services of Eastern Michigan in an amount not to exceed $329,000.00 to provide Legal Services to eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.024.

BACKGROUND:

This is the annual contract that allows the service providers to receive funding for approved budgeted monthly expenses from the Genesee County Senior Millage. RFP #25-360

DISCUSSION:

Legal Services of Eastern Michigan is a non-profit service provider that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. # 2231-691.00-883.024

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of

seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 Service Provider Contract between Genesee County and Legal Services of Eastern Michigan, whereby the contractor will provide Legal Services to county residents who are 60 years of age or older for the term commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed $329,000.00 to be paid from account #2231-691.00-883.024, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee Count.

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? New for FY 2025-2026

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.

CONTRACT BETWEEN

THE COUNTY OF GENESEE
Acting By and Through
Genesee County Department of Senior Services ("GCODSS")
324 South Saginaw Street, Suite 7A
Flint, Michigan 48502

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

and

LEGAL SERVICES OF EASTERN MICHIGAN
436 South Saginaw Street
Flint, Michigan 48502

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

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

Whereas, the COUNTY and the CONTRACTOR previously entered into a Contract for a Program of Services titled **"Legal Services for Senior Citizens"** (hereinafter referred to as "Services"), and

Whereas, the COUNTY elects to exercise its option as provided for in the Request for Proposals to which the CONTRACTOR responded, by extending the Contract for a second year; and

Whereas, the parties agree to enter into the Contract for the continued provision of Services as 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 Legal Services for Senior Citizens 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 # 24-360 and Addenda ("the RFP"), and in CONTRACTOR'S Proposal in response to RFP # 24-360 ("Proposal"), which are hereby incorporated into this Contract by reference and included as Attachments A and B, 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 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 $250.00 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 Office of Senior Services to do the background checks at no charge for the OPERATING ENTITY. See Attachment C. Proof of performance of the required background check shall be submitted to the Office 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 C. 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 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. Will offer to provide monthly visits to all Genesee County Senior Citizen Centers (currently 16) to provide education, legal advice and representation and outreach on legal issues relevant to senior citizens.

17. 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.

18.. 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

19. 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 up to one (1) additional one year term (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 $ 329,000.00 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 # 24-360 and Addenda and CONTRACTOR'S Response to RFP
Attachment B: 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 C: Approved Budget FY – 2025 - 2026
Attachment D: 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 Office 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 CONTRATOR 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 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 $48.11 per one-hour unit of service delivery for this Contract, with a recommended maximum reimbursement total of $ 27,416.66 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 the 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 C.

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	**LEGAL SERVICES OF EASTERN MICHIGAN**
_____	_____
By: James Avery, Chairperson Genesee County Board of Commissioners	By: JILL L. NYLANDER 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

(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: _____

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/A/C/H /NA/U)	VETERAN (Y/N)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										

Attachment C

(Budget FY 2025 – 2026)

Name of Center:	FY 2024-2025 Senior Millage Budget	Proposed FY 2025-2026 Budget Expenditures - Senior Millage
ADMINISTRATION		
Salaries – Administrative	$ -	$ -
Salaries – Support Staff	$ 209,920.00	$ 209,920.00
Fringes -- Employer FICA	$ 16,058.88	$ 16,058.88
Fringes – Medical	$ 42,341.00	$ 32,684.00
Fringes – Other	$ 15,066.12	$ 24,723.12
SUBTOTAL	$ 283,386.00	$ 283,386.00
PROGRAMMING		
Special Projects / Events	$ -	
Volunteer Expenses	$ -	$ -
SUBTOTAL	$ -	$ -
OPERATIONS		
Facility Maintenance	$ 17,408.00	$ 17,408.00
	$ -	$ -
Equipment Maintenance	$ -	$ -
Grounds Maintenance	$ -	$ -
Insurances & Bonds	$ -	$ -
Legal Services	$ -	$ -
Memberships / Publications	$ -	$ -
Office Supplies	$ 7,742.00	$ 7,742.00
Operating Supplies	$ -	$ -
Postage	$ -	$ -
Administrative Costs	$ 5,223.00	$ 5,223.00
Phone/ Fax/ Internet/ Web Services	$ 10,296.00	$ 10,296.00
Vehicle Maintenance / Insurance	$ 2,171.00	$ 2,171.00
Professional Development	$ 2,546.00	$ 2,546.00
		$ -
SUBTOTAL	**$ 45,386.00**	**$ 45,386.00**
EQUIPMENT PURCHASES		
	$ -	$ -
	$ -	$ -
SUBTOTAL	$ -	$ -
TOTAL AWARD EXPENDITURES	**$ 328,772.00**	**$ 328,772.00**
Unit Rate(if applicable)		**$ 51.75**

Attachment D

(MIOSHA Part 554 Bloodborne Infectious Diseases Standards and Regulations)

https://www.michigan.gov/mpsc/-/media/Project/Websites/leo/Documents/MIOSHA5/CIS_WSH_part554.pdf?rev=7c4ff438364e448197580417953c2088&hash=9799444AE5977FD015A81D9ADFC29D50

(Genesee County Travel Regulations)

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

GENESEE COUNTY
SENIOR SERVICES

Insurance Information
Legal Services of Eastern Michigan

1101 Beach Street Room 100 Flint MI 48502 (810) 424-4478

DOCUMENT D

GENESEE COUNTY INSURANCE REQUIREMENTS

Prospective Vendor's Acknowledgement

I have reviewed the insurance requirements listed in the attached sample contract and will comply in full if awarded the contract.

Jill A. Nunn
Contractor Signature

4/2/24
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Nikole Howle	
Brown & Brown Insurance Services, Inc. 350 Three Meadows Drive Perrysburg OH 43551	PHONE (A/C, No, Ext): (855) 581-1076	FAX (A/C, No): (239) 308-9005
	E-MAIL ADDRESS: Nikole.Howle@bbrown.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Accident Fund National Insurance Company	12304
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Legal Services Of Eastern MI
436 S SAGINAW ST
FLINT MI 48502-1812

COVERAGES **CERTIFICATE NUMBER:** CL2491951591 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AFWCP100055485	09/01/2024	09/01/2025	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

REL State Bid Number & Title: RFP 22-300

CERTIFICATE HOLDER

Genesee County
1101 Beach Street
Flint MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Teresa Lipe	
Security First Insurance Agency	PHONE (A/C, No, Ext): (810) 732-5800	FAX (A/C, No):
P.O. Box 321070	E-MAIL ADDRESS: TLipe@teamsfi.net	
Flint MI 48532	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
INSURED	INSURER B :	
Legal Services of Eastern Michigan, Inc.	INSURER C :	
436 S. Saginaw Street	INSURER D :	
	INSURER E :	
Flint MI 48502	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL24121794512 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	EPP 0305799	01/24/2025	01/24/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			EPP 0305799	01/24/2025	01/24/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Certificate Holder Named As Additional Insured Designated Person or Organization - Form CG2026 04 13

Automatic Additional Insured - State Or Governmental Agency - Form GA227
Primary and Non-Contributory - Form GA227
Blanket Waiver of Subrogation - Form GA227

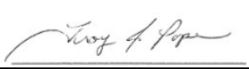
CERTIFICATE HOLDER

Genesee County
1101 Beach St
Flint MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Client#: 9518 LEGASER45

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Acrisure **2750 Killarney Dr, Suite 202** **Woodbridge, VA 22192-4124**	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Legal Services Of Eastern Michigan **436 S. Saginaw Street** **Flint, MI 48502**	INSURER A : **Underwriters at Lloyd's London**	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	**Legal Profes**			**2434171034**	**09/01/2024**	**09/01/2025**	**$1,000,000/$2,000,000**	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Title RFP 22-300

CERTIFICATE HOLDER

Genesee County
1101 Beach St
Flint, MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Laurie S. Calanni

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
GENESEE COUNTY 1101 BEACH ST FLINT, MI 48502-1428
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. **Limit Of Insurance**

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B.** Limits Of Insurance, **3.** Damage To Premises Rented To You of this endorsement.

4. **Supplementary Payments**

Under **Section I - Supplementary Payments - Coverages A and B:**

a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B.** Limits Of Insurance, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B.** Limits Of Insurance, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. **180 Day Coverage For Newly Formed Or Acquired Organizations**

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

6. **Waiver Of Subrogation**

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agree-

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ment, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

7. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **7.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **7.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **7.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **7.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of

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the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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

a) The exceptions contained in Paragraphs **(c)(i)4)** or **6)** of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

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Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **7.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

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

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph **7.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **7.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **7.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

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

(1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **7.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

(2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

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Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2063 **Agenda Date:** 8/13/2025 **Agenda #:** 29.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of a contract between Genesee County and Michigan Community Services, Inc., in an amount not to exceed $120,000.00, to provide Adult Day Care Services for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.027

BOARD ACTION REQUESTED:

Approval of a contract between Genesee County and Michigan Community Services, Inc. in an amount not to exceed $120,000.00 to provide Adult Day Care Services for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.027.

BACKGROUND:

This is the annual contract that allows the service providers to receive funding for approved budgeted monthly expenses from the Genesee County Senior Millage. RFP #25-443

DISCUSSION:

Michigan Community Services Inc., is a non-profit service provider that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. # 2231-691.00-883.027.

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of

seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 Service Provider Contract between Genesee County and Michigan Community Services, Inc, whereby the contractor will provide Adult Day Care Services to county residents who are 60 years of age or older for the term commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed $120,000.00 to be paid from account #2231-691.00-883.027, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

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? New for FY 2025-2026

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.

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 $250.00 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 CONTRATOR 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: _____

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/A/C/H /NA/U)	VETERAN (Y/N)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										

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 Infectious Diseases Standards and Regulations)

https://www.michigan.gov/mpsc/-/media/Project/Websites/leo/Documents/MIOSHA5/CIS_WSH_part554.pdf?rev=7c4ff438364e448197580417953c2088&hash=9799444AE5977FD015A81D9ADFC29D50

(Genesee County Travel Regulations)

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

GENESEE COUNTY
SENIOR SERVICES

Insurance Information
Michigan Community Services, Inc.

1101 Beach Street Room 100 Flint MI 48502 (810) 424-4478

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: RFP:25-443 –Adult Day Care Services

Coverage Required		Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	$500,000 accidental/disease $1,000,000 policy limit, disease Including Premises/Operations
X	3. General Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
X	4. Professional Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including errors and omissions
	5. Medical Malpractice	$200,000 per occurrence $800,000 in aggregate
X	6. Automobile liability	$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
X	7. Umbrella liability/Excess Coverage	$1,000,000 BI & PD and PI
X	8. Genesee County named as an additional insured on other than worker' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
X	9. Other Insurance Required: Cyber Liability, Crime/Third-party Theft, Abuse and Molestation	
X	10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	11. The Certificate must state proposal number and title 24-395	

Insurance Agent's Statement

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

X The above required policies carry the following deductibles:

NONE - ZERO

X Liability policies are occurrence X claims made ____

Rosemarie Palmer — Insurance Agent

Signature — 4/1/25

Prospective Contractor's Statement

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

Michigan Community Services, Inc. — 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.

Client#: 7676 MICHICOMM

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Rosemarie Rager	
AssuredPartners Michigan, LLC 3099 Biddle Ave Wyandotte, MI 48192 734 283-1400	PHONE (A/C, No, Ext): 734 283-1400	FAX (A/C, No):
	E-MAIL ADDRESS: Rose.Rager@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Ins Company	18058
INSURED Michigan Community Services, Inc. P.O. Box 317 Swartz Creek, MI 48473	INSURER B : Michigan Assisted Living Association	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2613818007	11/01/2024	11/01/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X $1M/$3M Prof Liab						MED EXP (Any one person)	$20,000
	X $1M/$3M Abuse Liab						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	X OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2613818007	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB885624017	11/01/2024	11/01/2025	EACH OCCURRENCE	$7,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$7,000,000
	DED X RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WCX01900609	10/01/2024	10/01/2025	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

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

The Certificate Holder is added as an Additional Insured as respects to General Liability, Professional Liability and Automobile Liability where required by written contract. Requested Umbrella Additional Insured follows the underlying Commercial Package Additional Insured provided. RFP Title: Respite Service Provider RFP#: 25-443 Adult Day Care Services.

CERTIFICATE HOLDER

Genesee County
1101 Beach Street
Flint, MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RRAGE

Client#: 7676 MICHICOMM

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/01/2025

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PRODUCER	CONTACT NAME: Rosemarie Rager
AssuredPartners Michigan, LLC 3099 Biddle Ave Wyandotte, MI 48192 734 283-1400	PHONE (A/C, No, Ext): 734 283-1400 FAX (A/C, No): E-MAIL ADDRESS: Rose.Rager@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Michigan Community Services, Inc.
P.O. Box 317
Swartz Creek, MI 48473

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Commercial Crime			J06373148	11/01/2024	11/01/2025	***SEE BELOW***	

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

CRIME: Employee Theft; Premises; Transit; Forgery; Computer Fraud; Funds Transfer Fraud; Money Orders & Counterfeit Currency; Credit Card Fraud; Client are each $1,000,000; Expense Limit $50,000; Social Engineering Fraud Limit $50,000.

Genesee County RFP#: 25-443 Adult Day Care Services

CERTIFICATE HOLDER

Genesee County
1101 Beach Street
Flint, MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Client#: 7676 MICHICOMM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

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AssuredPartners Michigan, LLC 3099 Biddle Ave Wyandotte, MI 48192 734 283-1400	PHONE (A/C, No, Ext): 734 283-1400	FAX (A/C, No):
	E-MAIL ADDRESS: Rose.Rager@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Ins Company	18058
INSURED Michigan Community Services, Inc. P.O. Box 317 Swartz Creek, MI 48473	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Cyber Liability			PHSD1821575002	11/01/2024	11/01/2025	***SEE BELOW***	

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

CYBER LIABILITY: Loss of Digital Assets $1,000,000; Non-Physical Business Interruption and Extra Expense $1,000,000; Cyber Extortion Threat $1,000,000; Security Event Costs $1,000,000; Network Security and Privacy Liability $1,000,000; Employee Privacy Liability $1,000,000; Electronic Media Liability $1,000,000; Cyber Terrorism $1,000,000; Policy Aggregate $1,000,000; Customer Notification Expenses Sublimit $1,000,000; Public

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Genesee County 1101 Beach Street Flint, MI 48502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Relations Expenses Sublimit $1,000,000; Special Expenses Aggregate $1,000,000.

Genesee County RFP#: 25-443 Adult Day Care Services

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
County of Genesee, Genesee County Metropolitan Planning Commission Genesee County Admin. Bldg. Room 223
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Genesee County Office of Senior Services
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended by adding the following:

The following are also "insureds":

Any person or organization for whom you are required by an "insured contract" to procure "bodily injury" or "property damage" liability insurance arising out of the operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

1. The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own;

2. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;

3. Anyone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours;

4. Anyone other than your "employees," partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees," while moving property to or from a covered "auto"; or

5. A partner (if you are a partnership), or a member (if you are a limited liability company) for covered "auto" owned by him or her or a member of his or her household.

B. The "insured contract" must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage".

C. This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that "insured", whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.

D. There is no coverage provided to this person or organization for "bodily injury" to its employees or for "property damage" to its property.

E. Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.

F. The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".

G. A person's or organization's status as an "insured" under this endorsement ends when your operations for that "insured" are completed.

H. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any "insured," or to procure insurance.

I. The following additional exclusions apply:

The insurance afforded to any person or organization as an "insured" under this endorsement does not apply to "loss":

1. Which occurs prior to the date your contract is effective with such person or organization;

2. Arising out of the sole negligence of any person or organization that would not be an "insured" except for this endorsement; or

3. Which occurs after you returned the leased or rented "auto" to the lessor or the policy period ends, whichever occurs first.

Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2064 **Agenda Date:** 8/13/2025 **Agenda #:** 30.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of a contract between Genesee County and St. Luke's NEW Life Center, in an amount not to exceed $210,00.00, to provide Lawn Care and Snow Maintenance for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.025

BOARD ACTION REQUESTED:

Approval of a contract between Genesee County and St. Luke's NEW Life Center in an amount not to exceed $210,00.00 to provide Lawn Care and Snow Maintenance for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.025.

BACKGROUND:

This is the annual contract that allows the service providers to receive funding for approved budgeted monthly expenses from the Genesee County Senior Millage.

DISCUSSION:

The St. Luke's NEW Life Center is a non-profit service provider that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. # 2231-691.00-883.025

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of

seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 Service Provider Contract between Genesee County and the St. Luke N.E.W. LIFE CENTER, INC., whereby the contractor will provide Lawn Care and Snow Maintenance Services to county residents who are 60 years of age or older for the term commencing October 1, 2025, through September 30, 2026, at a cost not to exceed $210,000.00 to be paid from account #2231-691.00-883.025, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

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? New for FY 2025-2026

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 324 South Saginaw Street, Suite 7A Flint, Michigan 48502 (the "County"), and **St. Luke N.E.W. LIFE CENTER, INC.** a **Michigan Nonprofit Corporation**, whose principal place of business is located at **3115 Lawndale Ave. Flint MI 48504** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commenced on **10/01/2025** and was effective through **09/30/2026** (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").

The County elects to exercise its option noted above by extending the Contract for a second year. The term of the new contract will commence on **10/01/2025** and is effective through **09/30/2026**

2. Scope of Work

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

3. Compensation

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed **$210,000.00**. The Contractor's projected budget for the Initial Term of this Contract is attached as Exhibit D (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. 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 **Lynn M. Radzilowski, Senior Services Director** (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.

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. 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 unless such purchase is clearly identified in a line item in Contractor's Budget.

9.2 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.

9.3 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.

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, sexuality, 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, 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 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.

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 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.

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.

13.5 Reporting Requirements

Contractor will provide the County with monthly reports using the formats provided in Exhibit C. These reports are due by the 21st day of each month. Monthly reports should be completed fully in order to receive payment. Reporting does require Monthly Invoices, support documentation, receipts, employee time sheets, and address reports. Contractor will also provide, on a monthly basis, a compilation of copies of

the Client Satisfaction Surveys providing information similar to that in the sample survey form found in Attachment C.

14. Identity Theft Prevention

14.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

14.2 For the purposes of this Paragraph, “identifying information” means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver’s license number, taxpayer identification number, or routing code.

15. Insurance Requirements and Indemnification

The Contractor 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.

15.1 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.

15.2 Indemnification

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

16. Independent Contractor

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

17. General Provisions

17.1 Entire Contract

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

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – The Insurance Checklist

17.1.4. Exhibit C – Reporting Forms and Surveys

17.1.5. Exhibit D – The Contractor's Budget FY 2025 - 2026

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

17.2 No Assignment

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

17.3 Modification

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

17.4 Binding Effect

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

17.5 Headings

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

17.6 Governing Law and Venue

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

17.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

17.8 Severability and Survival

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

17.9 Interpretation

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

17.10 Remedies

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

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

St. Luke N.E.W LIFE CENTER	COUNTY OF GENESEE
By:_____	By:_____
Sr. Carol Weber	Delrico Loyd, Chairperson
Executive Director	Board of County Commissioners
Date:_____	Date:_____

EXHIBIT A
Description of the Services
Lawn and Snow Maintenance for Seniors

As our senior citizen population continues to grow and live independently in their homes, the need for specialized home services becomes increasingly important. Recognizing this demand, we propose a dedicated service aimed at enhancing the quality of life and safety for Genesee County residents aged 60 and older.

Service Overview: Our service focuses on maintaining the exterior of seniors' homes throughout the year, ensuring both functional and aesthetic upkeep. The service includes:

1. **Lawn Care:**
    - Regular mowing of homeowners' lawns to maintain a neat appearance and accessibility.
    - Weed Whipping, edging and maintenance around sidewalks, driveways, garden beds, and around the living space for a polished look.
2. **Tree and Shrub Maintenance:**
    - Trimming and pruning of trees and branches to promote healthy growth and prevent hazards. Must be able to reach Branches from the ground.
    - Hedge and shrub trimming to maintain shape and visibility. (Generally done twice a season (Early Summer and Late Fall)
3. **Seasonal Clean-Up:**
    - Spring and fall clean-up to remove debris, leaves, and prepare the yard for the upcoming season.
4. **Snow Maintenance:**
    - Snow clearing from driveways, front porches, and walkways during winter to ensure safe access.
    - Provision of salt for seniors to independently salt their walkways and driveways as needed during winter.

Contract Partnership: This initiative operates under a partnership arrangement designed to cater exclusively to the needs of senior residents in Genesee County. The lawn and snow maintenance crew, overseen by a dedicated supervisor, adheres to a comprehensive plan outlined by the St. Luke’s N.E.W. Life Center lawn care program. This ensures consistent quality of service and adherence to set expectations and guidelines.

Purpose: The primary goal of our service is to support seniors in maintaining a safe and comfortable living environment. By providing reliable and professional lawn and snow maintenance, we aim to enhance their independence, promote community well-being, and alleviate the burden of exterior home upkeep.

Conclusion: In conclusion, our tailored lawn and snow maintenance service for seniors in Genesee County addresses critical needs for home care, ensuring that older adults can continue to enjoy their homes with peace of mind. This initiative not only enhances the aesthetic appeal of neighborhoods but also contributes to the overall health and safety of our senior community members

EXHIBIT B
Insurance Checklist

GENESEE COUNTY INSURANCE CHECKLIST

Professional Service Contract: RFP: – St. Luke's NEW Life Center- Lawn and Snow Maintenance

Coverage Required		Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	$100,000 accidental/disease $500,000 policy limit, disease
X	3. General Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including Products/Completed Operations and Contractual Liability and Premises/operations
X	4. Professional Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including errors and omissions
	5. Medical Malpractice	$200,000 per occurrence $800,000 in aggregate
X	6. Automobile liability	$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
	7. Umbrella liability/Excess Coverage	$2,000,000 BI & PD and PI
X	8. A copy of the specific additional insured endorsement naming Genesee County or a blanket additional insured endorsement must be attached to the certificate	
	9. Other Insurance Required:	
	10. A 30-day notice of cancellation or non-renewal is required for all policies	
	11. Builders Risk "All Risk" for all materials and equipment of this contract	
	12. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
	13. The Certificate must state bid number and title 23-3??	
	**Additional coverage including excess liability, pollution and errors of omissions may be required Depending on the conditions of the building and processes to be utilized. Each NSP project is to be bid Separately, and each will require evaluation for possible risk exposure and additional insurance requirements	

Insurance Agent's Statement

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

_____ The above required policies carry the following deductibles:

UMBRELLA - $10,000

_____ Liability policies are *occurrence* X *claims made* _____

Avery Morgan
Insurance Agent

Signature

Prospective Contractor's Statement

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

St. Luke New Life Center
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.

EXHIBIT C
REPORTING FORMS AND SURVEYS

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 Excel document with 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

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number / Confirmation of Payment
ADMINISTRATION EXPENDITURES			
SUBTOTAL - ADMINISTRATION	$ -		
PROGRAMMING EXPENDITURES			
SUBTOTAL - PROGRAMMING	$ -		

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number -- Confirmation of Payment
OPERATIONS EXPENDITURES			
SUBTOTAL - OPERATIONS	$ -		
EQUIPMENT PURCHASES EXPENDITURES			
SUBTOTAL - EQUIPMENT	$ -		
TOTAL MONTHLY EXPENDITURES	$ -		
TOTAL MONTHLY REIMBURSEMENT REQUEST	$ -		

Senior Millage Service Providers
Client Addresses

Month & Year: _____

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/A/C/H /NA/U)	VETERAN (Y/N)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										

Exhibit D
FY 2025-2026 Budget

Name of Center: St. Luke N.E.W. Life Center	FY 2024-2025 Senior Millage Budget	Proposed FY 2025-2026 Budget Expenditures - Senior Millage
ADMINISTRATION		
Salaries – Administrative	$ -	$ -
Salaries – Support Staff	$ 180,000.00	$ 180,000.00
Fringes -- Employer FICA		$ -
Fringes – Medical	$ 6,917.04	$ -
Fringes – Other	$ 5,400.00	$ -
SUBTOTAL	$ 192,317.04	$ 180,000.00
PROGRAMMING		
Special Projects / Events	$ -	
Volunteer Expenses	$ -	$ -
SUBTOTAL	$ -	$ -
OPERATIONS		
Facility Maintenance	$ -	$ -
	$ -	$ -
Equipment Maintenance		$ 10,000.00
Grounds Maintenance	$ -	$ -
Insurances & Bonds	$ -	$ -
Legal Services	$ -	$ -
Memberships / Publications	$ -	$ 5,000.00
Office Supplies	$ -	$ -
Operating Supplies	$ -	$ -
Postage	$ -	$ -
Service Contracts/Licenses	$ -	$ -
Phone/ Fax/ Internet/ Web Services	$ -	$ -
Vehicle Maintenance / Insurance	$ -	$ 15,000.00
Outreach	$ -	$ -
		$ -
SUBTOTAL	**$ -**	**$ 30,000.00**
EQUIPMENT PURCHASES		
	$ 82,682.96	$ -
	$ -	$ -
SUBTOTAL	$ 82,682.96	$ -
TOTAL AWARD EXPENDITURES	**$ 275,000.00**	**$ 210,000.00**
Unit Rate(if applicable)		**$**

GENESEE COUNTY
SENIOR SERVICES

Insurance Information
St. Luke's NEW Life Center

1101 Beach Street Room 100 Flint MI 48502 (810) 424-4478

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Andrea Ricketts	
Peabody Insurance Agency, Inc. 1190 Torrey Rd. Fenton MI 48430	PHONE (A/C, No, Ext): (810) 629-1504	FAX (A/C, No): (810) 629-2822
	E-MAIL ADDRESS: Andrea_Ricketts@ajg.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Insurance Co	
INSURED St Luke N.E.W. Life Center, Inc. 3115 Lawndale Ave Flint MI 48504	INSURER B : Fremont Insurance (Writing Co)	13994
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: CL2552713605 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		PHPK2690157	05/30/2025	05/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Crisis Management	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 25,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2690157-BA	05/30/2025	05/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			PHUB912900	05/30/2025	05/30/2026	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCP 0030330	05/30/2025	05/30/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability Abuse/Molestation Liability			PHSD1867007 / PHPK2690157	05/30/2025	05/30/2026	Professional Limit Abuse/Molestation Limit	$1,000,000 $1,000,000

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

Genesee County Board of Commissioners is named as an Additional Insured on the General Liability where required by written contract.

CERTIFICATE HOLDER

St Luke NEW Life Center
3115 Lawndale Ave
Flint MI 48504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Philadelphia Indemnity Insurance Company
Additional Insured Schedule

Policy Number: PHPK2558296

Additional Insured

Genesee County
(Workforce Development Program)
1101 Beach St Rm 379
Flint, MI 48502-1428

CA2048 - Commercial Automobile

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	$30,000 limit	2
Damage to Premises Rented to You	$1,000,000	3
HIPAA	Clarification	4
Medical Payments	$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	$5,000	5
Supplementary Payment – Loss of Earnings	$1,000 per day	5
Employee Indemnification Defense Coverage	$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

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Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. **Extended Property Damage**

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. **Limited Rental Lease Agreement Contractual Liability**

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. **Non-Owned Watercraft**

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions,** Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. **Damage to Property You Own, Rent or Occupy**

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

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LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

b. SECTION III – LIMITS OF INSURANCE, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

c. SECTION V – DEFINITIONS, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

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a. $1,000,000; or

b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. **HIPAA**

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

1. Paragraph **1. Insuring Agreement** is amended to include the following:

   We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

   This insurance does not apply to:

   a. **Intentional, Willful, or Deliberate Violations**

      Any willful, intentional, or deliberate "violation(s)" by any insured.

   b. **Criminal Acts**

      Any "violation" which results in any criminal penalties under the HIPAA.

   c. **Other Remedies**

      Any remedy other than monetary damages for penalties assessed.

   d. **Compliance Reviews or Audits**

      Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

   a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

   b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

   c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

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G. **Medical Payments – Limit Increased to $20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

   a. $20,000; or
   b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

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

H. **Athletic Activities**

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. **Supplementary Payments**

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. b. Up to $5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

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

J. **Employee Indemnification Defense Coverage**

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is $25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits.

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K. **Key and Lock Replacement – Janitorial Services Client Coverage**

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

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

b. "Employee" means:

(1) Any natural person:

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

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

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

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

(a) To substitute for a permanent "employee" as defined in Paragraph **(1)** above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

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

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

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. **Additional Insureds**

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

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Coverage Part, Paragraph **3.a.** is deleted in its entirely and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

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

b. Managers and Supervisors – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. Funding Source – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. Home Care Providers – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

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

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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

(i) The exceptions contained in Sub-paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

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Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

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

P. **Liberalization**

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. **Bodily Injury – Mental Anguish**

SECTION V – DEFINITIONS, Paragraph **3.** Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

R. **Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

   b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

   Discrimination based on race, color, religion, sex, age or national origin, except when:

   a. Done intentionally by or at the direction of, or with the knowledge or consent of:

   (1) Any insured; or

   (2) Any executive officer, director, stockholder, partner or member of the insured;

   b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

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c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

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Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2066 **Agenda Date:** 8/13/2025 **Agenda #:** 31.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of a contract between Genesee County and Valley Area Agency on Aging (VAAA), in an amount not to exceed $293,053.00, to provide Case Management services for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.001

BOARD ACTION REQUESTED:

Approval of a contract between Genesee County and Valley Area Agency on Aging (VAAA) in an amount not to exceed $293,053.00 to provide Case Management services for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.001.

BACKGROUND:

This is the annual contract that allows the service providers to receive funding for approved budgeted monthly expenses from the Genesee County Senior Millage. RFP #25-361

DISCUSSION:

VAAA is a non-profit service provider that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. # 2231-691.00-883.001

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of seniors, by funding programs and services that promote health, safety, and high quality of life. The

contracts additionally support the provision of free services to seniors that directly impact their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 Service Provider Contract between Genesee County and the Valley Area Agency on Aging, whereby the contractor will provide Case Management Services to county residents who are 60 years of age or older for the term commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed $293,053.00 to be paid from account #2231-691.00-883.001, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

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? New for FY 2025-2026

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.

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

VALLEY AREA AGENCY ON AGING
225 East Fifth Street, Suite 200
Flint, Michigan 48502

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

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

Whereas, the COUNTY and the CONTRACTOR previously entered into a Contract for a Program of Services titled **"Case Management Services for the Genesee County Office of Senior Services"** (hereinafter referred to as "Services"), and

Whereas, the COUNTY elects to exercise its option as provided for in the Request for Proposals to which the CONTRACTOR responded by extending the Contract for a second year and

Whereas, the parties agree to enter into the Contract for the continued 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 the CONTRACTOR to provide Case Management Services funded by Senior Citizen Services 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 # 24-361 and Addenda ("the RFP"), and in CONTRACTOR'S Proposal in response to RFP # 24-361 ("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. The documentation provided under this subparagraph will include a statement by the insurer that the COUNTY will be notified of any and all insurance cancellations 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 $250.00 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 Office 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 Office 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.13 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 signing 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. To coordinate the performance of Services with other vendors so as to prevent assessments/reassessments from being performed when there are no openings with other service providers for the senior in need. For example, CONTRACTOR shall not perform an assessment for a senior who, based on the initial intake evaluation, appears to be in need of home care if there are no available slots with home care vendors in which to place the senior. A wait list titled "Assessment Wait List" shall be kept for individuals in need of an assessment when there is no available slot for the needed service. This paragraph shall be implemented utilizing the criteria listed in subparagraph B.20, below. A copy of this wait list shall be provided to the COUNTY with the monthly invoice.

18. To maintain a wait list titled "Service Wait List" for seniors in need of services using the following criteria:

    a. At the beginning of each week, CONTRACTOR will contact each of the Senior Millage-funded care vendors to obtain an updated status of available slots and anticipated availability of slots in which to place any seniors in need of the following services:

        i. Adult Day Care
        ii. In-Home Personal Care & Homemaking Services
        iii. Respite Care
        iv. Home Delivered Meals

        CONTRACTOR will prepare a monthly written summary of the status changes utilizing the service titles above to be submitted to the COUNTY with the monthly invoice.

    b. If it is anticipated that there will be less than a thirty-day waiting period for the needed service, CONTRACTOR shall perform the in-home assessments, as needed, and place the individual on the Service Wait List. At no time shall there be more than 10 people on the Service Wait List as a result of an initial assessment with the exception of In-Home Personal Care & Homemaking Services for which there may be 20 people on the Service Wait List.

    c. If it is anticipated that there will be more than a thirty-day waiting period for the needed service, or if it is impossible to ascertain the time period within which an opening for the needed service will occur, CONTRACTOR shall place the individual on the Assessment Wait List. Assessments shall be performed in compliance with subparagraph B. 18, above.

    d. In-home reassessments shall be performed on the appropriate schedule (every 6 months). The waitlist criteria stated above shall apply to new services

determined to be needed as a result of the reassessment. However, the 10-person maximum for the Service Wait List does not apply to reassessments. Individuals' wait listed as a result of a reassessment shall be referenced separately on the Service Wait List.

e. A copy of this wait list shall be provided to the COUNTY with the monthly invoice.

19. 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

20. 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 up to (two) additional one year term (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 $ 293,053.00 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.

   i. 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.
   ii. 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.
   iii. The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.

3. 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 # 24-361 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 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 Office 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 CONTRATOR 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. CONTRACTOR will also comply with the reporting requirements stated above in subparagraphs B. 19 and B. 20, and of the auditing agency.

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 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 $293.053.00. The Contractor's projected budget for the Initial Term of this Contract is attached as Exhibit B (the "Budget"). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

3. 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 the 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	**VALLEY AREA AGENCY ON AGING**
By: Delrico Loyd, Chairperson Genesee County Board of Commissioners	By: Yaushica Aubert President & CEO
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, 2025 by and between Genesee County, Acting by and through Genesee County Office of Senior Services, a Michigan municipal corporation ("Covered Entity") and Valley Area Agency on Aging, ("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: Yaushica Aubert
T: 810-239-7671
E: yaubert@valleyaaa.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

Valley Area Agency on Aging

By: _____
Name: Yaushica Aubert
Title: President & CEO

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 new clients who received an assessment during this month.

Cumulative number of clients who received an assessment during this fiscal year.

Total number of clients who were provided reassessment services during this month.

Cumulative number of clients who were provided reassessment services during this fiscal year.

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

Total number of Senior Millage clients served during this fiscal year.

Total number of new referrals sent to service providers during this month.

Total number of clients discharged from services during this month.

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

AGE MONTHLY REIMBURSEMENT REQUEST

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check
ADMINISTRATION			
SUBTOTAL - ADMINISTRATION	$ -		
PROGRAMMING EXPENDITURES			

SUBTOTAL - PROGRAMMING	$ -		

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number -- Confirmation of Payment
OPERATIONS EXPENDITURES			
SUBTOTAL - OPERATIONS	$ -		

EQUIPMENT PURCHASES EXPENDITURES			

SUBTOTAL - EQUIPMENT	$ -		
TOTAL MONTHLY EXPENDITURES	$ -		
TOTAL MONTHLY REIMBURSEMENT REQUEST	$ -		

Senior Millage Service Providers
Client Addresses

Month & Year: _____

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/A/C/H /NA/U)	VETERAN (Y/N)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										

ATTACHMENT D
(BUDGET 2025-2026)

Name of Center: Valley Area Agency on Aging	FY 2024-2025 Senior Millage Budget - CM	Proposed FY 2025-2026 Budget Expenditures - Senior Millage - CM
ADMINISTRATION		
Salaries – Administrative	$ -	$ 11,883.00
Salaries – Support Staff		$ 204,017.00
Fringes -- Employer FICA		$ 17,958.00
Fringes – Medical		$ 42,163.00
Fringes – Other		$ 8,232.00
SUBTOTAL	$ -	$ 284,253.00
PROGRAMMING		
Special Projects / Events	$ -	
Volunteer Expenses	$ -	$ -
SUBTOTAL	$ -	$ -
OPERATIONS		
Facility Maintenance	$ -	$ -
Office Space Rental		$ -
Mileage Reimbursement		$ 5,000.00
Equipment Maintenance		$ -
Grounds Maintenance		$ -
Insurances & Bonds		$ -
Legal Services		$ -
Memberships / Publications		$ -
Office Supplies		$ -
Operating Supplies		$ -
Postage		$ -
Service Contracts/Licenses		$ -
Phone/ Fax/ Internet/ Web Services		$ 3,800.00
Vehicle Maintenance / Insurance		$ -
Outreach		$ -
Administrative		$ -
SUBTOTAL	**$ -**	**$ 8,800.00**
EQUIPMENT PURCHASES		
	$ -	$ -
	$ -	$ -
SUBTOTAL	$ -	$ -
TOTAL AWARD EXPENDITURES	**$ -**	**$ 293,053.00**

ATTACHMENT E

(MIOSHA Part 554 Bloodborne Infectious Diseases Standards and Regulations)

https://www.michigan.gov/mpsc/-/media/Project/Websites/leo/Documents/MIOSHA5/CIS_WSH_part554.pdf?rev=7c4ff438364e448197580417953c2088&hash=9799444AE5977FD015A81D9ADFC29D50

(Genesee County Travel Regulations)

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

GENESEE COUNTY
SENIOR SERVICES

Insurance Information
Valley Area Agency On Aging

1101 Beach Street Room 100 Flint MI 48502 (810) 424-4478

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown Insurance Services, Inc.
2851 Charlevoix Dr SE
Suite 220
Grand Rapids MI 49546

CONTACT NAME: Tammy Glessner
PHONE (A/C, No, Ext): (616) 284-3019 **FAX (A/C, No):**
E-MAIL ADDRESS: Tammy.Glessner@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GuideOne Insurance Company	15032
INSURER B : Michigan Insurance Company	10857
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Valley Area Agency On Aging
225 E 5th Street Ste 200
Flint MI 48502-1641

COVERAGES **CERTIFICATE NUMBER:** 25-26 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		CPP010034907	11/01/2024	11/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAP010034908	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 2,500	Y		UMB010034909	11/01/2024	11/01/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1000015844	01/01/2025	01/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Employee Theft			CPP010034907	11/01/2024	11/01/2025	Limit Deductible	$50,000 $1,000

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

GENESSEE COUNTY, INCLUDING ALL EMPLOYEES, ELECTED AND APPOINTED OFFICIALS AND VOLUNTEERS, ALL BOARDS, COMMISSIONS AND/OR AUTHORITIES AND THEIR BOARD MEMBERS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSUREDS WITH REGARDS TO THE GENERAL LIABILITY ON A PRIMARY, NON CONTRIBUTORY BASIS, (PER FORM ATTACHED: GCG2001. CG2037, CG2001)

30 DAY CANCELLATION WITH 10 DAYS FOR NON PAYMENT.

UMBRELLA FOLLOWS FORM.

CERTIFICATE HOLDER
GENESEE COUNTY
Attn: Risk Mgmt, RFP#24 361
1101 BEACH ST.
FLINT MI 48502

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Tammy Glessner

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GENESEE COUNTY INSURANCE REQUIREMENTS

Prospective Contractor's Acknowledgement

I have reviewed the insurance requirements listed in Section 10 Insurance Requirements from Proposers and will comply in full if awarded the contract.

Contractor Signature

4-1-2024
Date

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: **Senior Services Case Management**

Coverage Required		Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	$500,000 accidental/disease $1,000,000 policy limit, disease Including Premises/Operations
X	3. General Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
X	4. Professional Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including errors and omissions
	5. Medical Malpractice	$200,000 per occurrence $800,000 in aggregate
X	6. Automobile liability	$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
	7. Umbrella liability/Excess Coverage	$1,000,000 BI & PD and PI
X	8. Genesee County named as an additional insured on other than worker' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
X	9. Other Insurance Required: Abuse & Molestation Coverage $1,000,000 per occurrence	
X	10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	11. The Certificate must state bid number and title 23-3??	

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.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
HUMAN SERVICES PROFESSIONAL LIABILITY

SCHEDULE

Name of Person or Organization:
County of Genesee and Genesee County Parks
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section **II** - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury", "professional services injury", or "medically-derived injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

i. The insurance afforded to such additional insured only applies to the extent permitted by law; and

ii. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section **III** - Limits Of Insurance:

If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Genesee County and their Successors	225 E 5th St Ste 200 105 and 109 Flint MI 48502-1641
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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AGENCY CUSTOMER ID: 00575643

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	Valley Area Agency On Aging
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

A: Human Services Professional Liability Coverage Policy #CPP010034907 Carrier GuideOne Insurance Company Effective 11/1/2024 to 11/1/2025: Human Services Professional Liability Each Claim Limit $1,000,000 Human Services Professional Liability Aggregate Limit $3,000,000

A: Sexual Misconduct Liability Coverage Policy #CPP010034907 Carrier GuideOne Insurance Company Effective 11/1/2024 to 11/1/2025: Sexual Misconduct Liability Each Claim Limit $1,000,000 Sexual Misconduct Liability Aggregate Limit $3,000,000

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Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2067 **Agenda Date:** 8/13/2025 **Agenda #:** 32.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of a contract between Genesee County and the Valley Area Agency on Aging (VAAA), in an amount not to exceed $251,460.00, to provide Intake/Referral Telephone Screen Program and Home Delivered Meal Assessments for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.035

BOARD ACTION REQUESTED:

Approval of a contract between Genesee County and the Valley Area Agency on Aging (VAAA) in an amount not to exceed $251,460.00 to provide Intake/Referral Telephone Screen Program and Home Delivered Meal Assessments for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.035.

BACKGROUND:

This is the annual contract that allows the service providers to receive funding for approved budgeted monthly expenses from the Genesee County Senior Millage. SSPN #24-369

DISCUSSION:

VAAA is a non-profit service provider that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. # 2231-691.00-883.035

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 Service Provider Contract between Genesee County and the Valley Area Agency on Aging, whereby the contractor will provide Intake/Referral Telephone Screen Program and Home Delivered Meal Assessment Services to county residents who are 60 years of age or older for the term commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed $251,460.00 to be paid from account #2231-691.00-883.035, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

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? New for FY 2025-2026

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.

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

VALLEY AREA AGENCY ON AGING
225 East Fifth Street, Suite 200
Flint, Michigan 48502
Hereinafter referred to as the **"CONTRACTOR"**

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

Whereas, the COUNTY and the CONTRACTOR previously entered into a Contract for a Program of Services titled **"Intake / Referral Telephone Screening Program and Home Delivered Meal Assessments for Genesee County Residents age 60 and Older"** (hereinafter referred to as "Services"); with an effective date of October 1, 2025, through September 30, 2026, and

Whereas, the COUNTY elects to exercise its option as provided for in the Sole Source Procurement Notice (SSPN) to which the CONTRACTOR responded by extending the Contract for a second year; and

Whereas, the parties agree to enter into the Contract for the continued 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 Intake / Referral Telephone Screening Program Services funded by Senior Citizen Services 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 SSPN # 24-369, and in CONTRACTOR'S Proposal in response to SSPN # 24-369 ("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. This document governs if a conflict exists between this document and those incorporated by reference.

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 prior to the signing of this contract. 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. The documentation provided under this subparagraph will include a statement by the insurer that the COUNTY will be notified of any and all insurance cancellations 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 the 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. In writing, the Senior Services Director may waive this paragraph's requirements for any purchase. 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 $250.00 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 SSPN, 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 Office of Senior Services to do the background checks. See Attachment B. Proof of performance of the required background check shall be submitted to the Office 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 SSPN 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 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. To coordinate the performance of Services with other vendors so as to prevent assessments/reassessments from being performed when there are no openings with other service vendors for the senior in need.

18. To maintain a wait list titled "Senior Millage Services Wait List" for seniors in need of services using the following criteria:

    a. At the beginning of each week, CONTRACTOR will contact the Senior Millage Case Management and Assessment Agency to obtain an updated status of available slots and anticipated availability of slots in which to place any seniors in need of the following services:

        - Adult Day Care
        - In-Home Personal Care & Homemaking Services
        - Home Delivered Meals
        - Respite Care

    b. If the Senior Millage Case Management and Assessment Agency has less than 10 assessed people waiting to be placed for a particular service with an agency (less than 20 people for In Home Personal Care and Housekeeping Services), then the CONTRACTOR shall provide the Case Management and Assessment Agency with the appropriate number of names and contact information of seniors who have already been screened and are ready to be assessed.

    c. If the Senior Millage Case Management and Assessment Agency already has at least 10 assessed people waiting for each service (20 for In Home Personal Care and Housekeeping Services) then the CONTRACTOR shall not provide any names or contact information of screened seniors to the Case Management and Assessment Agency.

    d. A copy of this wait list shall be provided to the COUNTY with the monthly invoice.

19. 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 events of the senior center in a non-candidate capacity.
vii. Supporting the Senior Millage

20. 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 up to one (1) additional one year term (the "Extension Terms") at the rates provided in CONTRACTOR'S proposal by providing the 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 **$ 251,460.00** 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.

i. 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.
ii. 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.

iii. The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.

3. 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: SSPN # 24-369 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, 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 reduces 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. Upon such written agreement, the COUNTY shall initiate any necessary formal amendment as above.

7. The CONTRACTOR may submit a maximum of one budget amendment per quarter. All budget adjustments must be approved by the Office 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 CONTRATOR 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, monthly, a compilation, or copies, of Client Satisfaction Surveys providing information similar to that in the sample form found in Attachment C. CONTRACTOR will also comply with the reporting requirements stated above in subparagraphs B. 10 and B. 18.

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 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 $251,460.00. The Contractor's projected budget for the Initial Term of this Contract is attached as Exhibit B (the "Budget"). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

3. 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 the 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.

[SIGNATURE PAGE FOLLOWS]

COUNTY OF GENESEE

By: Delrico Loyd, Chairperson
Genesee County Board of Commissioners

Date

VALLEY AREA AGENCY ON AGING

By: Yaushica Aubert
President & CEO

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, 2025 by and between Genesee County, Acting by and through Genesee County Office of Senior Services, a Michigan municipal corporation ("Covered Entity") and Valley Area Agency on Aging, ("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: Yaushica Aubert
T: 810-239-7571
E: yaubert@valleyaaa.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

Valley Area Agency On Aging

By: _____
Name: Yaushica Aubert
Title: President & CEO

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 information, intake, & referral screening calls received this month. _____

Total number of Genesee County residents aged 60 years and older ("clients") who were *NEW* intake & referrral screening clients during this month. _____

Total number of intake & referral screening clients served who were under 60 years of age and/or from outside of Genesee County this month. _____

Total number of *NEW* intake & referral screening clients served during this fiscal year. (Calls and Electronic) _____

Total number of referrals made to the case management team during this month. _____

Total number of NEW HDM clients who were assessed durning this month. _____

Total number NEW HDM clients who were assessed this during fiscal year.

Total number of HDM clients who were reassessed during this month.

Cumulative number of HDM clients who were reassessed during the 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

Prepared by:

Name and Title | Phone

Approved by:

Signature of Authorized Official | Date

2025-2026 SENIOR MILLAGE MONTHLY REIMBURSEMENT REQUEST

Recipient of Funds	Amount	Items Purchased/Use of Funds	Number / Confirmation of Payment
ADMINISTRATION EXPENDITURES			
SUBTOTAL - ADMINISTRATION	$ -		
PROGRAMMING EXPENDITURES			

SUBTOTAL - PROGRAMMING	$ -		

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number -- Confirmation of Payment
OPERATIONS EXPENDITURES			
SUBTOTAL - OPERATIONS	$ -		

EQUIPMENT PURCHASES EXPENDITURES			
SUBTOTAL - EQUIPMENT	$ -		
TOTAL MONTHLY EXPENDITURES	$ -		
TOTAL MONTHLY REIMBURSEMENT REQUEST	$ -		

Senior Millage Service Providers
Client Addresses

Month & Year: _____

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/A/C/H /NA/U)	VETERAN (Y/N)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										

ATTACHMENT D
FY 2025-2026 Budget

Name of Center: Valley Area Agency on Aging	FY 2024-2025 Senior Millage Budget - I & A	Proposed FY 2025-2026 Budget Expenditures - Senior Millage - I & A
ADMINISTRATION		
Salaries – Administrative	$ -	$ 17,437.00
Salaries – Support Staff - I & A		$ 107,018.00
Salaries – Support Staff - HDM		$ 63,380.00
Fringes -- Employer FICA - I & A		$ 10,302.00
Fringes – Medical - I & A		$ 27,416.00
Fringes – Other - I & A		$ 5,687.00
Fringes -- Employer FICA - HDM		$ 5,237.00
Fringes – Medical - HDM		$ 9,206.00
Fringes – Other - HDM		$ 2,577.00
SUBTOTAL	$ -	$ 248,260.00
PROGRAMMING		
Special Projects / Events	$ -	
Volunteer Expenses	$ -	$ -
SUBTOTAL	$ -	$ -
OPERATIONS		
Facility Maintenance	$ -	$ -
Office Rent		
Mileage Reimbursement		$ 200.00
Equipment Maintenance		$ -
Meetings		$ -
Insurances & Bonds		$ -
Legal Services		$ -
Memberships / Publications		$ -
Office Supplies		$ -
Operating Supplies		$ -
Postage		$ -
Service Contracts/Licenses		$ -
Phone/ Fax/ Internet/ Web Services		$ 2,400.00
Phone/ Fax/ Internet/ Web Services		$ 600.00
Other Miscellaneous		$ -
Outreach		$ -
		$ -
SUBTOTAL	**$ -**	**$ 3,200.00**
EQUIPMENT PURCHASES		
	$ -	$ -
	$ -	$ -
SUBTOTAL	$ -	$ -
TOTAL AWARD EXPENDITURES	**$ -**	**$ 251,460.00**

ATTACHMENT E

(MIOSHA Part 554 Bloodborne Infectious Diseases Standards and Regulations)

https://www.michigan.gov/mpsc/-/media/Project/Websites/leo/Documents/MIOSHA5/CIS_WSH_part554.pdf?rev=7c4ff438364e448197580417953c2088&hash=9799444AE5977FD015A81D9ADFC29D50

(Genesee County Travel Regulations)

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

GENESEE COUNTY
SENIOR SERVICES

Insurance Information
Valley Area Agency On Aging

1101 Beach Street Room 100 Flint MI 48502 (810) 424-4478

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown Insurance Services, Inc.
2851 Charlevoix Dr SE
Suite 220
Grand Rapids MI 49546

CONTACT NAME: Tammy Glessner
PHONE (A/C, No, Ext): (616) 284-3019 **FAX (A/C, No):**
E-MAIL ADDRESS: Tammy.Glessner@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GuideOne Insurance Company	15032
INSURER B : Michigan Insurance Company	10857
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Valley Area Agency On Aging
225 E 5th Street Ste 200
Flint MI 48502-1641

COVERAGES **CERTIFICATE NUMBER:** 25-26 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		CPP010034907	11/01/2024	11/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAP010034908	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 2,500	Y		UMB010034909	11/01/2024	11/01/2025	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1000015844	01/01/2025	01/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Employee Theft			CPP010034907	11/01/2024	11/01/2025	Limit Deductible	$50,000 $1,000

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

GENESSEE COUNTY, INCLUDING ALL EMPLOYEES, ELECTED AND APPOINTED OFFICIALS AND VOLUNTEERS, ALL BOARDS, COMMISSIONS AND/OR AUTHORITIES AND THEIR BOARD MEMBERS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSUREDS WITH REGARDS TO THE GENERAL LIABILITY ON A PRIMARY, NON CONTRIBUTORY BASIS, (PER FORM ATTACHED: GCG2001. CG2037, CG2001)

30 DAY CANCELLATION WITH 10 DAYS FOR NON PAYMENT.

UMBRELLA FOLLOWS FORM.

CERTIFICATE HOLDER
GENESEE COUNTY
Attn: Risk Mgmt, RFP#24 361
1101 BEACH ST.
FLINT MI 48502

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Tammy Glessner

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GENESEE COUNTY INSURANCE REQUIREMENTS

Prospective Contractor's Acknowledgement

I have reviewed the insurance requirements listed in Section 10 Insurance Requirements from Proposers and will comply in full if awarded the contract.

Contractor Signature

4-1-2024
Date

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: **Senior Services Case Management**

Coverage Required		Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	$500,000 accidental/disease $1,000,000 policy limit, disease Including Premises/Operations
X	3. General Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
X	4. Professional Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including errors and omissions
	5. Medical Malpractice	$200,000 per occurrence $800,000 in aggregate
X	6. Automobile liability	$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
	7. Umbrella liability/Excess Coverage	$1,000,000 BI & PD and PI
X	8. Genesee County named as an additional insured on other than worker' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
X	9. Other Insurance Required: Abuse & Molestation Coverage $1,000,000 per occurrence	
X	10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	11. The Certificate must state bid number and title 23-3??	

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.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
HUMAN SERVICES PROFESSIONAL LIABILITY

SCHEDULE

Name of Person or Organization:
County of Genesee and Genesee County Parks
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section **II** - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury", "professional services injury", or "medically-derived injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

i. The insurance afforded to such additional insured only applies to the extent permitted by law; and

ii. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section **III** - Limits Of Insurance:

If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Genesee County and their Successors	225 E 5th St Ste 200 105 and 109 Flint MI 48502-1641
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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AGENCY CUSTOMER ID: 00575643

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	Valley Area Agency On Aging
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

A: Human Services Professional Liability Coverage Policy #CPP010034907 Carrier GuideOne Insurance Company Effective 11/1/2024 to 11/1/2025: Human Services Professional Liability Each Claim Limit $1,000,000 Human Services Professional Liability Aggregate Limit $3,000,000

A: Sexual Misconduct Liability Coverage Policy #CPP010034907 Carrier GuideOne Insurance Company Effective 11/1/2024 to 11/1/2025: Sexual Misconduct Liability Each Claim Limit $1,000,000 Sexual Misconduct Liability Aggregate Limit $3,000,000

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Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2068 **Agenda Date:** 8/13/2025 **Agenda #:** 33.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: Approval of an agreement between Genesee County and Binson's-Valley Supplemental Staffing, Inc., in an amount not to exceed $65,000.00, to provide In-Home Personal Care and Homemaking Services for eligible Genesee County seniors from September 1, 2025 through September 30, 2026; the cost for this contract will be paid from account 2231-691.00-883.039

BOARD ACTION REQUESTED:

Approval of a new one-month contract with a senior millage budget amendment between Genesee County and Binson's-Valley Supplemental Staffing, Inc. in an amount not to exceed $65,000.00 to provide In-Home Personal Care and Homemaking Services for eligible Genesee County seniors from September 1st through September 30th; the cost for this contract will be paid from account 2231-691.00-883.039.

BACKGROUND:

A new service provider has been chosen to provide In-Home Personal Care and Homemaking Services along with another current provider (Alternatively Elderly Care, LLC). The other current agency (Family Services Agency of Mid-Michigan) and the new provider need this time to transition the clients without disrupting or stopping services. FSA's contract will end for this service on September 30, 2025. The funding will come from the fund balance and not exceed $65,000 for the transition month.

DISCUSSION:

Binson's is a for-profit service provider that receives funding from the senior millage to provide quality services and programs to Genesee County Senior Citizens aged 60 and older within the community.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. # 2231-691.00-883.039

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of seniors, by funding programs and services that promote health, safety, and high quality of life. The contracts additionally support the provision of free services to seniors that directly impact their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 Service Provider Contract between Genesee County and Alternative Elderly Care, LLC, whereby the contractor will provide In-Home Personal Care and Homemaking Services to county residents who are 60 years of age or older for the one-month term commencing September 1, 2025, through September 30, 2026, at a total cost not to exceed $65,000.00 to be paid from account #2231-691.00-883.039, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

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? New for FY 2025-2026

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.

CONTRACT BETWEEN

THE COUNTY OF GENESEE
Acting By and Through
Genesee County Department of Senior Services ("GCDSS")
324 South Saginaw Street. 7th Floor
Flint, MI 48502
Hereinafter referred to as the **"COUNTY"**

and

Binson's - Valley Supplemental Staffing, Inc.
G4443 Miller Rd. Suite 102
Flint, Michigan 48507

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

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

Whereas, the COUNTY published a Request for Proposals ("RFP") # 25-442 for a Program of Services titled **"In-Home Personal Care and Homemaking Services"** (hereinafter referred to as "Services") and

Whereas, the CONTRACTOR submitted a Proposal in response to RFP # 25-442 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 In-Home Personal Care and Homemaking 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 # 25-442 and Addenda ("the RFP"), and in CONTRACTOR'S Proposal in response to RFP # 25-442 ("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 on the renewal date. 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 $250.00 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 C. 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 C. 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.

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 withholding of reimbursements for the performance period.

14. The CONTRACTOR agrees to include the exact 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 September 1, 2025 and continue through September 30, 2025. The Board has the option to extend this Contract for up to one(1) additional term (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 $ 730,080.00 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 # 25-442 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.

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 CONTRATOR 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 $20.80 per one hour unit of service delivery for this Contract, with a recommended maximum reimbursement total of $ 60,840.00 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 monthly 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 the 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	**Binson's- Valley Supplemental Staffing, Inc**
By: Delrico Loyd, Chairperson Genesee County Board of Commissioners	By: Nick Binson Chief Operating Officer
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 September 1, 2025 by and between Genesee County, Acting by and through Genesee County Department of Senior Services, a Michigan municipal corporation ("Covered Entity") and Binson's- Valley Supplemental Staffing, 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: Nick Binson
T: 586-933-7596
E: nickb@binsons.com

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.

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

Binson's- Valley Supplemental Staffing, Inc.

By: _____
Name: Nick Binson
Title: Chief Operating Officer

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.

Total number of new referrals received from VAAA this month.

The number of unduplicated Senior Millage clients served with in-home personal care 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: _____

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/A/C/H /NA/U)	VETERAN (Y/N)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
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16										
17										
18										
19										

ATTACHEMENT D
2025-2026 Budget

Valley Supplemental Staffing, Inc. Cost Proposal for In-Home Personal Care & Homemaking Services		
Contract Period	**Unit Cost**	
October 1, 2025 thru September 30, 2026	**$ Per Hour**	$ 20.80
October 1, 2026 thru September 30, 2027	**$ Per Hour**	$ 21.00
October 1, 2027 thru September 30, 2028	**$ Per Hour**	$ 21.25

Cost Proposal Itemized Costs	**Annual Hours**	**Cost Per Delivery Unit**	**Income/ Expense**	**Sub-Total of Expense**	**% of Expense / Revenue**
Total Revenue- Billed Charges; Income for 35,100 Hours, $20.80 Per Hour	35,100		$730,080.00		
Labor Expense for Personal Care Providers; 35,100 Hours, $15.25 Per Hour	35,100	$15.25	$535,275.00		73.32%
Inservice Training for Employees (2 Hours per Employee x 40 Employees x $15.25 Per Hour)	80	$0.03	$1,220.00		0.17%
Manager, Assessments of Staff Regularly (40 Employees x 1.5 Hours Per Employee x 1 Times Per Year x $40 Per Hour)	60	$0.07	$2,400.00		0.33%
RN/LPN Manager, Monthly Client Chart Review (.16 Hours Client x 270 Clients x 12 Months x $40 Per Hour)	518	$0.59	$20,736.00		2.84%
Manager, Annual Performance Evaluation (1 Hour Per Year Per Employee x 40 Employees x $40 Per Hour)	40	$0.05	$1,600.00		0.22%
New Client Intake Assessment Processing (12 New Client Per Month, 1 Hour Per Client x 12 Months x $30 Per Hour)	144	$0.12	$4,320.00		0.59%
Manager/Team Lead, Initial On-Site Assessment (84 New Clients Per Year, .5 Hours Per Assessment x $30 Per Hour)	42	$0.04	$1,260.00		0.17%
Office Staff, Monthly Record Filing (270 Patients x .1 Hours Per Patient Per Month x $20 Per Hour x 12 Months)	324	$0.18	$6,480.00		0.89%
Office Staff, Monthly Billing Services (33 Hours Per Month x $23 Per Hour x 12 Months)	396	$0.26	$9,108.00		1.25%
HR Representative, Onboarding process (30 New Employees Per Year On Average x 3 Hours Per Employee x $23 Per Hou	90	$0.06	$2,070.00		0.28%
HR Representative, Payroll Processing (8 Hours Per Week x $23 Per Hour x 52 Weeks)	416	$0.27	$9,568.00		1.31%
Compliance Training Reimbursement for Employees ($100 Per Year x 40 Employees)	N/A	$0.11	$4,000.00		0.55%
Total Direct Related Wage Expense		$17.04		$598,037.00	81.9%
Additional Employee Expense; Insurance, Employee Benefits and Taxes	N/A	$1.25	$43,804.80		6.0%
New Employee Onboarding (Physicals $80, TB $40, Drug Screening $55, and Background Screening including ICHAT $75 x 30 Employees)	N/A	$0.21	$7,500.00		1.0%
Background Screening Annual	N/A	$0.09	$3,000.00		0.4%
TB Testing Annual	N/A	$0.05	$1,600.00		0.2%
Mileage .70 Per Mile (Mileage in between visits per day)		$0.78	$27,300.00		3.7%
Direct Employee Related Expenses		$19.41		$681,241.80	93.3%
Business Expense; Rent, Utilities, Communication, Commercial Insurance, Computer Expense, Professional Fees		$0.52	$18,252.00		2.5%
Office Supplies		$0.03	$1,000.00		0.1%
Indirect Related Expenses Total		$0.55		$19,252.00	2.6%
Total Expense			$700,493.80		95.9%
Net Income (Current Earnings)		$0.96	$29,586.20		4.1%

Please not that Price per One Delivery Unit increases in year Two and Three will be directly applied to Labor Related Expenses due to historical known increases in Labor Related Costs.

ATTACHMENT E

(MIOSHA Part 554 Bloodborne Infectious Diseases Standards and Regulations)

https://www.michigan.gov/mpsc/-/media/Project/Websites/leo/Documents/MIOSHA5/CIS_WSH_part554.pdf?rev=7c4ff438364e448197580417953c2088&hash=9799444AE5977FD015A81D9ADFC29D50

(Genesee County Travel Regulations)

https://cms3.revize.com/revize/geneseenew/departments/controllers/docs/Genesee%20County%20Travel%20Policy.pdf

DESCRIPTION:

GL #	DESCRIPTION	Increase/(Decrease)
2231-691.00-883.039	Binsons Home Care	65,000.00

DESCRIPTION:

GL #	DESCRIPTION	Increase/(Decrease)
2231-691.00-883.039	Binsons Home Care	65,000.00

GENESEE COUNTY
SENIOR SERVICES

Insurance Information
Binson's

1101 Beach Street Room 100 Flint MI 48502 (810) 424-4478

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: **RFP:25-433 –Respite Services Provider**

Coverage Required		Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	$500,000 accidental/disease $1,000,000 policy limit, disease Including Premises/Operations
X	3. General Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
X	4. Professional Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including errors and omissions
	5. Medical Malpractice	$200,000 per occurrence $800,000 in aggregate
X	6. Automobile liability	$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
X	7. Umbrella liability/Excess Coverage	$1,000,000 BI & PD and PI
X	8. Genesee County named as an additional insured on other than worker' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
X	9. Other Insurance Required: Cyber Liability, Crime, Abuse and Molestation	
X	10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	11. The Certificate must state proposal number and title 24-395	

Insurance Agent's Statement

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

_____ The above required policies carry the following deductibles:

PL $10k; Crime $30k; Cyber $25k;

_____ Liability policies are **occurrence** GL _____ **claims made** PL _____

Regina Jessup-Goodman — R Jessup Goodman

Insurance Agent — Signature

Prospective Contractor's Statement

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

Valley Supplemental Staffing, Inc — Nicholas Ruiz

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.

BINSHOS-01 DVENEGAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Dustin Venegas
Goodman Venegas Insurance Agency, Inc, 2800 Livernois, Suite 170 Troy, MI 48083	PHONE (A/C, No, Ext): (248) 928-8193 FAX (A/C, No): (248) 740-9191 E-MAIL ADDRESS: dvenegas@goodmanvenegas.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Frankenmuth Insurance Company	13986
INSURER B : Landmark American Ins Company	33138
INSURER C : Hartford Steam Boiler	11452
INSURER D : Twin City Fire Insurance, Co.	29459
INSURER E :	
INSURER F :	

INSURED

Valley Supplemental Staffing, Inc.
G4443 Miller Rd, Ste 102
Flint, MI 48507

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		6752443	9/9/2024	9/9/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 750,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		6752442	9/9/2024	9/9/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X		6752443	9/9/2024	9/9/2025	EACH OCCURRENCE AGGREGATE Gen Agg	$ 4,000,000 $ $ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6752463	9/9/2024	9/9/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
B	Professional - Medical	X		LHM857204	4/12/2024	4/12/2025	Gen. Agg.	4,000,000
C	Cyber Liability			CY-0005513910-01	3/9/2025	3/9/2026	Aggregate	3,000,000
D	Crime			35KB0283128-25	2/1/2025	2/1/2026	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Professional Services Contract for RFP 25-433 Respite Services Provider; Genesee County is an additional insured on all relevant policies, per written contract. Coverage will be primary and non-contributory. Professional policy includes $1,000,000 sub-limit for abuse/molestation.

CERTIFICATE HOLDER

Genesee County
Purchasing Department
1101 Beach St, Room 361
Flint, MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R Jessup Goodman

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GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: RFP:25-442 –In-Home Personal Care & Homemaking Services

Coverage Required		Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	$500,000 accidental/disease $1,000,000 policy limit, disease Including Premises/Operations
X	3. General Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
X	4. Professional Liability	$1,000,000 per occurrence with $2,000,000 aggregate Including errors and omissions
	5. Medical Malpractice	$200,000 per occurrence $800,000 in aggregate
X	6. Automobile liability	$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
X	7. Umbrella liability/Excess Coverage	$1,000,000 BI & PD and PI
X	8. Genesee County named as an additional insured on other than worker' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
X	9. Other Insurance Required: Cyber Liability, Crime, Abuse and Molestation	
X	10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	11. The Certificate must state proposal number and title 24-395	

Insurance Agent's Statement

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

_____ The above required policies carry the following deductibles:

PL $10k; Crime $30k; Cyber $25k;

_____ Liability policies are **occurrence** GL _____ **claims made** PL _____

Regina Jessup-Goodman — R Jessup Goodman

Insurance Agent — Signature

Prospective Contractor's Statement

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

Valley Supplemental Staffing II Inc. — Signature

Contractor

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.

BINSHOS-01 DVENEGAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/31/2025

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PRODUCER	CONTACT NAME: Dustin Venegas	
Goodman Venegas Insurance Agency, Inc, 2800 Livernois, Suite 170 Troy, MI 48083	PHONE (A/C, No, Ext): (248) 928-8193	FAX (A/C, No): (248) 740-9191
	E-MAIL ADDRESS: dvenegas@goodmanvenegas.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A : Frankenmuth Insurance Company	13986
Valley Supplemental Staffing, Inc. G4443 Miller Rd, Ste 102 Flint, MI 48507	INSURER B : Landmark American Ins Company	33138
	INSURER C : Hartford Steam Boiler	11452
	INSURER D : Twin City Fire Insurance, Co.	29459
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		6752443	9/9/2024	9/9/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 750,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X		6752442	9/9/2024	9/9/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	X		6752443	9/9/2024	9/9/2025	EACH OCCURRENCE AGGREGATE Gen Agg	$ 4,000,000 $ $ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6752463	9/9/2024	9/9/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
B	Professional - Medical	X		LHM857204	4/12/2024	4/12/2025	Gen. Agg.	4,000,000
C	Cyber Liability			CY-0005513910-01	3/9/2025	3/9/2026	Aggregate	3,000,000
D	Crime			35KB0283128-25	2/1/2025	2/1/2026	Aggregate	3,000,000

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

RE: Professional Services Contract for RFP 25-442 In Home Personal Care & Homemaking Services; Genesee County is an additional insured on all relevant policies, per written contract. Coverage will be primary and non-contributory. Professional policy includes $1,000,000 sub-limit for abuse/molestation.

CERTIFICATE HOLDER

Genesee County
Purchasing Department
1101 Beach St, Room 361
Flint, MI 48502

CANCELLATION

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AUTHORIZED REPRESENTATIVE

R Jessup Goodman

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/5/2025

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PRODUCER	CONTACT NAME: Dustin Venegas	
Goodman Venegas Insurance Agency, Inc. 2800 Livernois, Suite 170 Troy, MI 48083	PHONE (A/C, No, Ext): 248-740-9090 FAX (A/C, No): 248-740-9191 E-MAIL ADDRESS: dvenegas@goodmanvenegas.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Valley Supplemental Staffing, Inc. Attn. Robbyn Morphew G4443 Miller Rd., Suite 102 Flint, MI 48507	INSURER A : Frankenmuth Insurance Company	13986
	INSURER B : Landmark Insurance Company	33138
	INSURER C : Hartford Steam Boiler	29890
	INSURER D : Twin City Fire Ins Co	29459
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CPP 6752443	9/9/2024	9/9/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 750,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA 6752443	9/9/2024	9/9/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			CPP 6752443	9/9/2024	9/9/2025	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 6752463	9/9/2024	9/9/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
B	Professional Liability			LHM865684	4/12/25	4/12/26	GENERAL AGGREGATE	$ 4,000,000
C	Cyber Liability			01-CY-0005513910	3/9/25	3/9/26	GENERAL AGGREGATE	$ 3,000,000
D	Crime			35KB0283128-25	2/1/25	2/1/26	GENERAL AGGREGATE	$ 3,000,000

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

Genesee County is an additional insured regarding General Liability, per written contract. Coverage shall be primary and non-contributory. They are granted a waiver of subrogation in their favor.

CERTIFICATE HOLDER

Genesee County
1101 Beach St
Flint, MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R Jessup Goodman

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Frankenmuth INSURANCE

ACCOUNT **700001237128** POLICY **6752443** AGENT **0211248**

Commercial Policy

Binson's Hospital Supplies Inc
26834 Lawrence
Center Line, MI 48015-1262

POLICY CHANGE

Declaration

Binson's Hospital Supplies Inc
26834 Lawrence
Center Line, MI 48015-1262

Goodman Venegas Insurance Agency, Inc.

248-740-9090

Thank you for insuring your business with us.

This package includes important coverage details about your Frankenmuth Insurance policy.

Please carefully review and safely file this information for future reference.

Frankenmuth Insurance provides:

- Loss control and safety expert consultations
- Fast, fair claims service
- Financial stability - rated A (Excellent) by AM Best
- Peace of mind since 1868

Discover more at www.fmins.com.

Keep your coverage up to date

As your business changes and grows and the value of your property increases, your insurance needs will change as well. Talk to your agent to make sure your assets are covered properly.

Register your account online

Take advantage of our online payment option and email delivery system by registering your account at www.fmins.com/register.

Report or track a claim

We are always available at 800-234-4433 or secure.fmins.com/phs/fileAClaim.aspx.

Billing services

Call 800-288-6121. Please have your account number available to help us serve you.

NAMED INSURED	ACCOUNT NO.	AGENT
Binson's Hospital Su	700001237128	**0211248**

NAMED INSURED
Binson's Hospital Supplies Inc
DBA Binson's Home Healthcare Centers, DBA Binson's Pharmacy I Inc, DBA Binson's Medical Equipment & Supplies, DBA Binson's Pharmacy LLC, DBA Binson's Pharmacy Inc, DBA HBC Pharmacy, DBA Service Center Compression Therapy Products, DBA Access and Adapt Ability Co
26834 Lawrence
Center Line, MI 48015-1262

Policy Change Declaration

ISSUE DATE
06/10/2025 at 03:16 PM

AGENT
Goodman Venegas Insurance Agency, Inc.
2800 Livernois Rd Ste 170
Troy, MI 48083
Phone: (248) 740-9090 Agent: 0211248/0211248

LEGAL ENTITY
Corporation

CHANGE EFFECTIVE DATE
06/03/2025 at 12:01AM

Insurer: Frankenmuth Insurance Company

Reason for Amendment Additional Interest Add/Change/Delete

Summary of Coverages and Premiums

Premiums

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment. In return for the payment of the premium, and subject to all the terms of this policy, we agree to provide the insurance as stated in this policy.

COVERAGE PARTS	PREVIOUS POLICY NO.	POLICY NO.	POLICY TERM	PREMIUM
Commercial Property		6752443	09/09/2024 to 09/09/2025 12:01 AM	$195,617
General Liability		6752443	09/09/2024 to 09/09/2025 12:01 AM	$123,800
Crime		6752443	09/09/2024 to 09/09/2025 12:01 AM	$973
Inland Marine		6752443	09/09/2024 to 09/09/2025 12:01 AM	$15,407
Commercial Umbrella		6752443	09/09/2024 to 09/09/2025 12:01 AM	$49,007
Premium for Terrorism Coverage		6752443	09/09/2024 to 09/09/2025 12:01 AM	Waived
	Total Annual Premium			$384,804

Policy Locations

1
26834 Lawrence
Center Line, MI
Macomb 48015-1262

2
30475 Woodward Ave
Royal Oak, MI
Oakland 48073-0914

3
26819 Lawrence
Center Line, MI
Macomb 48015-1261

4
25709 Van Dyke Ave
Center Line, MI
Macomb 48015-1841

5
26770 Liberal
Center Line, MI
Macomb 48015-1237

6
7277 Bernice
Center Line, MI
Macomb 48015

NAMED INSURED	ACCOUNT NO.	AGENT
Binson's Hospital Su	700001237128	**0211248**

Policy Locations

7
18800-18900 Eureka Rd
Southgate, MI
Wayne 48195-3166

8
43900 Schoenherr Rd
Sterling Heights, MI
Macomb 48313-1120

9
6475 Rochester Rd
Troy, MI
Oakland 48085-1306

10
21571 Kelly Rd
Eastpointe, MI
Macomb 48021-3213

11
26330-26332 Lawrence
Center Line, MI
Macomb 48015-1268

12
2191 S Lorenz Rd
Tawas City, MI
Iosco 48763-9594

13
13450 Farmington Rd
Livonia, MI
Wayne 48150-4207

14
36475 5 Mile Rd RM 21519
Livonia, MI
Wayne 48154

15
4433 Miller Rd
Flint, MI
Genesee 48507-1123

16
1 Hurley Plaza Ste 100
Flint, MI
Genesee 48503

17
G4443 Miller Road
Flint, MI
Genesee 48507

18
26830 Liberal
Center Line, MI
Macomb 48015-1259

19
Reimport Road Trail, Parcel #010-016-100-002-00
Tawas City, MI
Iosco 48763

20
5250 Auto Club Dr Ste 130
Dearborn, MI
Wayne 48126-2619

21
25780 Commerce Dr
Madison Heights, MI
Oakland 48071-4157

22
455 E Grand River Ave Ste 206
Brighton, MI
Livingston 48116-1545

23
203 John Street
Holly, MI
Oakland 48442

24
5863 Jackson Rd
Ann Arbor, MI
Washtenaw 48103-9573

25
44405 Woodward Ave Ste 1
Pontiac, MI
Oakland 48341

26
15012 Edgerton Rd, Ste 400
New Haven, IN
Allen 46774

27
22151 Moross Rd Ste 203
Grosse Pointe, MI
Wayne 48236

28
1301 Catherine St Ste 2301C and 2259
Ann Arbor, MI
Washtenaw 48109-2026

29
610 N Michigan St Ste 104
South Bend, IN
St. Joseph 46601-1078

30
605 N. Hickory Rd, Unit 810
South Bend, IN
St. Joseph 46615

31
3225 Southview Dr Ste 500
Elkhart, IN
Elkhart 46514

32
11800 E 12 Mile Rd
Warren, MI
Macomb 48093-3472

33
24700 Northwestern Hwy
Southfield, MI
Oakland 48075

34
1314 E 7th St Ste 105
Auburn, IN
DeKalb 46706-2533

35
2934 E DuPont Rd
Fort Wayne, IN
Allen 46825-1667

36
5204 Jackson Rd Ste B
Ann Arbor, MI
Washtenaw 48103-1866

NAMED INSURED	ACCOUNT NO.	AGENT
Binson's Hospital Su	700001237128	**0211248**

Additional Named Insureds

LOCATION	FEIN	NAME	DBA	LEGAL ENTITY
All	**-***3810	13450 Farmington LLC		Limited Liability Company
All	**-***4545	18800 Eureka LLC		Limited Liability Company
All	**-***3374	25780 Commerce LLC		Limited Liability Company
All	**-***1724	26330 Lawrence LLC		Limited Liability Company
All	**-***1725	26830 Lawrence, LLC		Limited Liability Company
All	**-***3557	26830 Liberal Partners LLC		Limited Liability Company
All	**-***3629	43900 Schoenherr LLC		Limited Liability Company
All	**-***5952	6475 Rochester Road LLC		Limited Liability Company
All	**-***6113	7277 Bernice II LLC		Limited Liability Company
All	**-***3289	Access & Adapt Ability Co	DBA Service Center Compression Therapy Products	Corporation
All	**-***3288	Air Serve, LLC		Limited Liability Company
All	**-***1519	Binson Family Investments LLC		Limited Liability Company
All	**-***3548	Binson LLC		Limited Liability Company
All	**-***3728	Binson's Home Medical Supply & Equipment Inc.		Corporation
All	**-***7149	Binson's Medical Equipment and Supplies Inc.		Corporation
All	**-***5845	Binson's Medical Equipment, Inc.	DBA Binson's Home Infusion, DBA Binson's Outpatient Pharmacy, DBA Binson's RX, DBA Lobby Pharmacy, DBA Binson's Medical Equipment & Supplies	Corporation
All	**-***6444	Binsons Family Limited Partnership		Corporation
All	**-***9514	Birmingham Equities LLC		Limited Liability Company
All	**-***7690	Bon Secours Cottage Home Medical Inc	DBA Binson's Home Health Care Center	Corporation
All	**-***6526	Care Connection Plus, Inc		Corporation
All	**-***6300	Caremed LLC		Limited Liability Company
All	**-***4622	G-4433 Miller LLC		Limited Liability Company
All	**-***5845	H-Care Pharmacy	DBA Binson's Medical Equipment Inc.	Corporation
All	**-***0657	HYDRO STAT LLC		Limited Liability Company
All	**-***0191	Hurley Binson's Medical Equipment Inc.	DBA H-Care, DBA H-Care Pharmacy, DBA HBC Pharmacy	Corporation
All	**-***5619	Northern Brace Company, Inc.		Corporation
All	**-***4979	Northwood, Inc	DBA Assurascript, DBA Care Connection Plus	Corporation

NAMED INSURED	ACCOUNT NO.	AGENT
Binson's Hospital Su	700001237128	**0211248**

Additional Named Insureds

LOCATION	FEIN	NAME	DBA	LEGAL ENTITY
All	**-***8821	Peoples Home Medical Services Equipment Inc.		Corporation
All	**-***3333	Personal Home Care Medical Equipment Inc.		Corporation
All	**-***7636	Tawas Investments LLC		Limited Liability Partnership
All	**-***0191	Valley Supplemental Staffing, Inc.	DBA Binson's Nursing & Staffing Services, DBA Valley Nursing & Staffing Services	Corporation

Billing Information

PAYMENT PLAN 12-Pay
BILLING METHOD Direct Bill - Your billing account will reflect any change in premium.

Payments and credits may be applied to all policies on the same billing account and may be applied from one policy term to another. Payment received for less than the billed amount may be pro-rated to each policy and may result in cancellation of all policies for nonpayment of premium.

Forms and Endorsements

The following is a list of the forms and endorsements that make up your policy. Refer to these as needed for detailed information concerning your coverage. Some of these forms were provided when you first purchased your insurance. If you have added new coverages or if the form describing a coverage has changed since you purchased or last renewed your policy, a new copy of the form may be found in this package. An asterisk (*) indicates a new or updated version is included in this package.

TITLE	FORM NUMBER	EDITION DATE
Commercial Property Coverage Part		
Common Policy Conditions	IL0017	11-98
Effective Time Changes - Replacement Of 12 Noon	IL0022	05-87
Commercial Property Conditions	CP0090	07-88
Building And Personal Property Coverage Form	CP0010	10-12
Michigan Changes - Premier Property Endorsements	19346	06-21
Michigan Changes	CP0120	05-23
Indiana Changes - Rights Of Recovery	CP0152	07-96
Indiana Changes - Concealment, Misrepresentation Or Fraud	IL0156	11-17
Indiana Changes	IL0158	09-08
Indiana Changes - Cancellation And Nonrenewal	IL0272	11-21
Actual Cash Value And Depreciation Amendatory Endorsement	19332	09-21
Indiana Changes - Amendment of Definition of Pollutants	14078	01-17
Indiana Changes - Pollution	IL0192	02-08
Business Income (And Extra Expense) Coverage Form	CP0030	10-12
Business Income Coverage Actual Loss Sustained (Twelve Month Limitation)	07759	03-09
Legal Liability Coverage Form	CP0040	10-12
Calculation Of Premium	IL0003	09-08
Cap On Losses From Certified Acts Of Terrorism	IL0952	01-15
Disclosure Pursuant To Terrorism Risk Insurance Act	IL0985	12-20
Amendment Of Limited Coverage For Fungus And Bacteria	02536	07-02
Building Limit -- Automatic Increase	97264	04-20
Causes Of Loss - Special Form	CP1030	10-12
Tentative Rate	CP9993	10-90
Diamond Property Premier	19298	10-20

NAMED INSURED	ACCOUNT NO.	AGENT
Binson's Hospital Su	700001237128	**0211248**

TITLE	FORM NUMBER	EDITION DATE
Diamond Property Premier 50	19219	10-20
Equipment Breakdown Coverage (Including Electronic Circuitry Impairment)	06722	04-23
Commercial Property Coverage Part Equipment Breakdown Coverage Schedule	06725	01-07
Loss Payable Provisions	CP1218	10-12
Additional Insured - Building Owner	CP1219	06-07
Limitation On Loss Settlement - Blanket Insurance (Margin Clause)	CP1232	06-07
Exclusion Of Loss Due To Virus Or Bacteria	CP0140	07-06
Cyber Incident Exclusion	CP1075	12-20
Exclusion Of Certain Computer-Related Losses	IL0935	07-02
Commercial General Liability Coverage Part		
Common Policy Conditions	IL0017	11-98
Commercial General Liability Coverage Form	CG0001	04-13
Michigan Changes	CG0168	10-09
Indiana Changes - Workers' Compensation Exclusion	IL0117	12-10
Indiana Changes	IL0158	09-08
Indiana Changes - Cancellation And Nonrenewal	IL0272	11-21
Michigan Changes - Cancellation And Nonrenewal	IL0286	04-17
Indiana Changes - Amendment of Definition of Pollutants	14078	01-17
Indiana Changes - Pollution Exclusion	CG0123	03-97
Calculation Of Premium	IL0003	09-08
Cap On Losses From Certified Acts Of Terrorism	CG2170	01-15
Disclosure Pursuant To Terrorism Risk Insurance Act	IL0985	12-20
Employee Benefit Liability	91038	02-04
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	CG2404	05-09*
Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization	CG2010	04-13*
Additional Insured - Managers Or Lessors Of Premises	CG2011	04-13
Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations	CG2012	04-13
Additional Insured - Mortgagee, Assignee Or Receiver	CG2018	04-13*
Additional Insured - Designated Person Or Organization	CG2026	04-13
Condition - Two Or More Coverage Forms Or Policies Issued By Us	19395	05-23
Primary And Noncontributory - Other Insurance Condition	CG2001	04-13*
Limited Fungi Or Bacteria Coverage	CG2425	12-04
Absolute Asbestos Exclusion	93068	01-17
Lead Contamination Exclusion	96210	01-17
Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception	CG2106	05-14
Communicable Disease Exclusion	CG2132	05-09
Exclusion - Designated Products	CG2133	11-85
Employment - Related Practices Exclusion	CG2147	12-07
Silica Or Silica - Related Dust Exclusion	CG2196	03-05
Exclusion - Services Furnished By Health Care Providers	CG2244	04-13

NAMED INSURED	ACCOUNT NO.	AGENT
Binson's Hospital Su	700001237128	**0211248**

TITLE	FORM NUMBER	EDITION DATE
Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)	CG4032	05-23
Nuclear Energy Liability Exclusion Endorsement	IL0021	09-08
Michigan Changes - Employee Benefit Liability	19343	06-21
Commercial Crime Coverage Part		
Common Policy Conditions	IL0017	11-98
Commercial Crime Coverage Form (Loss Sustained Form)	CR0021	11-15
Michigan Changes - Duties	CR0110	08-07
Indiana Changes - Rights Of Recovery	CR0154	08-07
Indiana Changes - Cancellation And Nonrenewal	IL0272	11-21
Michigan Changes - Cancellation And Nonrenewal	IL0286	04-17
Calculation Of Premium	IL0003	09-08
Exclusion Of Certain Computer-Related Losses	IL0935	07-02
Commercial Inland Marine Coverage Part		
Indiana Changes - Amendment of Definition of Pollutants	14078	01-17
Amendatory Endorsement Indiana	CL0188	03-99
Amendatory Endorsement Michigan	CL0200	03-99
Amendatory Endorsement Indiana	IM2029	07-13
Amendatory Endorsement Michigan	IM2045	09-10
Amendatory Endorsement Michigan	IM2111	09-10
Amendatory Endorsement Michigan	IM3003	03-99
Certified Terrorism Loss	CL0600	01-15
Protective Devices Endorsement	IM7853	07-08
Protective Devices Schedule	IM7904	01-12
Loss Payable Options	IM7854	04-04
Loss Payable Schedule	IM7902	01-12
Virus Or Bacteria Exclusion	CL0700	10-06
Contractors' Equipment Coverage Scheduled Equipment Form	IM7001	04-04
Contractors' Equipment Scheduled Equipment Form Schedule Of Coverages	IM7006	01-12
Equipment Leased Or Rented From Others Schedule	IM7036	07-11
Equipment Leased Or Rented From Others Endorsement	IM7012	07-11
Electronic Data Processing Equipment Coverage Part Scheduled Limits	IM7200	10-02
Electronic Data Processing Schedule Of Coverages Scheduled Limits	IM7205	01-12
Exhibition Floater	IM7503	04-04
Exhibition Floater Blanket Exhibition Coverage Schedule Of Coverages	IM7513	01-12
Earth Movement Exclusion	16105	01-17
Flood Exclusion	16106	01-17
Transportation Coverage	IM7250	04-04
Transporation Coverage Schedule Of Coverages	IM7255	01-12
Earth Movement Exclusion	16105	01-17
Flood Exclusion	16106	01-17
Commercial Umbrella Coverage Part		
Common Policy Conditions	IL0017	11-98
Commercial Liability Umbrella Coverage Form	CU0001	04-13
Indiana Changes - Amendment of Definition of Pollutants	14078	01-17

NAMED INSURED	ACCOUNT NO.	AGENT
Binson's Hospital Su	700001237128	**0211248**

TITLE	FORM NUMBER	EDITION DATE
Indiana Changes	10929	06-10
Michigan Changes	CU0116	09-00
Indiana Changes	CU0139	03-08
Michigan Changes - Cancellation And Nonrenewal	CU0221	04-17
Indiana Changes - Cancellation And Nonrenewal	IL0272	11-21
Cap On Losses From Certified Acts Of Terrorism	CU2130	01-15
Disclosure Pursuant To Terrorism Risk Insurance Act	IL0985	12-20
Employee Benefits Coverage	92047	09-05
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	CU2403	09-00*
Exclusion of Broadened Primary Coverages	19248	01-21
Absolute Asbestos Exclusion	94093	09-05
Lead Contamination Exclusion	96210	01-17
Amendment Of Liquor Liability Exclusion	CU2113	04-13
Nuclear Energy Liability Exclusion Endorsement	CU2123	02-02
Fungi Or Bacteria Exclusion	CU2127	12-04
Exclusion - Designated Products	CU2143	12-04
Silica Or Silica-Related Dust Exclusion	CU2150	03-05
Communicable Disease Exclusion	CU2158	05-09
Exclusion- Access Or Disclosure Of Confidential Or Personal Information And Data- Related Liability- With Limited Bodily Injury Exception	CU2186	05-14
Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)	CU3454	05-23

NAMED INSURED	POLICY	POLICY TERM	AGENT
Binson's Hospital Su	6752443	09/09/2024 to 09/09/2025	**0211248**

Commercial Policy Information

Your policy has changed effective 06/03/2025 as follows:

Additional Interest Add/Change/Delete

COVERAGES/CONDITIONS/EXCLUSIONS	PREVIOUS	CURRENT
Additional Interest		
Additional Interest		
Genesee County		Added 1101 Beach St Flint US MI 48502
General Liability		
Commercial General Liability		
Owners, Lessees Or Contractors - Scheduled Person Or Organization (CG 20 10 ed 04 13)		Added Genesee County 1101 Beach St, Flint, MI 48502
Description/Interest/Location as Required on Coverage Form		Various Locations per Written Contract
Waiver Of Transfer Of Rights Of Recovery Against Others To Us : Name of Person or Organization : Genesee County		Added
Primary & Noncontributory - Other Insurance Condition		Added
Commercial Umbrella		
Commercial Umbrella		
Waiver Of Transfer Of Rights Of Recovery Against Others To Us (General Liability/BOP) : Name of Person or Organization : Genesee County		Added
General Liability Additional Premium		***$27***
Total Commercial Policy Additional Premium		***$27***

FORMS AND ENDORSEMENTS	FORM ID / EDITION
Commercial General Liability Coverage Part	
Primary And Noncontributory - Other Insurance Condition	CG2001 / 04-13*
Additional Insured - Mortgagee, Assignee Or Receiver	CG2018 / 04-13*
Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization	CG2010 / 04-13*
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	CG2404 / 05-09*
Commercial Umbrella Coverage Part	
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	CU2403 / 09-00*

An asterisk (*) indicates a new or updated version is included in this package.

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Genesee County
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**
We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
NH Jackson Properties, LLC. c/o Wilson White Company
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**
We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Genesee County	Various Locations per Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II -- Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	26330-26332 LAWRENCE CENTER LINE, MI 48015-1268
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

© Insurance Services Office, Inc., 2012

COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	26819 LAWRENCE CENTER LINE, MI 48015-1261
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

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ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	43900 SCHOENHERR RD STERLING HEIGHTS, MI 48313-1120
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

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CG 20 18 04 13

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ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	7277 BERNICE CENTER LINE, MI 48015-1227
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

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ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	26830 LIBERAL CENTER LINE, MI 48015-1259
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	25709 VAN DYKE AVE CENTER LINE, MI 48015-1841
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

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1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

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1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

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ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	26770 LIBERAL CENTER LINE, MI 48015-1237
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.
However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.
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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	30475 WOODWARD AVE ROYAL OAK, MI 48073-0914
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

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COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13

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ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	26834 LAWRENCE CENTER LINE, MI 48015-1262
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

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COMMERCIAL GENERAL LIABILITY
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ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	25780-25790 COMMERCE DR MADISON HEIGHTS, MI 48071-4157
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

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COMMERCIAL GENERAL LIABILITY
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ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	13450 FARMINGTON RD LIVONIA, MI 48150-4207
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

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ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	G4443 MILLER RD FLINT, MI 48507-1123
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

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ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	18800 EUREKA RD SOUTHGATE, MI 48195-3166
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

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ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	30489 WOODWARD AVE ROYAL OAK, MI 48073-0914
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

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CG 20 18 04 13

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ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
FLAGSTAR BANK FSB	4433 MILLER RD FLINT, MI 48507-1123
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

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COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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COMMERCIAL LIABILITY UMBRELLA
CU 24 03 09 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
NH Jackson Properties, LLC. c/o Wilson White Company

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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COMMERCIAL LIABILITY UMBRELLA
CU 24 03 09 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Genesee County

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2069 **Agenda Date:** 8/13/2025 **Agenda #:** 34.

To: Charles Winfrey, Human Services Committee Chairperson

From: Lynn M. Radzilowski, Senior Services Director

RE: : Approval of a contract between Genesee County and Smith & Klaczkiewicz, in an amount not to exceed $45,000.00, to provide Professional Audit Services for select Genesee County Senior Centers; the cost for this contract will be paid from account 2231-691.00-955.048

BOARD ACTION REQUESTED:

Approval of a contract between Genesee County and Smith and Klaczkiewicz in an amount not to exceed $45,000.00 to provide Professional Audit Services for select Genesee County Senior Centers; the cost for this contract will be paid from account 2231-691.00-955.048.

BACKGROUND:

This is the annual contract that allows the service providers to receive funding for approved budgeted monthly expenses from the Genesee County Senior Millage. RFP #23-313

DISCUSSION:

Smith and Klaczkiewicz is a for-profit service provider that receives funding for Professional Audit Services for select non-profit senior centers that are not tied to a local unit of government.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

All contracts and services that come from the Genesee County Department of Senior Services are funded by the Genesee County Senior Services Millage. The General Fund is not used for these contracts and services. # 2231-691.00-955.048

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The contracts facilitate a range of services that directly contribute to the well-being and safety of seniors, by funding programs and services that promote health, safety, and high quality of life. The

contracts additionally support the provision of free services to seniors that directly impact their financial well-being. By offering no-cost services, we can help alleviate financial burdens on seniors and allow them to manage their resources better. By continuing partnerships with senior centers and service providers, the contracts foster an inclusive and collaborative culture. Moreover, the contracts contribute to community growth by expanding the reach and scope of services available to seniors.

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 Department of Senior Services to authorize entering into the FY 2025-2026 Service Provider Contract between Genesee County and Smith and Klaczkiewicz, PC, whereby the contractor will provide Professional Audits Services for select non-profit senior centers for the term commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed $45,000.00 to be paid from account #2231-691.00-955.048, with said budget amount to be finalized following this Board's approval of the FY 2025-2026 County Budget, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County

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? New for FY 2025-2026

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 324 S. Saginaw St. Suite 7A, Flint, Michigan 48502 (the "County"), and **Smith & Klaczkiewicz, PC**, whose principal place of business is located at **PO box 6688 Saginaw, MI 48608-6688** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commenced on **10/01/2023** and was effective through **09/30/2024** (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to One (1) additional one year terms (the "Extension Terms").

The County elects to exercise its option noted above by extending the Contract for a second year. The term of the new contract will commence on **10/01/2025** and is effective through **09/30/2026**

Scope of Work

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

2. Compensation

The Contractor shall be paid according to the rates identified in the proposal in response to the attachment presented titled **Pricing for Professional Audit Services.** The maximum amount for this contract will not exceed $ **45,000.00.** Upon completion of the Services, the Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation such as reports and time sheets. The County will pay the Contractor within thirty (30) days of the County's acceptance of the invoice and supporting documentation.

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

4. Contract Administrator

The contract administrator for this Contract is **Lynn M. Radzilowski, Senior Services Director** (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.

5. Warranties

The Contractor warrants that:

5.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

5.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

5.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

5.4 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.

6. Suspension of Work

6.1 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.

6.2 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.

7. Termination

7.1 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.

7.2 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.

7.3 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.

7.4 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.

8. Equipment Purchased with County Funds

8.1 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.

8.2 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.

8.3 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.

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, sexuality, 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.

12.5 Reporting Requirements

During the term of this Contract, the Contractor must provide to the Contract Administrator the reports identified and described in Exhibit C.

13. Identity Theft Prevention

13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

13.2 For the purposes of this Paragraph, “identifying information” means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver’s license number, taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor 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.

14.1 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.

14.2 Indemnification

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

15. Independent Contractor

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

16. General Provisions

16.1 Entire Contract

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

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

16.1.3. Exhibit B – The Insurance Checklist

16.1.4. Exhibit C – Required Reports

16.1.5. Exhibit D – The Contractor's Budget FY 2025 - 2026

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

16.2 No Assignment

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

16.3 Modification

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

16.4 Binding Effect

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

16.5 Headings

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

16.6 Governing Law and Venue

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

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and

compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 Severability and Survival

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

16.9 Interpretation

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

16.10 Remedies

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

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

Smith & Klaczkiewicz	COUNTY OF GENESEE
By:_____	By:_____
Robert Klaczkiewicz, CPA Smith & Klaczkiewicz, PC	Delrico Loyd, Chairperson Board of County Commissioners
Date:_____	Date:_____

EXHIBIT A
The Scope of Work

The Auditor shall perform a financial audit of the financial statements of all funds, related entities and grant contracts of the Genesee County Department of Senior Services (GCDSS) non-profit 501C3 senior centers and will include the filing of 990's for each center. Senior Centers are requested to utilize FASB.

2. The audit shall be conducted in accordance with generally accepted government auditing standards as prescribed in State of Michigan Public Act 2 of 1968, as amended.

3. The Auditor shall, as part of the written report of audit, submit to the GCDSS a report containing an expression of opinion that the financial statements are fairly stated, or an opinion qualified as to certain funds in the financial statements, or a disclaimer of opinion and the reasons therefore, and shall explain in detail any unusual items or circumstances under which the Auditor was unable to reach a conclusion. The report shall state that generally accepted government auditing standards have been followed in the audit. The management letters to the GCDSS relating to findings or recommendations will be issued in connection with this audit. The local centers boards will retain the rights to be the signor of engagement letters and responsible party.

4. Final audit reports are to be completed no more than 2 to 3 months after the audit.

5. **PERSONNEL MATTERS** - The offeror represents that it has, or will secure at its own expense, all personnel required in performing the services, if awarded a contract.

   A. All of the services required hereunder shall be performed by the Auditor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

   B. The Auditor shall not engage the services of any person or persons in the employ of the County for any work required by the terms of an audit contract.

   C. The GCDSS shall have the right to have any personnel of the Auditor removed from the project upon demand and to receive the substitution of qualified personnel in place of those persons removed. The Auditor will not remove personnel from the project,

or substitute personnel on the project without written authorization of the GCDSS (excepting terminations).

D. The GCDSS and the Auditor shall mutually agree in advance to the priorities of staff assigned to management control review.

6. **SENIOR CENTER PARTICIPATION** - The senior center will provide adequate office space for the efficient conduct of the audit, including local telephone service for business related calls and email plus normal staff assistance during the audit for preparation of necessary work papers and schedules.

7. **CHANGES IN SCOPE OF SERVICES** - The GCDSS may, from time to time, require changes in the scope of the services of the Auditor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Auditor's compensation, which are mutually agreed upon by and between the County and the Auditor, shall be incorporated in written amendments to this Contract.

8. **DELAYS AND EXTENSIONS** -. Delays or hindrances beyond the control of the Auditor shall be compensated for by an extension of time for such reasonable period as may be mutually agreed upon between the parties; it being understood, however, that the permitting of the Auditor to proceed to complete any services or any part of them after the date to which the time of completion may have been extended shall in no way operate as a waiver of any right the GCDSS may have against the Auditor for failure to complete the project within the allotted time periods.

EXIT CONFERENCE - An audit exit conference with the Genesee County Senior Services Director, the senior center director and other appropriate board members will be conducted by the Auditor in charge. At this time the findings and recommendations regarding compliance and internal control shall be discussed. Appropriate officials shall have the opportunity to respond, orally or in writing, to the findings.

EXHIBIT B
Insurance Checklist

GENESEE COUNTY INSURANCE CHECKLIST

Professional Service Contract: RFP:23-313 – Annual Financial and Compliance Audit of Senior Centers in Genesee County, MI

	Coverage Required	Limits (Figures denote minimums)
X	1. Workers' Compensation	Statutory limits of Michigan
X	2. Employers' Liability	$100,000 accident/disease
		$500,000 policy limit, disease
		Including Premises/operations
X	3. General Liability	$1,000,000 per occurrence with $2,000,000 aggregate
		Including Products/Completed Operations and Contractual Liability
X	4. Professional liability	$1,000,000 per occurrence with $2,000,000 aggregate
		Including errors and omissions
	5. Medical Malpractice	$200,000 per occurrence $800,000 in aggregate
X	6. Automobile liability	$1,000,000 combined single limit each accident - Owned, Hired, Non-owned
	7. Umbrella liability/Excess Coverage	$ 2,000,000 BI & PD and PI
X	8. A copy of the specific additional insured endorsement naming Genesee County or a blanket additional insured endorsement must be attached to the certificate.	
	9. A 30-day notice of cancellation or non-renewal is required for all policies.	
	10. Builders Risk "All Risk" for all materials and equipment of this contract.	
X	11. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	12. The certificate must state bid number and title.	
	**Additional coverage including excess liability, pollution and errors and omissions may be required depending on the conditions of the building and processes to be utilized. Each NSP project is to be bid separately, and each will require evaluation for possible risk exposure and additional insurance requirements.	

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.

Smith & Klaczkiewicz, PC _____
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.

EXHIBIT C
Required Reports

The Auditor shall, as part of the written report of audit, submit to the GCDSS a report containing an expression of opinion that the financial statements are fairly stated, or an opinion qualified as to certain funds in the financial statements, or a disclaimer of opinion and the reasons therefore, and shall explain in detail any unusual items or circumstances under which the Auditor was unable to reach a conclusion. The report shall state that generally accepted government auditing standards have been followed in the audit. The management letters to the GCDSS relating to findings or recommendations will be issued in connection with this audit. *Additionally, the GCDSS requires that each audit be presented to the Senior Center Board and the GCDSS. Any and all deficiencies should be reported and addressed with a plan of action.*

Exhibit D
Proposed 2025-2026 Budget

Name of Center:	FY 2024-2025 Senior Millage Budget	Proposed FY 2025-2026 Budget Expenditures - Senior Millage
ADMINISTRATION		
Salaries – Administrative	$ 38,280.00	$ 38,280.00
Salaries – Support Staff	$ -	$ -
Fringes -- Employer FICA	$ -	$ -
Fringes – Medical	$ -	$ -
Fringes – Other	$ -	$ -
SUBTOTAL	$ 38,280.00	$ 38,280.00
PROGRAMMING		
Special Projects / Events	$ -	
Volunteer Expenses	$ -	$ -
SUBTOTAL	$ -	$ -
OPERATIONS		
Facility Maintenance	$ -	$ -
	$ -	$ -
Equipment Maintenance	$ -	$ -
Grounds Maintenance	$ -	$ -
Insurances & Bonds	$ -	$ -
Legal Services	$ -	$ -
Memberships / Publications	$ -	$ -
Office Supplies	$ -	$ -
Operating Supplies	$ -	$ -
Postage	$ -	$ -
Service Contracts/Licenses	$ -	$ -
Phone/ Fax/ Internet/ Web Services	$ -	$ -
Vehicle Maintenance / Insurance	$ -	$ -
Outreach	$ -	$ -
		$ -
SUBTOTAL	**$ -**	**$ -**
EQUIPMENT PURCHASES		
	$ -	$ -
	$ -	$ -
SUBTOTAL	$ -	$ -
TOTAL AWARD EXPENDITURES	**$ 38,280.00**	**$ 38,280.00**

COST AND PRICE ANALYSIS

Flushing Area Senior Citizens, Inc.
Year Ended December 31st

	Estimated Hours	Hourly Rate	Total Cost FY 2025
Engagement Partner	30	$ 110	$ 3,300
Concurring Partner	4	110	440
IRS Form 990	4	110	440
Total	38		$ 4,180

Forest Township Area Senior Citizens Center, Inc.
Year Ended December 31st

	Estimated Hours	Hourly Rate	Total Cost FY 2025
Engagement Partner	30	$ 110	$ 3,300
Concurring Partner	4	110	440
IRS Form 990	4	110	440
Total	38		$ 4,180

Brennan Senior Center, Inc.
Year Ended December 31st

	Estimated Hours	Hourly Rate	Total Cost FY 2025
Engagement Partner	30	$ 110	$ 3,300
Concurring Partner	4	110	440
IRS Form 990	4	110	440
Total	38		$ 4,180

Carman-Ainsworth Senior Citizens Organization
Year Ended December 31st

	Estimated Hours	Hourly Rate	Total Cost FY 2025
Engagement Partner	30	$ 110	$ 3,300
Concurring Partner	4	110	440
IRS Form 990	4	110	440
Total	38		$ 4,180

Heart of Senior Citizen Services
Year Ended September 30th

	Estimated Hours	Hourly Rate	Total Cost FY 2025
Engagement Partner	30	$ 110	$ 3,300
Concurring Partner	4	110	440
IRS Form 990	4	110	440
Total	38		$ 4,180

Eastside Senior Citizens Association, Inc.
Year Ended September 30th

	Estimated Hours	Hourly Rate	Total Cost FY 2025
Engagement Partner	35	$ 110	$ 3,850
Concurring Partner	4	110	440
IRS Form 990	4	110	440
Total	43		$ 4,730

Hasselbring Senior Center
Year Ended September 30th

	Estimated Hours	Hourly Rate	Total Cost FY 2025
Engagement Partner	30	$ 110	$ 3,300
Concurring Partner	4	110	440
IRS Form 990	4	110	440
Total	38		$ 4,180

Swartz Creek Area Senior Citizens, Inc.
Year Ended June 30th

	Estimated Hours	Hourly Rate	Total Cost FY 2025
Engagement Partner	30	$ 110	$ 3,300
Concurring Partner	4	110	440
IRS Form 990	4	110	440
Total	38		$ 4,180

Davison Area Senior Center, Inc.
Year Ended June 30th

	Estimated Hours	Hourly Rate	Total Cost FY 2025
Engagement Partner	35	$ 110	$ 3,850
Concurring Partner	4	110	440
Total	39		$ 4,290

GENESEE COUNTY
SENIOR SERVICES

Insurance Information
Smith & Klaczkeiwcz

1101 Beach Street Room 100 Flint MI 48502 (810) 424-4478

GENESEE COUNTY INSURANCE CHECKLIST

Professional Service Contract: RFP:23-313 – Annual Financial and Compliance Audit of Senior Centers in Genesee County, MI

Coverage Required	Limits (Figures denote minimums)
X 1. Workers' Compensation	Statutory limits of Michigan
X 2. Employers' Liability	$100,000 accident/disease $500,000 policy limit disease
X 3. General Liability	Including Premises/operations $1,000,000 per occurrence with $2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
X 4. Professional liability	$1,000,000 per occurrence with $2,000,000 aggregate Including errors and omissions
___ 5. Medical Malpractice	$200,000 per occurrence $800,000 in aggregate
X 6. Automobile liability	$1,000,000 combined single limit each accident - Owned, Hired, Non-owned
___ 7. Umbrella liability/Excess Coverage	$ 2,000,000 BI & PD and PI
X 8. A copy of the specific additional insured endorsement naming Genesee County or a blanket additional insured endorsement must be attached to the certificate.	
___ 9. A 30-day notice of cancellation or non-renewal is required for all policies.	
___ 10. Builders Risk "All Risk" for all materials and equipment of this contract	
X 11. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X 12. The certificate must state bid number and title.	
**Additional coverage including excess liability, pollution and errors and omissions may be required depending on the conditions of the building and processes to be utilized. Each NSP project is to be bid separately, and each will require evaluation for possible risk exposure and additional insurance requirements.	

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

Smith & Klaczkiewicz, PC _____

Contractor Signature

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Affinity Insurance Services, Inc.
1100 Virginia Drive
Suite #250
Fort Washington, PA 19034

CONTACT NAME: Todd C Kelly
PHONE (A/C, No, Ext): 847-771-0018 **FAX (A/C, No):**
E-MAIL ADDRESS: todd.kelly@aon.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Mr. Robert Klaczkiewicz
Smith & Klaczkiewicz, PC
4313 Scenic Dr E
Saginaw, MI 48603

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Professional Liability / Errors and Omission Insurance			APL 275455140	4/07/25	4/07/26	Limit $1,000,000 $2,000,000	Deductible $5,000

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

CERTIFICATE HOLDER

Genesee County
RFP# 23-313
1101 Beach Street
Flint, MI 48502-1428

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lennox A. Caruth Jr.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AFFINITY INS SRVCS INC/PHS/ACCNTN 39320230 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (866) 467-8730 **FAX (A/C, No):** E-MAIL ADDRESS:
INSURED SMITH & KLACZKIEWICZ, PC PO BOX 6688 SAGINAW MI 48608-6688	**INSURER(S) AFFORDING COVERAGE** — **NAIC#** **INSURER A :** Twin City Fire Insurance Company — 29459 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	X		39 SBM UR5620	10/17/2024	10/17/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			39 SBM UR5620	10/17/2024	10/17/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y/N** [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	EMPLOYMENT PRACTICES LIABILITY			39 SBM UR5620	10/17/2024	10/17/2025	Each Claim Limit Aggregate Limit	$10,000 $10,000

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

Those usual to the Insured's Operations. GENESEE COUNTY RFP#23-313 Annual Financial and Compliance Audit of Senior Centers in Genesee County Michigan is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy. AM Best Rating: A+

CERTIFICATE HOLDER	**CANCELLATION**
GENESEE COUNTY RFP#23-313 1101 BEACH ST FLINT MI 48502-1428	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE** Susan L. Castaneda

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BUSINESS LIABILITY COVERAGE FORM

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QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. **Incidental Medical Malpractice**

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. **MEDICAL EXPENSES**

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

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

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. **COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS**

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. **Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. **Personal And Advertising Injury**

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

2. **Applicable To Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

a. **Any Insured**
To any insured, except "volunteer workers".

b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.

d. **Workers' Compensation And Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. **Athletics Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. **Products-Completed Operations Hazard**
Included with the "products-completed operations hazard".

g. **Business Liability Exclusions**
Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. **Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. **Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. **Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. **Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. **Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. **Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. **Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. **Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. **Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

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

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

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

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

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

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

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

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. **Financial Responsibility Laws**

   a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

   b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. **Legal Action Against Us**

   No person or organization has a right under this Coverage Form:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. **Separation Of Insureds**

   Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

   a. As if each Named Insured were the only Named Insured; and

   b. Separately to each insured against whom a claim is made or "suit" is brought.

6. **Representations**

   a. When You Accept This Policy

   By accepting this policy, you agree:

   (1) The statements in the Declarations are accurate and complete;

   (2) Those statements are based upon representations you made to us; and

   (3) We have issued this policy in reliance upon your representations.

   b. Unintentional Failure To Disclose Hazards

   If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. **Other Insurance**

   If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

   a. Primary Insurance

   This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

   b. Excess Insurance

   This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

   (1) Your Work

   That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

   (2) Premises Rented To You

   That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

   (3) Tenant Liability

   That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

   (4) Aircraft, Auto Or Watercraft

   If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

   (5) Property Damage To Borrowed Equipment Or Use Of Elevators

   If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. **Additional Insured - Designated Person Or Organization**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

   a. In the performance of your ongoing operations; or

   b. In connection with your premises owned by or rented to you.

2. **Additional Insured - Managers Or Lessors Of Premises**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

   b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   This insurance does not apply to:

   (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. **Additional Insured - Grantor Of Franchise**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. **Additional Insured - Lessor Of Leased Equipment**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. **Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

   b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   This insurance does not apply to:

   (1) Any "occurrence" that takes place after you cease to lease that land; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. **Additional Insured - State Or Political Subdivision – Permits**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. **Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

      (1) In the performance of your ongoing operations for the additional insured(s); or

      (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

10. **Additional Insured – Co-Owner Of Insured Premises**

    WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

   a. **(1)** Radio;
      (2) Television;
      (3) Billboard;
      (4) Magazine;
      (5) Newspaper;

   b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

   c. Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:

   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

   b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

   a. Injury;

   b. Sickness; or

   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

COUNTY OF GENESEE
WORKERS' COMPENSATION RELEASE FORM
FOR CORPORATIONS AND LIMITED LIABILITY COMPANIES

I, Robert Klaczkiewicz, as an independent contractor performing work and/or services for the County of Genesee, acknowledge that I am the ~~sole employee~~ President of Smith & Klaczkiewicz, a corporation or limited liability company, (delete one) registered in the State of Michigan, and will not employee any person(s) in the work to be performed for the County of Genesee under this contract for Senior Centers 16-098

I am familiar with the requirements of the Workers' Disability Compensation Act, and as the sole employee of the above corporation or limited liability company, 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 give up 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 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 of work under this contract or otherwise become subject to the Workers' Disability Compensation Act of Michigan.

Signature (contractor) — Date: 6/18/2018

Witness (other than relative) — Date

1/14/2016

Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2082 **Agenda Date:** 8/13/2025 **Agenda #:** 35.

To: Charles Winfrey, Human Services Committee Chairperson

From: Michelle Estell, RS, MSA, Health Officer

RE: Approval of an agreement between Genesee County and University of Michigan-Flint Social Work Practicum Experience Affiliation to provide practicum experience opportunities for University students

BOARD ACTION REQUESTED:

Approval of an agreement between the University of Michigan-Flint and Genesee County to provide practicum experience opportunities for University students.

BACKGROUND:

The University of Michigan-Flint's BSW and MSW practicum programs are designed to prepare future social work professionals with the skills needed to promote meaningful change in communities. Through hands-on practicum experiences, students apply classroom learning in real-world settings, developing core competencies and gaining practical experience under the guidance of qualified field instructors.

DISCUSSION:

The Genesee County Health Department will provide practicum experience to students enrolled in the University of Michigan-Flint's BSW and MSW programs. Health Department staff will collaborate with student interns to develop goals and objectives that align with the University of Michigan - Flint's practicum requirements and CSWE core competencies. This partnership is supported by an active affiliation agreement that outlines the arrangement between the University of Michigan - Flint Practicum Education Office and Genesee County. **No funding or county appropriation is needed.**

IMPACT ON HUMAN RESOURCES:

There is no anticipated impact on human resources.

IMPACT ON BUDGET:

There will be no impact on budget, no funds exchanged.

IMPACT ON FACILITIES:

There is no anticipated impact on facilities.

IMPACT ON TECHNOLOGY:

Students may need temporary access to a county email address and existing county device.

CONFORMITY TO COUNTY PRIORITIES:

Collaborations between community agencies and the University of Michigan-Flint strengthen the local workforce and support long-term community well-being. The partnership between UM-Flint and the Genesee County helps build a pipeline of skilled social work professionals equipped to improve health outcomes and contribute to sustainable public health initiatives across Genesee County.

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 Affiliation Agreement between Genesee County and the Regents of the University of Michigan, whereby the Health Department will partner with University of Michigan-Flint College of Health Services, Social Work Department, for services related to the placement of BSW and MSW student interns through the Social Work Practicum Program for a five-year period commencing upon the signing of said agreement, at no cost to the county, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the August 13, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF MICHIGAN
ON BEHALF OF
THE UNIVERSITY OF MICHIGAN-FLINT
COLLEGE OF HEALTH SCIENCES
SOCIAL WORK DEPARTMENT
AND
GENESEE COUNTY
ON BEHALF OF
THE GENESEE COUNTY HEALTH DEPARTMENT

This Affiliation Agreement ("Agreement") is made and entered between the Regents of The University of Michigan, a Michigan Constitutional corporation, on behalf of the University of Michigan-Flint College of Health Sciences, Social Work Department ("University"), located in Flint, Michigan, and Genesee County on behalf of the Genesee County Health Department ("Site") located in Flint, MI.

In order to fulfill the objectives of its Social Work Program, the University desires to obtain for its undergraduate or graduate students enrolled in the program on-site supervised educational experiences. The Site recognizes the need for and desires to aid in the educational development of social work professionals and is willing to make its employees and premises available for such purposes. This Agreement is designed to provide the University students with on-site supervised student educational experiences conducted by and at the Site for academic credit at the University. If the Site has more than one location, this Agreement shall encompass on-site supervised student educational experiences conducted at all Site locations, facilities, subsidiaries, and affiliates.

I. EDUCATIONAL PREPARATION OF STUDENTS

The University will assign students to the Site based on its assessment of students' learning goals, educational interests, and relevant experience. The University will use its best efforts to ensure that students selected for participation in the student experience are prepared for effective participation in the student education phase of their overall program and will retain ultimate responsibility for the academic education of its students.

II. RELATIONSHIP OF THE UNIVERSITY AND THE SITE

A. The Site:

1. Will plan and administer all aspects of client services at its facilities. The Site shall have responsibility for the rendering of high quality client services and shall have final responsibility, authority, and supervision over all aspects of client services.

2. Will participate with the University and the students, where applicable, in the selection of learning opportunities in keeping with the objectives developed by the University for the student educational experience.

3. Will allow students to perform student educational experience activities under the supervision of registered, licensed or certified Site staff.

4. Will be guided by objectives of the students' learning in the provision of student educational experiences while the students are at the Site.

5. Will designate a suitable liaison person(s) to work with the University and the students, and, in the absence of such person, will designate a suitable alternate person to be available for such purposes.

6. Will orient the students to the rules, policies, regulations, and procedures of the Site.

7. Will provide students with assigned space and essential office equipment and supplies necessary for the student educational experience at the Site.

8. Will allow students access to the Site's library and other printed materials. Subject to necessity and prior arrangement, the Site may allow the University to temporarily place reference books in the Site for the students' use.

9. Will engage in the regular exchange of information between the University and the Site through either on-site visits arranged at a mutually convenient time, or written or telephone communications.

10. Will participate in post-program evaluation data-collection, where applicable.

11. Will provide emergency health care, if available, to students for illnesses or injuries incurred while students are on Site premises under this Agreement. Financial responsibility for such emergency health care shall rest with the individual students.

12. Agrees to the timely sharing of any information relating to possible concerns, disciplinary or otherwise, that Site may have, or of which Site is aware, relating to a student placed at Site pursuant to this Agreement. Site also agrees to provide timely responses to any other reasonable requests for information that University may make regarding a student placed at Site pursuant to this Agreement.

B. The University:

1. Acknowledges the Site's need to maintain its standard of service and its relationship within the community.

2. Will be responsible for curriculum planning, admission, administration, matriculation, faculty appointments, and promotions with respect to the University's academic Social Work program.

3. Will be responsible for the final evaluation of the students' performance. The University will provide the Site with student learning objectives to enable the Site to provide the University with information useful and/or necessary for such evaluation. The University, along with Site personnel, will evaluate the student educational experiences available within the Site.

4. Will coordinate student placements in the Site with the designated Site liaison and will provide the following information to the Site prior to the beginning of the student educational experience:

a. the names of students to be placed with the Site no later than one (1) week prior to the beginning of each student educational experience at the Site;

b. the beginning and ending dates of the student educational experience at the Site;

c. learning objectives for the student educational experience; and,

d. the level of students (e.g., senior, fourth level students).

5. Will designate a qualified liaison person(s) to whom all communication from the Site may be sent and will provide for a regular exchange of information between the University and the Site through either on-site visits arranged at a mutually convenient time, or written or telephone communications.

6. Will advise its students that students will be subject to the Site's policies, procedures, student protocols, rules, and regulations, including the Site's policy on uniforms and dress code, while participating in the student educational experience at the Site's facility(ies).

7. Will, if requested by the Site, advise its students that each student will be required by the Site to provide directly to the Site evidence of student's completion of any immunization(s), physical examination(s), criminal background check(s), and/or drug screen(s) as may be required by the Site.

III. ACCEPTANCE/REFUSAL OF STUDENT; WITHDRAWAL/REMOVAL OF STUDENT

A. It will be the responsibility of the Site to set its own professional eligibility standards and requirements for student participation in a student educational experience at the Site and to evaluate the student information provided to the Site by the student pursuant to Section II.B.7, above. If the Site determines that a student does not meet its professional eligibility standards and requirements to participate in a student educational experience at the Site, the Site will notify the student and the University of such determination in writing, including the basis for the Site's determination. The University will ensure that a student so identified by the Site does not participate in the student educational experience at the Site.

B. The Site may take immediate action, without giving prior notice to the University, to temporarily remove a student from student educational experience activities at the Site to correct an emergent situation where the Site has deemed the student to be a risk to the safety and care of the Site's students, or to the safety of the Site's guests, employees, or the students themselves. The Site will notify the University in writing as soon as possible of the action taken, including the basis for the Site's determination.

C. The Site reserves the right to permanently terminate the participation of a student in a student educational experience at the Site for a reasonable cause related to the Site's need to ensure the quality of student care and student safety. The Site will submit a written request to the University for the termination of a student's participation in a student educational experience at the Site, including the basis for the Site's determination, and the University will immediately take steps to comply with the request.

IV. STUDENT SUPERVISION

The Site shall have full supervisory authority and responsibility over the students while they are at the Site pursuant to this Agreement. No University faculty will be assigned to the Site.

V. STUDENT/EMPLOYEE STATUS

The Site understands and agrees that the students shall not be deemed employees of the Site for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, Social Security, or any other purpose due to their participation in the internship with the Site pursuant to this Agreement. The Site further understands and agrees that students will be in a learning situation and that the primary purpose of their placement with the Site pursuant to this Agreement is for learning. The Site will maintain the quality of client care/services without relying on the students' practicum placement learning experience activities for staffing purposes. The Site is also encouraged to provide a stipend to each student for the students' practicum placement learning experience activities but is under no obligation to do so. If a student is also an employee of the Site, the Site agrees that the student's learning experience-specific activities will at all times be planned, conducted, supervised, and kept separate from the student's activities and duties as a Site's employee.

VI. CONFIDENTIALITY

A. The University shall inform its students of and advise that they must act pursuant to all applicable federal and state laws and regulations regarding confidentiality of client/student information and records, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The parties acknowledge that many student records and other personally identifiable information regarding students ("Education Records") are protected by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. § 99.1 et seq. Site shall not release information contained in these Education Records, but shall instead refer all requests for information respecting such Education Records to University.

C. Notwithstanding anything else herein, nothing in this Agreement shall prevent either party from producing documents or disclosing information that is required by law (such as the Michigan Freedom of Information Act [FOIA]) or a valid production document (such as a warrant or subpoena).

VII. NON-DISCRIMINATION

Each party shall accept, assign, supervise, and evaluate qualified students regardless of race, sex, color, religion, creed, national origin or ancestry, age, marital status, disability, veteran status,

height, or weight, in accordance with federal and state law. In addition, the University does not discriminate on the basis of sexual orientation (including gender identity and gender expression) in accordance with the policies of the University of Michigan.

VIII. INSURANCE

A. The University is self-insured and shall maintain in full force and effect for the term of this Agreement, and any renewals thereof, the following occurrence-based insurance covering the University and its students: 1) commercial general liability insurance with minimum limits of coverage of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the general aggregate; 2) professional liability insurance with minimum limits of coverage of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate; however, the University's insurance coverage for the students only extends to the students' learning experience-specific activities. The University will provide the Site with current certificates of insurance, upon request.

B. The Site shall maintain in full force and effect for the term of this Agreement, and any renewals thereof, the following occurrence-based insurance or self-insurance covering the Site and its employees: 1) commercial general liability insurance with minimum limits of coverage of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the general aggregate; and, 2) professional liability insurance with minimum limits of coverage of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate. The Site will furnish the University with current certificates of insurance, upon request.

C. Compliance with the foregoing requirements as to carrying insurance and furnishing evidence of such will not relieve either party of its liabilities and obligations under this Agreement.

IX. RESPONSIBILITY FOR ACTIONS

To the extent permitted by law, each party will remain responsible only for its own acts and omissions and the acts and omissions of its employees, officers, directors, and affiliates. A party shall not be liable for any claims, demands, actions, costs, expenses and liabilities, including reasonable attorneys' fees, which may arise in connection with the failure of the other party or its employees, officers, directors, or agents to perform any of their obligations under this Agreement.

X. TERM AND TERMINATION

The term of this Agreement shall commence as of the date of last signature by the parties and shall continue for five (5) years, unless terminated as set forth in this Section. This Agreement may be terminated by either party, provided written notice of this effect is given to the other party at least ninety (90) days prior to the proposed date of termination. In the event of termination or expiration of this Agreement, the parties shall cooperate and use their reasonable best efforts to let any students complete their student educational experience already in progress at the Site.

XI. AMENDMENT

No amendment or modification to this Agreement, including any amendment or modification of this paragraph, shall be effective unless in writing and signed by both parties.

XII. NOTICES

Any and all notices required to be given under this Agreement shall be directed to:

Site:
Attn: Ashley Herbig, MAS
Title Quality, Licensure & Emergency Response Administrator
Genesee County Health Department
630 S. Saginaw St., Ste 4
Flint, MI 48502
Ph: 810-341-5239
Email: aherbig@geneseecountymi.gov

University:
Attn: Julie Ma, PhD, MSW
Director
Social Work Department
University of Michigan-Flint
303 E. Kearsley St.
WSW, Rm. 4203
Flint, MI 48502
Ph: (810) 762-3390
Email: majul@umich.edu

Copy to: Attn: Julie Insalaco
Contract Administrator Senior
Financial Services & Contracts
University of Michigan-Flint
303 E. Kearsley St.
Northbank Center, Suite 504
Flint, MI 48502
Ph: 810.762.3487
Email: jinsalac@umich.edu

XIII. SOVEREIGN IMMUNITY

The parties acknowledge that the University of Michigan is a corporation created under the Michigan Constitution and retains all rights, immunities, and defenses provided under the Michigan and U.S. Constitutions and applicable federal and state law with regard to any claim, demand, or action arising out of this Agreement.

XIV. MISCELLANEOUS

A. There will be no monetary consideration paid by either party to the other under this Agreement, it being acknowledged that the program provided hereunder is mutually beneficial. The parties will cooperate in administering this Agreement in a manner which will tend to maximize the mutual benefits provided to the University and the Site.

B. This Agreement is intended solely for the mutual benefit of the parties thereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the Site and the University; without limiting the generality of the foregoing, no rights are intended to be created for any student, parent or guardian of any student, employer or prospective employer of any student.

C. This Agreement does not create any agency, partnership, joint venture, or employment relationship between the parties.

D. Each party agrees it will not use the other party's names, marks, or logos in any advertising, promotional material, press release, publication, public announcement, or through other media, whether written, oral, or otherwise, without the prior written consent of the other party. Prior written consent will not be required for use of the other party's name in the context of factual or descriptive statements regarding the subject matter of this Agreement.

E. Neither Site nor the University shall be liable for failure to perform its respective obligations under the Agreement when failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy related closings, pandemic or epidemic, or like causes beyond the reasonable control of the party ("Force Majeure Event"). In the event that either party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the party shall: (a) as soon as practicable notify the other party in writing of the Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible, including, as applicable, abiding by the disaster plan in place for the University. In the event that any Force Majeure Event delays a party's performance for more than thirty (30) calendar days following notice by the delaying party pursuant to this Agreement, the other party may terminate this Agreement immediately upon written notice.

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter, and all prior discussions, agreements, and understandings between the parties regarding the subject, whether oral or in writing, are hereby superseded by this Agreement.

XVI. SIGNATURE AUTHORITY

Each party represents and warrants that the individual signing this Agreement on its behalf has the authority to do so and to so legally bind the party.

(Signature page to follow)

THE REGENTS OF THE UNIVERSITY OF MICHIGAN

By:_____
Abby Parrill-Baker, PhD.
Provost and Vice Chancellor for Academic Affairs The
University of Michigan-Flint

Date:_____

Acknowledged by:
UNIVERSITY OF MICHIGAN-FLINT
COLLEGE OF HEALTH SCIENCES

By:_____
Donna Fry, PT, PhD, CHC
Dean

Date:_____

By:_____
Julie Ma, PhD, MSW
Director, Social Work Department

Date:_____

GENESEE COUNTY ON BEHALF OF THE GENESEE COUNTY HEALTH DEPARTMENT

By:_____
Delcrio J. Loyd
Chairman, Genesee County Board of Commissioners

Date:_____