Implementing or Expanding the Administration of Medications for Opioid Use Disorder within Jails in Michigan Project

Agreement

Agreement Number: 2024-04

Contract Title: Implementing or Expanding the Administration of Medications for Opioid Use Disorder within Jails in Michigan

THIS AGREEMENT (the "**Agreement**"), shall be effective this April 1, 2026, through October 25, 2026 (the "**Term**").

BY AND BETWEEN Genesee County, Office of Genesee County Sheriff (the "**Applicant Agency**") and Health Management Associates, Inc. (the "**Sub-Recipient**" and, together with Applicant Agency, the "**Parties**" and each a "**Party**"), created under laws governing the State of Michigan, Michigan Department of Health and Human Services ("**MDHHS**").

WHEREAS, the Sub-Recipient is the subrecipient of the initial settlement payments with pharmaceutical distributors, awarded by MDHHS (the "Michigan County Jail MOUD Grant") pursuant to an agreement between MDHHS and the Sub-Recipient (the "MDHHS Agreement");

WHEREAS, under the MDHHS Agreement, Sub-Recipient will distribute grants of varying amounts from the Michigan County Jail MOUD Grant to each participating Michigan county, for the purpose of implementing specific and approved strategies to expand access to medications for opioid use disorder (MOUD) in the county's jail(s) (the "**Distribution Purpose**").

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. GRANT AMOUNT AND INTENT: Applicant Agency has opportunity to receive up to $25,000.00 from the Sub-Recipient under the MDHHS Agreement to achieve the following objectives and grant activities:
   - Genesee County seeks to reduce the negative impacts of overdose in the Genesee County Jail and throughout the community by expanding access to jail-based MOUD. To achieve this, Genesee County will begin continuations of all buprenorphine and naltrexone products for all verified detainees booking into the Genesee County Jail. Genesee County will leverage the established jail-based MOUD implementation team including the Office of Genesee County Sheriff, Greater Flint Health Coalition, New Paths, Inc., and VitalCore Healthcare Solutions to develop and implement the jail-based MOUD continuations program. The MOUD learning collaborative grant will support the implementation team through technical assistance and training to ensure the utilization of best practices to achieve optimal outcomes for the priority population.

2. APPLICANT AGENCY OBLIGATIONS: To be eligible to receive the funds specified in Section 1, the Applicant Agency must comply with the requirements of this Agreement, including any participation requirements contained in ***Exhibit A: Enrollment Form for Michigan Learning Collaborative to Support MOUD in County Jails, Exhibit B: Terms and Conditions & Allowable Expenditures,*** and any applicable federal, state, and local laws, including, without limitation, applicable HIPAA and privacy laws and the obtaining of any consents or authorizations when required. Applicant Agency is expected to spend any funds received under this Agreement by October 25, 2026.

The Applicant Agency identifies the following entity information and representatives:

Entity's Legal Name	Genesee County
Doing Business As (if applicable)	Office of Genesee County Sheriff
Street Address	1002 S. Saginaw Street
City, State, Zip	Flint, MI 48502
Mailing Address, if different	1002 S. Saginaw St. Flint, MI 48502

Primary Grant Director	Authorized Signatory	Contract Representative
Individual leading implementation of the grant	*Individual authorized to sign on behalf of applicant agency*	*Individual responsible for agreement processing and negotiation*
Jillian Macey, Captain	Christopher R. Swanson, Sheriff	Jillian Macey, Captain
jmacey@geneseecountymi.gov	cswanson@geneseecountymi.gov	jmacey@geneseecountymi.gov
	Dale Weighill, Board Chairman	
	dweighhill@geneseecountymi.gov	

3. DISTRIBUTION OF FUNDS: The Sub-Recipient will distribute the full grant amount as indicated in section 1 of this Agreement ($25,000.00) to the Applicant Agency following execution of this Agreement and upon receipt of funds from MDHHS. If the Sub-Recipient, in its sole discretion, determines that the Applicant Agency has not fulfilled the requirements of this Agreement, then Sub-Recipient shall withhold the second distribution of funds to the Applicant Agency.

4. REPAYMENT OF FUNDS: In the event the Applicant Agency spends funds distributed under this Agreement in a manner inconsistent with the Distribution Purpose or otherwise in violation of this Agreement, the Applicant Agency agrees to repay the Sub-Recipient any funds distributed under this Agreement.

5. RECORDKEEPING; REPORTING; AUDIT AND AVAILABILITY OF APPLICANT AGENCY RECORDS: The Applicant Agency shall keep such records as necessary to demonstrate compliance with this Agreement. The Applicant Agency shall submit reports in such quantity and frequency as determined by the Sub-Recipient demonstrating its compliance with the requirements of this Agreement. If applicable, the Applicant Agency will complete and submit such documentation requested by the Sub-Recipient to assure compliance with any applicable audit requirements. The Applicant Agency agrees to retain all books, records, and other documents relative to this Agreement for at least three (3) years following final payment under this Agreement, unless any litigation, claim, financial management review, or audit is started before the expiration of the three (3)-year period, in which case the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Applicant Agency agrees to make such records available for review to the Sub-Recipient, MDHHS, or any of their respective authorized representatives.

6. NOTICE: All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each a "Notice") shall be in writing and addressed to: (a) Sub-Recipient at 2501 Woodlake

Circle, Suite 100, Okemos, MI 48864; or (b) the Applicant Agency at 1106 Beach Street, Flint, MI 48502. The Parties may update their respective addresses from time to time by providing a Notice in accordance with this Section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.

7. LIABILITY. Each Party is responsible for its own acts or omissions and the negligent acts and omission of its respective employees, personnel, and agents, to the greatest extent allowed by law. The Applicant Agency shall promptly notify the Sub-Recipient of any claim against the Applicant Agency that relates to the Applicant Agency's performance under this Agreement.

8. DEBARMENT AND SUSPENSION. The Applicant Agency certifies, to the best of its knowledge and belief and after reasonable due diligence, that its principles and key personnel:

    a. Are not presently suspended, debarred, declared ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency;
    b. Within the three (3)-year period preceding the execution of Agreement, have not been convicted of, or had a civil judgment rendered against them for:
        i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;
        ii. Violation of a Federal or State antitrust statute;
        iii. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
        iv. False statements or receipt stolen property.
    c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above.
    d. Within a three (3)-year period preceding the execution of this Agreement, have not had any public transaction (Federal, State, or local) terminated for cause or default.

9. ENTIRE AGREEMENT: This Agreement, together with any other documents incorporated by reference, including Exhibit A, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

10. AMENDMENT: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party to this Agreement, and any of the terms thereof may be waived, only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance.

11. GOVERNING LAW: This Agreement and all related documents, including all appendix, exhibits, or schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Michigan.

12. SEVERABILITY: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13. EXECUTION IN COUNTERPART: This Agreement may be executed in multiple counterparts and by e-mail or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

14. GRANT ADMINISTRATION

Is the Applicant Agency a public institution? Yes _____ No_____

Applicant Agency must submit a completed IRS Form W-9 and direct deposit form with the signed agreement. Funds will be paid via electronic fund transfer.

(SIGNATURES BELOW)

IN WITNESS WHEREOF, each of the Parties has caused this Agreement 2024-04 to be executed by its duly authorized representative on the day and year written below:

APPLICANT AGENCY:

GENESEE COUNTY, OFFICE OF GENESEE COUNTY SHERIFF

By: _____
(SIGNATURE)

Name: Christopher R. Swanson_____

Title: Sheriff_____

Date: _____

By: _____
(SIGNATURE)

Name: Dale Weighill_____

Title: Board Chairman, Genesee County_____

Date: _____

SUB-RECIPIENT:

HEALTH MANAGEMENT ASSOCIATES, INC.

By: _____
(SIGNATURE)

Name: _____

Title: _____

Date: _____