



**GENESEE COUNTY**  
**— M I C H I G A N —**

**Genesee County**  
**Human Services Committee**  
**Agenda**

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Wednesday, April 8, 2026

5:30 PM

324 S.Saginaw St., Bryant "BB"  
Nolden Auditorium

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**I. CALL TO ORDER**

**II. ROLL CALL**

**III. APPROVAL OF MINUTES**

[RES-2026-0420](#) Approval of Meeting Minutes - March 11, 2026

**IV. PUBLIC COMMENT TO COMMITTEE**

**V. COMMUNICATIONS**

**Report from Director of Administration**

[26-160](#) Quarterly Report from Genesee County's Health Department

[26-228](#) RxKids Agreement

**VI. OLD BUSINESS**

**VII. NEW BUSINESS**

- 1. [RES-2026-0261](#)** Approval of a contract between Genesee County and Region 10 Prepaid Inpatient Health Plan, in the amount of \$34,108.42, to implement tobacco compliance services utilizing designated youth Tobacco Use Services; the cost of this agreement will be paid from the account listed

2. [RES-2026-0311](#) Approval of a Subrecipient Contract Amendment between Genesee County's Health Department and Global Clinical LLC, in an amount not to exceed \$119,570.00, to provide behavioral health services for the Healthy Start Initiative; the contract would be valid from April 1, 2026 through March 31, 2027; to be paid from account 2211-607.01-801.060
3. [RES-2026-0343](#) Approval of a grant award amendment from VAAA, for a revised total of \$1,072,509.00, to provide for additional senior meal programming; the budget for this grant award amendment is attached
4. [RES-2026-0377](#) Approval of an agreement between Genesee County and Rx Kids, in an annual amount of \$427,680.00, to provide the prenatal and infant health program for the first six months after birth in the following high-priority communities; Flint Township, Montrose City, Montrose Township, Genesee Township, Mt. Morris City, and Mt. Morris Township; this is a three (3) year program
5. [RES-2026-0382](#) Approval of a purchase order to Mass Transportation Authority for the fiscal year ending 2026, in an amount not to exceed \$5,000.00, to provide for programming supplies to provide transportation assistance; the cost of this purchase order will be paid from account 2211-607.01-763.000
6. [RES-2026-0388](#) Approval of a budget increase to the Mundy Township Senior and Enrichment Center, not to exceed \$17,956.75 for the next three months as a Level 3 center; funding will come from the senior millage fund balance to account #2231-691.00-867.018
7. [RES-2026-0389](#) Approval of an award increase to Atlas Township, in the amount not to exceed \$20,000.00, to provide an Administrative Assistant for the Silver Foxes; the cost for this will come from the fund balance and be paid from the account 2231-691.00-883.032
8. [RES-2026-0404](#) Approval of a request to place a renewal question on the August 2026 ballot for the Health Services Millage

**VIII. OTHER BUSINESS**

**IX. ADJOURNMENT**



# Genesee County

## Staff Report

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

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**File #:** RES-2026-0420

**Agenda Date:** 4/8/2026

**Agenda #:**

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Approval of Meeting Minutes - March 11, 2026



**Genesee County  
Human Services Committee  
Meeting Minutes**

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**Wednesday, March 11, 2026**

**5:30 PM**

**324 S.Saginaw St., Bryant "BB"  
Nolden Auditorium**

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**I. CALL TO ORDER**

Commissioner Winfrey called the meeting to order at 9:38 PM.

**II. ROLL CALL**

**Present:** Charles Winfrey, Delrico J. Loyd, Gary L. Goetzinger, Beverly Brown, Shaun Shumaker, Martin L. Cousineau and Dale K. Weighill  
**Absent:** James Avery and Brian K. Flewelling

**III. APPROVAL OF MINUTES**

**[RES-2026-0303](#)** Approval of Meeting Minutes - February 11, 2026

**RESULT:** APPROVED

**MOVER:** Shaun Shumaker

**SECONDER:** Gary L. Goetzinger

**Aye:** Chairperson Winfrey, Commissioner Loyd, Commissioner Goetzinger, Commissioner Brown, Commissioner Shumaker, Commissioner Cousineau and Commissioner Weighill

**Absent:** Vice Chair Avery and Commissioner Flewelling

**IV. PUBLIC COMMENT TO COMMITTEE**

**V. COMMUNICATIONS**

**VI. OLD BUSINESS**

**VII. NEW BUSINESS**

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1. [RES-2026-0154](#) Approval of the 2026 Genesee County Military and Veterans Gala  
**RESULT:** REFERRED  
**MOVER:** Delrico J. Loyd  
**SECONDER:** Dale K. Weighill  
**Aye:** Chairperson Winfrey, Commissioner Loyd, Commissioner Goetzinger, Commissioner Brown, Commissioner Shumaker, Commissioner Cousineau and Commissioner Weighill  
**Absent:** Vice Chair Avery and Commissioner Flewelling
  2. [RES-2026-0159](#) Approval of 2026 Veterans Resource Rally  
**RESULT:** REFERRED  
**MOVER:** Delrico J. Loyd  
**SECONDER:** Dale K. Weighill  
**Aye:** Chairperson Winfrey, Commissioner Loyd, Commissioner Goetzinger, Commissioner Brown, Commissioner Shumaker, Commissioner Cousineau and Commissioner Weighill  
**Absent:** Vice Chair Avery and Commissioner Flewelling
  3. [RES-2026-0177](#) Approval of a request to submit the 2026-2027 Head Start Grant Application to the Department of Health and Human Services/Administration for Children and Families  
**RESULT:** REFERRED  
**MOVER:** Beverly Brown  
**SECONDER:** Delrico J. Loyd  
**Aye:** Chairperson Winfrey, Commissioner Loyd, Commissioner Goetzinger, Commissioner Brown, Commissioner Shumaker, Commissioner Cousineau and Commissioner Weighill  
**Absent:** Vice Chair Avery and Commissioner Flewelling
  4. [RES-2026-0294](#) Approval of a proposed agreement between Genesee County and the Greater Flint Health Coalition, in an amount not to exceed \$500,000.00 annually, to provide for the Mid-Michigan Community Health Access Program; the term of this agreement is April 1, 2026 through March 31, 2028; the cost of this agreement will be paid from the Health Services Millage  
**RESULT:** REFERRED  
**MOVER:** Delrico J. Loyd  
**SECONDER:** Shaun Shumaker

**Aye:** Chairperson Winfrey, Commissioner Loyd, Commissioner Goetzinger, Commissioner Brown, Commissioner Shumaker, Commissioner Cousineau and Commissioner Weighill

**Absent:** Vice Chair Avery and Commissioner Flewelling

**VIII. OTHER BUSINESS**

**IX. ADJOURNMENT**

The meeting was adjourned at 9:40 PM.



# Genesee County

## Staff Report

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

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**File #:** 26-160

**Agenda Date:** 4/8/2026

**Agenda #:**

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Quarterly Report from Genesee County's Health Department



# Genesee County

## Staff Report

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

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**File #:** 26-228

**Agenda Date:** 4/8/2026

**Agenda #:**

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RxKids Agreement



# Genesee County

## Staff Report

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

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**File #:** RES-2026-0261

**Agenda Date:** 4/8/2026

**Agenda #:** 1.

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

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

**RE:** Approval of a contract between Genesee County's Health Department and Region 10 Prepaid Inpatient Health Plan, in the amount of \$34,108.42, to implement tobacco compliance services utilizing designated youth Tobacco Use Services; the cost of this agreement will be paid from the account listed

**BOARD ACTION REQUESTED:**

Request to approve Service Contract with Region 10 Prepaid Inpatient Health Plan (PIHP).

**BACKGROUND:**

The agreement with Region 10 is renewed annually. This agreement between the Genesee County Health Department and Region 10 Prepaid Inpatient Health Plan (PIHP) allows for the implementation of tobacco compliance services.

**DISCUSSION:**

Previously, Region 10 utilized a Letter of Agreement (LOA) with the Genesee County Health Department to implement tobacco compliance services. As of March 1, 2026 Region 10 is requesting an "In Network" Vendor Service Contract in place of the previous LOA. All activities under the LOA will now be covered under the Vendor Service Contract. Tobacco compliance services function to support community norms and reduce youth tobacco sales in Genesee County.

**IMPACT ON HUMAN RESOURCES:**

The employees involved in these programs will continue to require the same human resources that they've been receiving. There are no additional resources needed at this time.

**IMPACT ON BUDGET:**

The services provided will be billed to and reimbursed by Region 10 and placed into account number 2211-603.01- 634.012, with the amount not to exceed \$34,108.42. All salary and wage expenses were previously budgeted for and approved in account 2211-603.01-702.000 for FY 2026. Funding Source: Region 10 Prepaid Inpatient Health Plan. No Additional County Appropriations are needed.

**IMPACT ON FACILITIES:**

No expected impact on facilities.

**IMPACT ON TECHNOLOGY:**

Information Technology support will be needed to assist with the set-up of electronic devices (laptops, phone, access to program databases, etc.)

**CONFORMITY TO COUNTY PRIORITIES:**

The Genesee County Tobacco Retail and Licensing program is working to promote and improve healthy safe and livable communities, long term financial stability, inclusive collaborative cultures, and community growth through providing tobacco, vaping and smoking cessation education to tobacco vendors and schools and throughout diverse communities. Conducting investigation and Synar and Non-Synar activities to eliminate sales of tobacco and vaping products to individuals under the age of 21. Lastly to ensure all facilities are current on licensing and have submitted the associated fee and or fines.

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 Vendor Service Contract between Genesee County and Region 10 Prepaid Inpatient Health Plan to fund tobacco vendor education and Synar and Non-Synar actives programs at the Health Department, for the period commencing March 1, 2026, through September 30, 2026, in an amount not to exceed \$34,108.42 with no additional General Fund appropriation required, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the April 8, 2026 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.

**“IN NETWORK”  
VENDOR SERVICE CONTRACT**

Between

REGION 10 PREPAID INPATIENT HEALTH PLAN

And

Genesee County Health Department

For

Substance Use Disorder Services - Synar Prevention

March 1, 2026 through September 30, 2026

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This Contract is between Region 10 Prepaid Inpatient Health Plan located at 2186 Water St., (hereinafter referred to as the "PIHP") and Genesee County Health Department, located at 630 S. Saginaw Suite 4 (hereinafter referred to as "PROVIDER"). It is agreed that PROVIDER is an independent PROVIDER at all times and for all purposes hereunder. The officers, employees, servants, and agents of PROVIDER shall in no way be deemed to be and shall not hold themselves out as officers, employees, servants, or agents of the PIHP.

**I. GENERAL INFORMATION:**

- A. The PIHP operates to manage public services for substance use disorders under the provisions of Act 500 of the Michigan Public Acts of 2012, as amended.
- B. This Contract shall be in effect from March 1, 2026, to September 30, 2026, inclusive, unless terminated in accordance with the termination section of this Contract.
- C. By entering into this Contract, PROVIDER acknowledges membership in the PIHP network Provider panel and agrees to maintain positive working relationships with other providers within the PIHP Provider network to best serve the needs of the individuals served by the PIHP.
- D. By entering into this Contract, PROVIDER agrees that PROVIDER is considered a subcontractor and *not a sub-recipient* of federal awards.

**II. GENERAL PROVISIONS**

- A. PROVIDER shall prioritize PIHP Strategic Plan goals as appropriate for services rendered. PROVIDER services shall align with MDHHS Mission/Vision, MDHHS SUD Policy and Advisory Manual, MDHHS-SUGE Strategic Plan, and PIHP Strategic Plan.
- B. PROVIDER is responsible for providing services as described in Attachment A (Prevention Services).
- C. PROVIDER Responsibilities: PROVIDER in accordance with the general purposes and objectives of this Contract shall:
  - 1. Publication Rights**
    - a. The PIHP shall have Copyright, property, and publication rights in any and all written and visual material or work products developed in connection with this Contract. PROVIDER shall not publish or distribute any printed or visual material relating to the services provided under this Contract without the prior written permission of the PIHP.
    - b. PROVIDER agrees that any or all representations of the PIHP, including but not limited to the use of the PIHP name, logo, and/or contact

information may not be included in news releases, brochures, publications, advertisements, websites, or other materials disseminated to the public without prior review by, and permission from, a representative of the PIHP.

- c. If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by PROVIDER, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, PROVIDER must, at its expense:
  - i. procure for the State and/or PIHP the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to PROVIDER;
  - ii. replace or modify the same so that it becomes non-infringing; or
  - iii. accept its return by the State and/or PIHP with appropriate credits to the State and/or PIHP against PROVIDER's charges and remit payment to the State and/or PIHP for any losses or costs incurred as a consequence of the State and/or PIHP ceasing its use and returning it.

**D.** PROVIDER agrees that it shall have sufficient administrative staff and organizational components to comply with the responsibilities reflected in this Contract. PROVIDER shall ensure that administrative staff has training, experience, licensing, or certification appropriate to their position and responsibilities.

**1. Program Operation**

- a. Provide the necessary administrative, professional, and technical staff for operation of the program.
- b. Ensure services are provided in accordance with the Michigan Department of Health and Human Services (MDHHS) SUD Services Policy Manual.

**2. Reporting**

- a. Utilize all report forms and reporting formats required by the PIHP at the effective date of this Contract and provide the PIHP with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter as applicable. Modifications to report formatting are not permitted.

**3. Record Maintenance/Retention**

- a. PROVIDER maintains an operating procedures manual which is updated annually.
- b. Assure that all terms of the Contract will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Contract will be maintained for a period of not less than ten (10) years from the date of termination, the date of submission of the final invoices or until litigation and audit findings have been resolved. The right to audit exists through ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later. Within 10 calendar days of providing notice, the State and its

authorized representatives or designees have the right to enter and inspect PROVIDER's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. PROVIDER must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to PROVIDER, any parent, affiliate, or subsidiary organization of PROVIDER, that performs Contract Activities in connection with this Contract. The State and/or the PIHP may audit PROVIDER to verify compliance with this Contract. PROVIDER must retain and provide to the State and/or the PIHP and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for ten (10) years after the latter of termination, expiration, or final payment under this Contract or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, PROVIDER must retain the records until all issues are resolved. The State and/or the PIHP, CMS, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of the PROVIDER, and may, at any time, inspect and audit any records or documents of PROVIDER, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. The right to audit under this section exists for ten (10) years from the final date of the Contract period or from the date of completion of any audit, whichever is later. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days. This section applies to PROVIDER, any parent, affiliate, or subsidiary organization of PROVIDER, that performs Contract Activities in connection with this Contract.

- c. Identification records shall be maintained on the groups or individuals receiving prevention services.
- d. Group identification records shall include the following information:
  - i. The group's name or descriptive title and number of service recipients;
  - ii. The name, phone number, and address of a responsible member of the group;
  - iii. The type of service provided;
  - iv. The date of service delivery; and
  - v. The name of the staff member providing the service.
- e. Individual identification records shall include the following information:
  - i. A notation that an individual received services. The name of the individual is not required;

- ii. The type of service provided;
  - iii. The date of service delivery; and
  - iv. The name of the staff member providing the service.
- f. PROVIDER agrees that the books and records on file in the PIHP, or of individuals served by the PIHP, are the property of the PIHP. Records regarding individuals served by the PIHP and facts compiled about individuals and their parents and relatives, are confidential. The use or disclosure of identifying information concerning PIHP personnel, individuals receiving services, and their families, obtained in connection with the performance of this Contract, shall be restricted to purposes directly connected with the administration of this Contract and not disclosed or released without the prior written consent of the PIHP. Any release of information regarding individuals served shall meet the standards for such release with a signed Release of Information by the individual or guardian.

**4. Authorized Access**

- a. Permit upon reasonable notification and at reasonable times, access by authorized representatives of the PIHP, Federal Grantor PIHP, Controller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files and documentation related to this Contract, to the extent authorized by applicable state or federal law, rule or regulation.

**5. Notification of Modifications**

- a. Provide timely notification to the PIHP, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of services, funding or compliance with operational procedures. PROVIDER's governing board ideally includes equal representation from elected public officials, representatives of low-income families in the neighborhoods served, and officials or members of business, industry, labor, religious, law enforcement, education, or other major groups interested in the community served.
- b. If PROVIDER is found to have misrepresented information presented in any related RFP/proposals response or other PROVIDER correspondence or documentation or are otherwise out of compliance with the PIHP's Policy Manual requirements shall be sanctioned, up to and including recoupment of funds or Contract termination.

**6. Software Compliance**

- a. Ensure software compliance and compatibility with the PIHP's data systems for services provided under this Contract including, but not limited to stored data, databases, and interfaces for the production of work products and reports. All required data under this Contract shall be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of PROVIDER's business operations for processing date/time data.

**7. Electronic Mail**

- a. PROVIDER agrees to have electronic mailing capacity for correspondence with the PIHP. It is required that an e-mail address for responsible parties be given to the PIHP.

**8. Accessibility, Cultural Competency and Diversity Plan**

- a. PROVIDER agrees to provide evidence of its ability to serve individuals with communication impairments (e.g. vision, hearing, speech, and sensory) including plan to improve accessibility, according to guidelines included in PIHP Policy and as requested by the PIHP.
- b. PROVIDER agrees to provide evidence of its ability to serve individuals with mobility impairments (e.g. wheelchair, braces, and walkers) including a plan to improve accessibility, according to guidelines included in PIHP Policy and as requested by the PIHP.
- c. PROVIDER shall promote the delivery of services in a culturally competent manner to all enrollees, including those with limited English proficiency, disabilities, gender, sexual orientation, gender identity and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity.

**9. Disputes**

- a. Disputes by PROVIDER may be pursued through the dispute resolution process. In the event of the unsatisfactory resolution of a non-emergent contractual dispute or compliance/performance dispute, and if PROVIDER desires to pursue the dispute, PROVIDER shall request that the dispute be resolved through the dispute resolution process. This process shall involve a meeting between agents of PROVIDER and the PIHP. The PIHP will identify the appropriate representative to participate in the process for resolution. PROVIDER shall provide written notification requesting the engagement of the dispute resolution process. In this written request, PROVIDER shall identify the nature of the dispute, submit any documentation regarding the dispute, and state a proposed resolution to the dispute. The PIHP shall convene a dispute resolution meeting within twenty (20) calendar days of receipt of PROVIDER request. The PIHP shall provide PROVIDER and PIHP representative(s) with a written decision regarding the dispute within fourteen (14) calendar days following the dispute resolution meeting. The decision of the PIHP shall be the final PIHP position regarding the dispute. Any corrective action plan issued by the PIHP to PROVIDER regarding the action being disputed by PROVIDER shall be on hold pending the final PIHP decision regarding the dispute. In the event of an emergent compliance dispute, the dispute resolution process shall be initiated and completed within five (5) working days.

**10. Fraud & Abuse Reporting Responsibilities**

- a. The PIHP has responsibility and authority to make fraud and/or abuse referrals to the Office of the Attorney General, Health Care Fraud Division. Should PROVIDER have any suspicion of knowledge of fraud and/or abuse within any of the PIHP's programs, PROVIDER must

report directly to the PIHP by calling **(810) 966-3399** or by sending a memo to:

**Corporate Compliance Officer  
Region 10 PIHP  
2186 Water St.  
Port Huron, MI 48060**

When reporting suspected fraud and/or abuse, PROVIDER should provide, if possible, the following information to the PIHP:

1. Name of the complaint;
2. The Name of the individual(s) or entity involved in the suspected fraud and / or abuse, including name, address, phone number, and Medicaid identification number and / or any other identifying information.

PROVIDER shall not attempt to investigate or resolve the reported alleged fraud and/or abuse. PROVIDER must cooperate fully in any investigation by the PIHP, MDHHS or Office of the Inspector General, and with any subsequent legal action that may arise from such investigation.

**E. PIHP Responsibilities:**

**1. Provide Payment**

- a. Provide payment in accordance with the terms and conditions of this Contract based upon appropriate reports, records, and documentation maintained by PROVIDER as applicable and described in PIHP Policy.
- b. This Contract obligation is contingent upon the availability of sufficient MDHHS funding.

**2. Requirement Notification**

- a. Notify PROVIDER of applicable requirements, which can be found in this Contract through reference as well as identified on Attachment E (References).

**F. Assurances: The following assurances are hereby given to the PIHP:**

**1. Compliance with Applicable Laws**

- a. PROVIDER will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Contract.
- b. If any provision is not required by federal law for this Contract, then it does not apply and must be disregarded.

**2. Anti-Lobbying Act**

- a. PROVIDER will comply with all applicable standards, orders, or requirements issued under the Anti-Lobbying Act, 31 USC §1352 as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq, and Section 503 of the Departments of Labor, Health and Human Services and Education, and Related Agencies Appropriations Act (Public Law 04-208). PROVIDER has not and will not use Federally appropriate funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC §1352.

**3. Non-Discrimination**

- a. Pursuant to the Michigan Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, Title VI of the Civil Rights Act, and Executive Directive 2019-09, PROVIDER will not discriminate against an employee or applicant for 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 (gender) (as defined in Executive Director 2019-09), sexual orientation, gender identity or expression, height, weight, marital status, partisan considerations, any mental or physical disability or genetic information that is unrelated to the person’s ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of Contract.
- b. PROVIDER will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
  - i. Complying with the Office of Civil Rights Policy Guidance on the Title VI Prohibition Against Discrimination as it affects persons with Limited English Proficiency, 45 CFR 92.201 and Section 1557 of the Patient Protection and Affordable Care Act. PROVIDER is expected to take reasonable steps to provide meaningful access to each individual beneficiary with limited English Proficiency, such as language assistance services, including but not limited to, services oral and written translation;
  - ii. Complying with all applicable federal requirements in Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972 (regarding education programs and activities, as amended); the Age Discrimination Act of 1975; the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990, as amended; and Section 1557 of the Patient Protection and Affordable Care Act;
  - iii. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - iv. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
    - §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse individual served records;
  - v. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,

- vi. The requirements of any other nondiscrimination statute(s) which may apply to the application.
- 4. Debarment and Suspension**
- a. Assurance is hereby given to the PIHP that PROVIDER will comply with Federal Regulation, 2 CFR Part 180 and certifies to the best of its knowledge and belief that it and its employees:
    - i. Is not an entity that could be excluded under section 1128(b)(8) of the Act as being controlled by a sanctioned individual.
    - ii. Is not an entity that has a “substantial contractual relationship” either directly or indirectly with an individual convicted of certain crimes as described in section 1128(b)(8)(B) of the Act, an individual or entity that is excluded from participation in any Federal health care program on section 1128 or 1128A of the Act, or an individual or entity that would provide those services through an individual or entity described in any of the immediately preceding subsections. A “substantial contractual relationship” is any contractual relationship that provides for one or more of the following services: (i) the administration, management, or provision of medical services; and/or (ii) the establishment of policies or the provision of operational support, for the administration, management, or provision of medical services.
    - iii. Is not an entity that employs or contracts, directly or indirectly, for the furnishing of health care, utilization review, medical social work, or administrative services, with any one individual or entity that is (or is affiliated, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person or entity that is debarred, suspended, or otherwise excluded from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549, excluded from participation in any Federal health care program under section 1128 or 1128A of the Act, or any individual or entity that would provide those services through an individual or entity described in any of the immediately preceding subsections.
    - iv. Additionally, in order to comply with 42 CFR 438.610, PROVIDER may not knowingly have a “relationship” of the type described hereafter with an individual or entity that is debarred, suspended, or otherwise excluded from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549, an individual or entity who is an “affiliate” as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in the immediately preceding subsection.
    - v. PROVIDER will not have a “relationship” of the type described below (each a “prohibited relationship”) with any individual or entity that is excluded from participation in any Federal health care program under section 1128 or 1128A of the Social Security Act. For purposes

of this section, a “relationship” means someone who PROVIDER interacts with in any of the following capacities:

- 1) A director, officer, or partner of PROVIDER;
- 2) A person with beneficial ownership of five (5) percent or more of PROVIDER’s equity; or
- 3) A network provider or person with an employment, consulting or other arrangement for the provision of items and services which are significant and material to the obligations under PROVIDER’s Contract.

“Excluded” individuals or entities are individuals or entities that have been excluded from participating, but not reinstated, in the Medicare, Medicaid, or any other Federal health care programs. Bases for exclusion include convictions for program-related fraud and patient abuse, licensing board actions and default on Health Education Assistance loans. If the PIHP finds that PROVIDER has a “prohibited relationship”, as defined above, the PIHP:

- 4) May continue an existing agreement with PROVIDER, unless the Secretary directs otherwise; and
- 5) May not renew or otherwise extend the duration of an existing agreement with PROVIDER unless the Secretary provides to the PIHP, the State and to Congress a written statement describing compelling reasons that exist for renewing or extending the agreement despite the prohibited affiliations.

vi. The PIHP requires PROVIDER to provide written disclosure in the case that any of the following is or becomes affiliated with any individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or guidelines implementing Executive Order No. 12549:

- 1) Any director, officer, or partner;
- 2) Any person with ownership of 5% or more of PROVIDER’s equity;
- 3) A network provider; and/or
- 4) Any party to an employment, consulting, or other agreement with PROVIDER for the provision of Contract items or services.

vii. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or provider;

viii. Have not within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of 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; violation

- of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- ix. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and;
- x. Have not within a three (3) year period preceding this Contract, had one or more public transactions (federal, state or local) terminated for cause or default.
- xi. The parties acknowledge that this information may be verified through the U.S. Health and Human Services "excluded parties list". If either party appears in the registries identified above during the term of this Contract, this Contract shall immediately become null and void.
- xii. PROVIDER shall inform the PIHP of any indictments or charges that occur against it during the contract period. Failure to disclose shall be considered a material breach of this Contract.

**5. Federal Requirement: Pro-Children Act**

- a. Assurance is hereby given to the PIHP that PROVIDER will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, 20 USC 6091 et seq, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- b. PROVIDER also assures, in addition to compliance with Public Law 103-227, any service or activity funded in whole, or in part, through this Contract will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of PROVIDER. If activities or services are delivered in facilities or areas that are not under the control of PROVIDER (e.g. a mall, restaurant or private work site), the activities or services shall be smoke-free.

**6. Hatch Political Activity Act and Intergovernmental Personnel Act**

- a. PROVIDER will comply with the Hatch Political Activity Act, 5 USC 1501-1509 and 7324-7328, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act, Public Law 95-454 and 42 USC 4728 - 4763. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.
- 7. Health Insurance Portability and Accountability Act**
- a. To the extent that this act is pertinent to the services that PROVIDER provides to the PIHP under this Contract, PROVIDER assures that it is in compliance with the Health Insurance Portability and Accountability Act (HIPAA) requirements including the following:
    - i. PROVIDER must not share any protected health data and information provided by the PIHP that falls within HIPAA requirements except as appropriate under this Contract.
    - ii. PROVIDER must only use the protected health data and information for the purposes of this Contract.
    - iii. PROVIDER must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by PROVIDER's employees.
    - iv. PROVIDER must have a policy and procedure to report to the PIHP unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which PROVIDER becomes aware.
    - v. Failure to comply with any of these contractual requirements may result in the termination of this Contract in accordance with Part II, Section 29.
    - vi. In accordance with HIPAA requirements, PROVIDER is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information received by PROVIDER from the PIHP or any other source.
- 8. Confidentiality**
- a. Both the PIHP and PROVIDER shall assure that medical services to and information contained in medical records of persons served under this Contract, or other such recorded information required to be held confidential by federal or state law, rule or regulation, in connection with the provision of services or other activity under this Contract shall be privileged communication, shall be held confidential, and shall not be divulged without the written consent of either the individual served or a person responsible for the individual served, except as may be otherwise permitted or required by applicable state or federal law or regulation. Such information may be disclosed in summary, statistical,

- or other form, which does not directly or indirectly identify particular individuals.
- b. The following confidentiality requirements are incorporated into this Contract by reference:
    - i. *The Rights of People Who are HIV Positive*, Michigan's Confidentiality Statute MCLA 333.5131;
    - ii. *42 CFR, Part 2: Confidentiality of Alcohol And Drug Abuse Patient Records*; and
    - iii. Sections 330.1748 and 330.1750 of the Mental Health Code.
9. PROVIDER may not email any information over the Internet that identifies an individual in services unless sent securely / encrypted. **Drug Free Workplace**
- a. PROVIDER must have a policy and procedure that meets the requirements of the Drug Free Workplace Act of 1988, 34 CFR Part 84, Subpart F.
10. **Required Staff Training(s)**
- a. PROVIDER agrees that all its staff will receive all required training(s) as applicable within the context and timelines as identified by the PIHP. PROVIDER also agrees to document the completion of training in the personnel file of each staff, as applicable. PROVIDER shall ensure that all individuals employed receive approved Recipient Rights training within 30 days of being employed. Program Rights Advisor will participate in approved Recipient Rights training offered through MDHHS and/or its subcontractor.
  - b. PROVIDER shall ensure that all employees receive Corporate Compliance Training upon initial hire and annually thereafter.
  - c. PROVIDER shall ensure that all employees receive Implicit Bias Training upon initial hire (within six (6) months) and on an annual basis thereafter.
  - d. Effective October 1, 2018. PROVIDER shall utilize the training content / materials provided by the PIHP (along with any additional materials as appropriate) in alignment with the Training Grid.

### **III. FINANCIAL REQUIREMENTS**

- A. All financial requirements shall be followed by PROVIDER.
  1. **Operating Advance**
    - a. The PIHP will not issue an operating advance under this Contract.
  2. **Billing/Revenue: Restrictions**
    - a. PROVIDER may not accept payment from the individual served unless it is calculated according to the PIHP's SUD sliding fee scale. When PROVIDER accepts payment from an individual served in accordance with the terms of this Contract, PROVIDER shall deduct these fees from billings to the PIHP.
    - b. SAMHSA grant funds may not be used to directly or indirectly purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment

in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

- c. Block Grant funds shall not be used to pay for inpatient hospital services except under conditions specified in federal law.
  - d. Funds shall not be used to make cash payments to intended recipients of services.
  - e. Funds shall not be used to purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or any other facility or purchase major medical equipment.
  - f. Funds shall not be used to satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funding.
  - g. Funds shall not be used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs.
  - h. Funds shall not be used to enforce state laws regarding the sale of tobacco products to individuals under the age of 21.
  - i. Funds shall not be used to pay the salary of an individual at a rate in excess of Level I of the current Federal Executive Schedule.
  - j. Funds shall not be used to purchase promotional items, including but not limited to clothing, commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.
- 3. Payment Mechanism**
- a. The PIHP shall provide payment in accordance with the terms and conditions of this Contract based upon appropriate invoices, reports, records, and documentation maintained by PROVIDER.
    - i. The PIHP shall extract PROVIDER units from the Michigan Prevention Data System ten (10) days after the close of each month to ensure programs are consistent with Attachment A.
    - ii. Prevention services and coalition coordination services shall be funded on a unit-based purchasing basis. PROVIDER shall submit a prevention service Attachment A annually. An invoice shall be prepared and submitted to the PIHP on a monthly basis, not later than ten (10) days after the close of each month, for prevention services for which PROVIDER is contracted. The monthly invoice must reflect total actual provided service units by program.

- iii. At submission of the invoice, PROVIDER will attest that each billing is consistent with all requirements contained in this Contract between the PIHP and PROVIDER.
- iv. The PIHP shall extract PROVIDER units from the Michigan Prevention Data System ten (10) days after the close of each month to monitor unit utilization as identified in Attachment A.

**4. Payment Method**

- a. The PIHP shall pay PROVIDER for the services rendered according to the terms and conditions set out in Attachment C in this Contract.
- b. PROVIDER shall be paid based on the understanding that PIHP funds shall be paid up to the total not to exceed amount as agreed to in the Attachment C in this Contract.
- c. The PIHP shall pay PROVIDER within 30 days of receipt of an approved invoice. If the invoice is submitted after the due date or in an incomplete or inaccurate fashion (as determined by PIHP) a delay in payment may occur, in some instances the invoice may no longer be eligible for payment.
- d. If this Contract is canceled or expires and is not renewed, within two (2) years following the end of this Contract, PROVIDER must provide financial, performance, and other reports as required.

**5. Agreement Termination**

- a. This Contract obligation is contingent upon the availability of sufficient MDHHS funding. In the event circumstances occur that are not reasonably foreseeable, or are beyond the control of the parties, that reduces or otherwise interferes with the ability of the PIHP to provide or maintain services or operational procedures for its service area, the PIHP shall give immediate notice to PROVIDER if it would result in any reduction of funding upon which this Contract is contingent. In such an event, either party may terminate this Contract as provided in this section or as otherwise mutually agreed to by the parties.
- b. This Contract may be terminated or not renewed by either party without cause with sixty (60) calendar days written notification to the other party unless another date is mutually agreed to, in writing, by both parties.
- c. This Contract may be terminated at the sole discretion of the PIHP with written notification to PROVIDER for any of the following reasons:
  - i. Reduction in funding.
  - ii. Material breach of the Contract.
  - iii. PROVIDER commits any fraud or misrepresentation relating to the services performed under this Contract.
- d. Any termination of this Contract shall not relieve either party of the obligations incurred prior to the effective date of such termination. If this Contract is canceled or expires and is not renewed, within two (2) years following the end of this Contract, PROVIDER must provide financial, performance, and other reports as required.
- e. If the State and/or the PIHP takes action to cancel this Contract under the provisions of MCL 330.1232b, the State and/or the PIHP will follow

the applicable notice and hearing requirement described in MCL 330.1232b(6).

**6. Liability**

- a. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by PROVIDER in the performance of this Contract shall be the responsibility of PROVIDER, and not the responsibility of the PIHP, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of PROVIDER, anyone directly or indirectly employed by PROVIDER, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to PROVIDER or its employees by statute or court decisions.
- b. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the PIHP in the performance of this Contract shall be the responsibility of the PIHP, and not the responsibility of PROVIDER, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any PIHP employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the PIHP and/or the State, its agencies or employees as provided by statute or court decisions.
- c. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by PROVIDER and the PIHP in fulfillment of their responsibilities under this Contract, such liability, loss, or damage shall be borne by PROVIDER and the PIHP in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by PROVIDER, PIHP and/or the State, its agencies or employees, respectively, as provided by statute or court decisions.
- d. PROVIDER shall not represent itself or any of its employees or agents as an employee of the PIHP. In performing its responsibilities under this Contract, PROVIDER shall be at all times an independent provider. PROVIDER agrees and warrants that PROVIDER is the sole employer of the personnel PROVIDER provides in performance of its services and duties set out under this Contract: (a) PROVIDER agrees to be solely responsible for compliance with Federal, State and Local laws and regulations regarding the PROVIDER's personnel, and further agrees to indemnify and hold harmless the PIHP from any and all claims, assessments costs and taxes, claimed or imposed by State, Federal or Local laws regarding PROVIDER's personnel, and (b) PROVIDER agrees to be solely responsible for any salaries, benefits or other compensation of the PROVIDER's personnel.

- e. Nothing in this section shall be construed as a waiver of any governmental immunity for the PIHP, its directors or employees as provided by statute or modified by court decisions.

**7. Final Reporting Upon Termination**

- a. Should this Contract be terminated by either party, within thirty (30) days after the termination, PROVIDER shall provide the PIHP with all financial, performance and other reports required as a condition of this Contract. The PIHP will make payments to PROVIDER for allowable invoices not covered by previous payments or other State or Federal programs. PROVIDER shall immediately refund to the PIHP any funds not authorized for use and any payments or funds advanced to PROVIDER in excess of allowable invoices. Any dispute arising as a result of this Contract shall be resolved in the State of Michigan.

**8. Severability**

- a. 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.
- b. That failure of the PIHP to insist upon strict adherence to any terms of this Contract shall not be considered a waiver or deprive the PIHP of the right thereafter to insist upon strict adherence to that term, or any other term, of this Contract.

**9. Amendments**

- a. Any changes to this Contract will be valid only if made in writing and accepted by all parties to this Contract. Any change proposed by PROVIDER which would affect the PIHP funding of any project, in whole or in part, must be submitted in writing to the PIHP for approval complete and accurate 30 days prior to proposed implementation date no later than July 31<sup>st</sup>.
  - i. Any PROVIDER request for a change in the not to exceed amount (in total or by line item) requires prior approval of the PIHP.
  - ii. PROVIDER can report actual units that are up to 5% over the contracted units in Attachment A.
  - iii. An Amendment is not necessary to move units within the same strategy code if the goal(s) of the PIHP Strategic Plan continues to be met by the services provided.
  - iv. If it is necessary to move units from one strategy code to another, PROVIDER must submit a Contract Amendment Request Form along with accompanying rationale for the change.
  - v. A new service cannot be added to this Contract without prior approval of the PIHP through the submission of the Contract Amendment Request Form.
  - vi. The PIHP will never pay more than the total contracted not-to-exceed amount.

**10. Conflict of Interest**

- a. PROVIDER affirms that PROVIDER personnel are not currently an employee of MDHHS or the PIHP; nor are they privy to insider information which would tend to give, or give the appearance of tending to give, an unfair advantage to said PROVIDER. PROVIDER warrants that no person or other organization has been employed or retained to solicit or secure this Contract upon an understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty the PIHP shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available. Breach of this covenant may be regarded as a material breach of the Contract and a cause for termination thereof.
- b. PROVIDER shall establish safeguards to prohibit conflicts of interest involving PROVIDER employees, prohibiting them from being involved in activities that are motivated by desire for private gain for themselves or others with whom they have family, business or personal ties.
- c. PROVIDER must complete the Conflict-of-Interest Attestation for PROVIDER (Provider Entity Disclosure of Ownership, Controlling Interest and Management Statement). Information shall be submitted initially and annually thereafter or at any time there is a revision to the information, change in ownership or upon request.
- d. The PIHP requires PROVIDER to disclose information on individuals or corporations with an ownership or control interest in PROVIDER to the PIHP at the following times:
  - i. When PROVIDER submits a proposal in accordance with the PIHP's procurement process;
  - ii. When PROVIDER executes a contract with the PIHP;
  - iii. When the PIHP renews or extends PROVIDER contract; and
  - iv. Within 30 days after any change in ownership or control interest of PROVIDER.
- e. PROVIDER shall comply with the federal regulations to obtain, maintain, disclose, and furnish required information about ownership and control interests, business transactions, and criminal convictions as specified in 42 C.F.R. §455.104-106. The requirement to obtain and maintain required information shall include at a minimum the name and address of any person (individual or corporation) with an ownership or control interest in PROVIDER. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address. In addition to the aforementioned, the required information shall include the date of birth and Social Security Number (SSN) of any individual with an ownership or control interest in PROVIDER, other tax identification number of any corporation with an ownership or control interest in PROVIDER and finally the name, address, date of birth, and SSN of any managing employee of PROVIDER.

**11. State of Michigan Agreement**

- a. This is a State of Michigan Agreement and is governed by the laws of Michigan. Any dispute arising as a result of this agreement shall be resolved in the State of Michigan.

**12. Safeguards**

- a. PROVIDER shall use appropriate safeguards to prevent the use or disclosure of individual served Personal Health Information [45 CFR 164.504 (e)(2)(ii)(B)]. As applicable, PROVIDER shall maintain a comprehensive written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the PROVIDER'S operations and nature and scope of its activities.

\_\_\_\_\_  
Region 10 PIHP Board Chairman / Designee

\_\_\_\_\_  
Authorized Provider Signature  
Genesee County Health Department

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

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

**PREVENTION SERVICES**

MBO	STRATEGY CODE	PREVENTON SERVICE	PREVENTION SERVICE DESCRIPTION	UNIT OF MEASURE	PLANNED UNITS	UNIT COST	AMOUNT
4001	V02	Non-Synar Tobacco Compliance Checks	Use of youth decoys to complete tobacco compliance checks with randomly selected tobacco retailers throughout Genesee County	15-minute MPDS Unit	112	\$148.04	\$16,580.48
4002	V02	Synar Tobacco Compliance Checks	Use of youth decoys to complete formal tobacco compliance checks with tobacco retailers selected by MDHHS.	1 Check	31	\$148.04	\$4,589.24
4003	V02	Tobacco Vendor Education	Provide tobacco education per MDHHS protocol to tobacco retailers in Genesee County.	15-minute MPDS Unit	118	\$109.65	\$12,938.70
Not to exceed amount less any amount paid October 1, 2025-February 28, 2026 under the LOA.						Total	\$34,108.42

**PROVIDER responsibilities:**

1. Specific PROVIDER Services:
  - a. Conduct Non-Synar Tobacco Compliance Checks per MDHHS/OROSC Synar protocol with tobacco retailers in Genesee County.
  - b. Conduct Synar Tobacco Compliance Checks per MDHHS/OROSC Synar protocol with tobacco retailers identified within the official sample sent from MDHHS/OROSC.

- i. PROVIDER shall conduct compliance checks with at least 20% of retailers on the county's Master Retailer List.
- c. Conduct Tobacco Vendor Education per MDHHS/OROSC Synar protocol with tobacco retailers within Genesee County.
- d. Ensure that Synar tobacco Compliance Checks are completed by male and female youth in accordance with a ratio established by the PIHP.
- e. Supply sixteen (16) – nineteen (19) year old youths to conduct both Non-Synar and Synar tobacco Compliance Checks.
  - i. Ensure that employing students complies with the Youth Employment Act and follows Workers Compensation rules regarding the Youth Employment Standard.
  - ii. All paid youth workers must be covered by Worker Compensation and possess work permits. Student work permits must be on file with the employing agency.
  - iii. Workers Compensation policy needs to cover the youth employed to conduct tobacco Compliance Checks.
  - iv. Maintain on file a copy of the youth's Work Permit, information can be found here: [http://www.michigan.gov/mde/0,4615,7-140-6530\\_2629\\_59590---,00.html](http://www.michigan.gov/mde/0,4615,7-140-6530_2629_59590---,00.html)
- f. Endeavor to achieve a twenty percent (20%) or less Retailer Violation Rate (RVR).
- g. Track staff hours utilizing the Region 10 Tobacco Quarterly Report and also expenditures related to this Letter of Agreement.
- h. Required Reporting
  - i. Program protocols and procedures (initial)
  - ii. Michigan Prevention Data System (MPDS):
    - 1) PROVIDER shall enter all DYTUR activities by the tenth (10<sup>th</sup>) of the month for the previous month's activities.
      - a) PROVIDER shall ensure that activities are entered accurately and in accordance with the group guide sheet provided by the PIHP.
      - b) PROVIDER shall include name and full address of retailer in the "Notes" section of the activity screen for each compliance check and vendor education visit completed.
  - iii. Original Youth Tobacco Act (YTA) Compliance Check Reporting forms for each Synar Compliance Check conducted due to the PIHP by identified due date.
  - iv. Copy of Non-Synar Compliance Check Reporting forms for each Non-Synar Compliance Check conducted.
  - v. Revised Genesee County Master Retailer List in accordance with guidelines given by the Michigan Department of Health and Human Services (MDHHS)/Office of Recovery Oriented Systems of Care (OROSC).
  - vi. Complete Region 10 Tobacco Quarterly Report on a quarterly basis. Due the fifteenth (15<sup>th</sup>) day following the end of each quarter.

## 2. Subcontracts

- a. The services provided under this Agreement shall not be subcontracted without the express written approval of the PIHP. PROVIDER assures for any subcontracted service or product:
  - i. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the PIHP upon written request within thirty (30) days of execution of this Agreement.
  - ii. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail.
- b. A conflict between this Agreement and a subcontract shall not be deemed to exist where the subcontract:
  - i. Contains additional non-conflicting provisions not set forth in this Agreement.
  - ii. Restates provisions of this Agreement to afford PROVIDER the same or substantially the same rights and privileges as the PIHP; or
  - iii. Requires the subcontractor to perform duties and/or services in less time than that afforded PROVIDER in this Agreement.
  - iv. Does not affect PROVIDER's accountability to the PIHP for the subcontracted activity.
  - v. Requires any billing or request for payment for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services.
  - vi. Acknowledges PROVIDER will submit a copy of the executed subcontract if requested by the PIHP.
- c. Subcontracts in support of programs or elements utilizing funds provided by the PIHP, the State of Michigan or the federal government in excess of \$10,000.00 shall contain provisions or conditions that will:
  1. Allow PROVIDER or PIHP to seek administrative, contractual, or legal remedies in instances in which PROVIDER violates or breaches Agreement terms and provide for such remedial action as may be appropriate.
  2. Provide for termination by PROVIDER, including the manner by which termination will be affected and the basis for settlement.
  3. This Agreement shall be binding upon the Parties hereto and their respective successors and shall be binding on the assigns of the PIHP.

## **STATEMENT OF WORK**

### **A. GENERAL REQUIREMENTS**

#### **1. Provider Work Plan**

- a. PROVIDER will carry out its responsibilities under this Contract consistent with their most recent Provider Work Plan as approved by the PIHP.

#### **2. Provider Staffing Roster**

- a. PROVIDER will submit an annual staffing roster to the PIHP per the Attachment D Reporting Requirements due date using the PIHP Prevention Provider Staffing Roster form available on the PIHP website.
- b. PROVIDER will submit an updated staffing roster within seven (7) days of any staffing change.
- c. PROVIDER will submit notice to the PIHP of any changes related to required certification for prevention staff within 14 days.
- d. The PIHP shall have the right at its discretion to take the following action(s) in the event a staffing roster is not timely submitted:
  - i. The issuance of a corrective action plan.
  - ii. The withholding of payment.
  - iii. The PIHP may require PROVIDER to remove or reassign personnel if the PIHP provides notice and justification for the removal or reassignment and why it is in the best interest of the Medicaid Program.

#### **3. Licensure of PROVIDER**

- a. PROVIDER shall be licensed and maintain licensure in the State of Michigan as required by Section 6321 of P.A. 368 of 1978, as amended, for all service categories funded throughout the Contract period as described in the PIHP's Policy.
- b. Consistent with the Administrative Rules for Substance Use Disorder Services Programs in Michigan, Section 6231 (1) of Michigan Public Act 368 of 1978, PROVIDER shall offer each individual served a MDHHS approved Substance Use Disorder rights brochure, verbal explanation of each right listed on the brochure, and opportunity to document understanding of the rights as soon as feasible, but not more than 72 hours after commencement of service provision. The PIHP encourages annual implementation of this process for as long as the individual's services are continued with PROVIDER.
- c. PROVIDER must qualify and apply for Designated Prevention Provider designation during the contract period as outlined by MDHHS.

### **B. ADMINISTRATIVE AND FINANCIAL**

#### **1. Michigan Prevention Data System (MPDS)**

- a. PIHPs are required to collect and report the state-required prevention data elements throughout the prevention provider network through participation in the MPDS. The PIHP must assure that all records submitted to the State system are consistent with the MPDS-SUDS User Manual.

- b. It is the responsibility of PROVIDER to ensure that the services reported to the system accurately reflects staff service provision and the individual receiving services information for all PIHP - administered fund sources.
- c. It is the responsibility of PROVIDER to ensure that submissions are completed no later than the 10<sup>th</sup> of each month.
- d. It is the responsibility of PROVIDER to submit required data into MPDS in accordance with PIHP Policy.
- e. It is the responsibility of the PIHPs to monitor PROVIDER completeness, timeliness and accuracy of data maintained in the system.

## 2. Insurance Provisions

- a. PROVIDER shall maintain liability insurance during the life of this Contract with the following coverages:
  - i. Worker's Compensation insurance coverage according to applicable laws governing work activities.
  - ii. Directors and Officers liability insurance coverage (errors and omissions) in a sum of not less than three million dollars per claim and three million dollars annual aggregate.
  - iii. General liability insurance coverage with broad form endorsement or equivalent, if not in the policy proper, professional liability coverage with limits of not less than one million dollars per occurrence and two million dollars annual aggregate.
  - iv. Vehicle liability insurance coverage and Michigan no-fault coverage including all owned, non-owned, and hired vehicles with limits of not less than one million dollars per occurrence and one million dollars annual aggregate.
  - v. Privacy and Security Liability (Cyber Liability) Insurance in a sum of not less than one million dollars per occurrence and one million dollars annual aggregate. Insurance must cover privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability. With respect to Privacy and Security Liability PROVIDER may, at the discretion of MDHHS, defer coverage up to no more than 30 days prior to the beginning of any work or deliverables.

## 3. Fiscal Solvency

- a. PROVIDER shall maintain fiscal solvency. Should the PIHP determine PROVIDER is not fiscally solvent, PROVIDER will complete a Fiscal Solvency Action Plan identifying actions (including timeframes) PROVIDER will take to ensure operation expenses are covered. The PIHP may require quarterly updates until fiscal solvency is maintained (as determined by the PIHP). PROVIDER shall give immediate notice to the PIHP of any change in financial position material to such solvency and to continuing in operation as a going concern, at any time during the term of this Contract. If PROVIDER is financially dependent on another entity, the financial institution supporting PROVIDER must demonstrate fiscal solvency.

- b. PROVIDER must at all times have sufficient financial resources as objectively determined by the State, to ensure performance of this Contract and must be provided upon request.
4. **Reviews & Audits**
- a. The PIHP may conduct reviews and audits of PROVIDER regarding performance under this Contract. These reviews and audits will focus on PROVIDER compliance with State and Federal laws, rules, regulations, and policies, in addition to Contract provisions and PROVIDER policy and procedure.
5. **Verification Checks**
- a. The following applies to all staff paid in full, or in part, through PIHP funding: Criminal background checks are conducted as a condition of employment for potential employees. Checks shall be completed as a new employee and no less than every other year from the date the initial check was made. Although criminal background checks are required, it is not intended to imply that a criminal record should necessarily bar employment. Background checks must show criminal history and ongoing monitoring of criminal history unless PROVIDER has a written process in place that uses a system with flags and alerts to PROVIDER that a person has something new on record. The Offender Tracking Information System (OTIS) is not an approved background check. Evidence of compliance with this requirement shall be documented in the appropriate employee record.
  - b. PROVIDER shall ensure that initial and monthly queries are made to the Office of Inspector General (OIG), MDHHS Sanctioned Provider List and Medicare Enrollment Department as outlined in PIHP Policy.
  - c. PROVIDER, in accordance with the general purposes and objectives of this Contract, must ensure that each direct-hire or contractually employed individual health care staff and / or practitioner meets all background checks, applicable licensing, scope of practice, and contractual.
  - d. PROVIDER must:
    - i. Conduct a search that reveals information substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, or volunteer (including students and interns) who works under this Contract.
      - 1) ICHAT: <https://apps.michigan.gov/>
      - 2) Michigan Public Sex Offender Registry: <https://mspsor.com/>
      - 3) National Sex Offender Registry: <https://www.nsopw.gov/>
    - ii. Conduct a Central Registry (CR) check for each new employee, or volunteer (including students and interns) who under this Contract works directly with children.
      - 1) Central Registry: [https://www.michigan.gov/mdhhs/0,5885,7-339-73971\\_7119\\_50648\\_48330-180331--,00.html](https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html)
  - e. PROVIDER will require each new employee, or volunteer (including students and interns) who works under this Contract, works directly with enrollees, or who has access to enrollee information to notify PROVIDER

in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the CR as a perpetrator, at hire or within ten (10) days of the event after hiring.

- f. Use information from the Social Security Act (Subsection 1128(a)(b)), to determine whether to prohibit any employee, or volunteer (including students and interns) from performing work directly with enrollees or accessing enrollee information related to enrollees under this Contract, based on the results of a positive ICHAT response, reported criminal felony conviction, or perpetrator identification.
  - g. Use information from the Social Security Act (Subsection 1128(a)(b)), to determine whether to prohibit any employee, or volunteer (including students and interns) from performing work directly with children under this Contract, based on the results of a positive CR response or reported perpetrator identification.”
- 6. Program Integrity**

The PIHP, the State, MDHHS-Office of Inspector General (OIG) is responsible for overseeing the program integrity activities of PROVIDER consistent with this Contract and the requirements under 42 CFR 438.608.

a. General:

- i. To the extent consistent with applicable Federal and State law, including, but not limited to 42 CFR Part 2, HIPAA, and the Michigan Mental Health Code, PROVIDER must disclose protected health information to the PIHP, MDHHS-OIG or the Department of Attorney General upon their written request, without first obtaining authorization from the beneficiary to disclose such information.
- ii. PROVIDER must have administrative and management arrangements or procedures for compliance with 42 CFR 438.608. Such arrangements or procedures must identify program integrity compliance activities that will be delegated per 42 CFR 438.230 and how PROVIDER will monitor those activities.
- iii. PROVIDER will report to the PIHP when it has received an overpayment, will return the overpayment to the PIHP within 60 calendar days after the date on which the overpayment was identified and will notify the PIHP in writing of the reason for the overpayment.
- iv. PROVIDER that receives annual payments under this Contract of at least \$5,000,000, must make provision for written policies for all employees of the entity, and of any agent of the entity, that provide detailed information about the False Claims Act and other Federal and State laws described in Section 1902(a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.
- v. PROVIDER must have written documentation of internal controls and policies and procedures in place that are designed

to prevent, detect, and report known or suspected Fraud, Waste, and Abuse activities. The arrangements or procedures must include the following:

1) PROVIDER must have a program integrity compliance program as defined in 42 CFR 438.608. The program integrity compliance program and plan must include, at a minimum, all of the following elements:

a) Written policies, procedures, and standards of conduct that articulate PROVIDER's commitment to comply with all applicable Fraud, Waste, and Abuse requirements and standards under this Contract, and all applicable Federal and State requirements.

i) Standards of Conduct – PROVIDER must have written standards of conduct that clearly state PROVIDER's commitment to comply with all applicable statutory, regulatory and Medicaid program requirements. The standards of conduct must be written in an easy-to-read format and distributed to all employees. All employees must be required to certify that they have read, understand, and agree to comply with the standards.

ii) Written Compliance Policies and Procedures – PROVIDER must have comprehensive written compliance policies and procedures, developed under the direction of the compliance officer and Compliance Committee, which direct the operation of the compliance program.

b) The designation of a compliance officer and a compliance committee who are responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Contract and who reports directly to the chief executive officer (CEO) and the Board of Directors.

i) PROVIDER must designate a compliance officer whose primary responsibility is to oversee the implementation and maintenance of the compliance program. The CEO, chief financial officer (CFO), and chief operating officer (COO), or any other individuals operating in these roles, may not operate in the capacity of the compliance officer.

c) A system for annual training and education for the compliance officer, PROVIDER's senior management, and PROVIDER's employees regarding fraud, waste and abuse, and the federal and State standards and

requirements under this Contract. While the compliance officer may provide training to PROVIDER's employees, "effective" training for the compliance officer means it cannot be conducted by the compliance officer to himself/herself.

- i) Formal Training Programs – PROVIDER must provide general compliance training to all employees, officers, managers, supervisors, board members and long-term temporary employees that effectively communicates the requirements of the compliance program, including the company's code of conduct and applicable Medicaid statutory, regulatory, and contractual requirements.
  - ii) Informal On-going Compliance Training – PROVIDER must employ additional, less formal means for communicating its compliance message such as posters, newsletters, and Intranet communications. The compliance officer must be responsible for the content of the compliance messages and materials distributed to employees and managers.
- d) Effective lines of communication between the compliance officer and PROVIDER's employees.
- i) Hotline or Other System for Reporting Suspected Noncompliance – PROVIDER must have mechanisms in place for employees and others to report suspected or actual acts of non-compliance. Routine Communication and Access to the compliance officer – PROVIDER must have a general "open door" policy for employee access to the compliance officer and the Compliance Department staff. Staff must be advised that the compliance officer's duties include answering routine questions regarding compliance or ethics issues.
- e) Enforcement of standards through well-publicized disciplinary guidelines.
- i) Consistent Enforcement of Disciplinary Policies – PROVIDER must maintain written policies that apply appropriate disciplinary sanctions on those officers, managers, supervisors, and employees who fail to comply with the applicable statutory and Medicaid program requirements, and with the PROVIDER's written standards of conduct. These policies must include not only sanctions for actual noncompliance, but also for failure to detect non-compliance when

- routine observation or due diligence should have provided adequate clues or put one on notice. In addition, sanctions should be imposed for failure to report actual or suspected non-compliance.
- ii) Employment of, and Contracting with, Ineligible Persons – PROVIDER must have written policies and procedures requiring a reasonable and prudent background investigation to determine whether prospective employees and prospective non-employee agents were ever criminally convicted, suspended, debarred, or excluded from participation in a federal program.
- f) Establishment and implementation, and ongoing maintenance of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with requirements under the Contract.
- i) Auditing – PROVIDER must have a comprehensive internal audit system to ensure that PROVIDER is in compliance with the range of contractual and other MDHHS requirements in critical operations areas. The internal auditors must be independent from the section/department under audit. The auditors must be competent to identify potential issues within the critical review areas and must have access to existing audit resources, relevant personnel, and all relevant operational areas. Written reports must be provided to the compliance officer, the Compliance Committee and appropriate senior management. The reports must contain findings, recommendations and proposed corrective actions that are discussed with the compliance officer and senior management.
  - ii) Monitoring – PROVIDER must maintain a system to actively monitor compliance in all operational areas. PROVIDER must have a means of following up on recommendations and plans of correction/corrective action plans resulting from either an internal compliance audit, PIHP or MDHHS review to ensure timely implementation and evaluation.

- ii. Provision for a method to verify, by sampling or other methods, whether services that have been represented to have been delivered were received by enrollees and the application of such verification processes on a regular basis.
  - 1) PROVIDER must have methods for identification, investigation, and referral of suspected Fraud cases (42 CFR § 455.13, 455.14, 455.21).
    - a) PROVIDER must respond to all PIHP audit referrals with PROVIDER's initial findings report within the timeframe designated in the PIHP referral. Initial findings means prior to PROVIDER receiving a final notice with appeal rights.
  - 2) PROVIDER may request a one-time extension in writing (email) to PIHP no less than two (2) business days prior to the due date, if the PROVIDER is unable to provide the requested information within the designated timeframe. The request must include a status update and estimated date of completion.
  - 3) PROVIDER must have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the PROVIDER in preventing and detecting potential Fraud, Waste, and Abuse activities.
- v. Provision for written policies for all employees of PROVIDER, that provide detailed information about the False Claims Act and other Federal and State laws described in section 1902(a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.
  - 1) PROVIDER must include in any employee handbook a description of the laws and the rights of employees to be protected as whistleblowers.
- vii. Provisions for PROVIDER's prompt response to detected offenses and for the development of corrective action plans. "Prompt Response" is defined in this Contract as action taken within 15 business days of receipt and identification by PROVIDER of the information regarding a potential compliance problem.
- b. Once all applicable appeal periods have been exhausted, PROVIDER must adjust all associated invoices identified as part of their Program Integrity activities within 45 days. Failure to comply may result in a gross adjustment for the determined overpayment amount to be taken from PROVIDER.
  - i. PROVIDER must resolve outstanding invoice corrections in the timeframe designated in any authorization granted by MDHHS-OIG.
- c. Investigations
  - i. PROVIDER must investigate program integrity compliance complaints to determine whether a potential credible allegation of fraud exists. If a

- potential credible allegation of fraud exists, PROVIDER must refer the matter to the PIHP (see Reporting of Fraud, Waste, or Abuse) and pause any recoupment/recovery in connection with the potential credible allegation of fraud until receiving further instruction from the PIHP.
- ii. To the extent consistent with applicable law, including but not limited to 42 CFR Part 2, HIPAA, and the Michigan Mental Health Code, PROVIDER must cooperate fully in any investigation or prosecution by any duly authorized government agency, including but not limited to: MDHHS-OIG or the Department of Attorney General, whether administrative, civil, or criminal. Such cooperation shall include providing, upon request, information, access to records, and access to schedule interviews with designated PROVIDER employees and consultants, including but not limited to those with expertise in the administration of the program and/or in medical or pharmaceutical questions or in any matter related to the investigation or prosecution. PROVIDER must follow the procedures and examples contained within processes and associated guidance provided by the PIHP.
    - 1) PROVIDER must maintain written policies and procedures pertaining to cooperation in investigations or prosecutions.
- d. Reporting Fraud, Waste, or Abuse
- i. Upon receipt of allegations involving fraud, waste, or abuse regardless of entity (i.e., PROVIDER, employee, non-employee agent, or member), PROVIDER must perform a preliminary investigation. Upon completion of the preliminary investigation, if PROVIDER determines a suspicion of fraud exists, PROVIDER must promptly refer the matter the PIHP.
    - 1) Upon making a referral, PROVIDER shall not take any of the following actions unless otherwise instructed or authorized by the PIHP.
      - a) Contact the subject of the referral about any matters related to the referral.
      - b) Enter into or attempt to negotiate any settlement or agreement regarding the referral with the subject of the referral; or
      - c) Accept any monetary or other thing of valuable consideration offered by the subject of the referral in connection with the findings/overpayment.
  - ii. Upon making a referral, PROVIDER must immediately cease all efforts to take adverse action against or collect overpayments from the referred provider until authorized by the PIHP or MDHHS-OIG.
  - iii. If the State successfully prosecutes and makes a recovery based on a PROVIDER referral where PROVIDER has sustained a documented loss, the State shall not be obligated to repay any monies recovered to PROVIDER.
  - iv. PROVIDER must report all suspicion of waste or abuse on the Quarterly Submission described in the Quarterly Submissions section of this Contract.

- v. Documents containing protected health information or protected personal information must be submitted in a manner that is compliant with applicable Federal and State privacy rules and regulations, including but not limited to HIPAA.
- e. Overpayments  
PROVIDER must report identified and/or recovered overpayments due to fraud, waste, or abuse to the PIHP.
- f. PROVIDER must send all program integrity notifications and reports to the PIHP. PROVIDER must follow the procedures and examples contained within the PIHP submission forms and accompanying guidance documents. See Attachment D for the listing of notification forms and reports and their respective due dates.
- g. Quarterly Submissions  
PROVIDER must provide information on compliance complaint report performed quarterly using the template provided by the PIHP. Any excluded individuals and entities discovered in the screening described in the PROVIDER Ownership and Control Interest section of this Contract, including provider applications and credentialing documentation, must be reported to PIHP, in a format determined by the PIHP, within 20 Business Days of discovery.
- h. MDHHS-OIG Sanctions
  - i. When MDHHS-OIG sanctions (suspends and/or terminates from the Medicaid Program) providers, including for a credible allegation of fraud under 42 CFR 455.23, PROVIDER must, at minimum, apply the same sanction to the provider upon receipt of written notification of the sanction from the PIHP MDHHS-OIG. PROVIDER may pursue additional measures/remedies independent of the State. If MDHHS-OIG lifts a sanction, PROVIDER may elect to do the same.
- i. MDHHS-OIG / PIHP Onsite Reviews
  - i. The PIHP or MDHHS-OIG may conduct onsite reviews of PROVIDER.
  - ii. To the extent consistent with applicable law, including, but not limited to 42 CFR Part 2, HIPAA, and the Michigan Mental Health Code, PROVIDER is required to comply with the PIHP or MDHHS-OIG's requests for documentation and information related to program integrity and compliance.
- j. PROVIDER Ownership and Control Interest
  - i. According to 42 CFR 438.610 Prohibited affiliations, PROVIDER may not knowingly have a relationship of the type described in paragraph (c) of this Section with the following:
    - 1) An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation (FAR) or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.

- 2) An individual or entity who is an affiliate, as defined in the FAR at 48 CFR 2.101, of a person described in paragraph (a)(i) of this Section.
- ii. PIHP may not knowingly have a relationship with an individual or entity that is excluded from participation in any Federal health care program under section 1128 or 1128A of the act.
- iii. The relationships described in paragraph (a) of this Section, are as follows:
  - 1) A director, officer, or partner of PROVIDER.
  - 2) A person with beneficial ownership of five percent (5%) or more of PROVIDER's equity.
  - 3) A person with an employment, consulting, or other arrangement with PROVIDER for the provision of items and/or services that are significant and material to PROVIDER's obligations under its Contract with the PIHP.
- iv. PROVIDER must agree and certify it does not employ or contract, directly or indirectly, with:
  - 1) Any individual or entity excluded from Medicaid or other federal health care program participation under Sections 1128 (42 U.S.C. § 1320a-7) or 1128A (42 U.S.C. § 1320a) of the Social Security Act for the provision of health care, utilization review, medical social work or administrative services or who could be excluded under Section 1128(b)(8) of the Social Security Act as being controlled by a sanctioned individual.
  - 2) Any individual or entity discharged or suspended from doing business with Michigan Medicaid; or
  - 3) Any entity that has a contractual relationship (direct or indirect) with an individual convicted of certain crimes as described in Section 1128(b)(8) of the Social Security Act.
- v. PROVIDER must provide written disclosure of any director, officer, partner, managing employee, person with beneficial ownership of more than 5% of the PROVIDER's equity, network provider, or person with employment, consulting, or any other contractual agreement who is (or is affiliated with a person/ entity that is) debarred, suspended, or otherwise excluded from participating in procurement activities under the FAR or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing such order; and any individual or entity that is excluded from participation in any Federal health care program under section 1128 or 1128A of the Act.
- vi. If the PIHP learns that PROVIDER has a prohibited relationship as described above and provided by FAR, Executive Order No. 12549, or under section 1128 or 1128A of the Act, the PIHP may continue an existing agreement with PROVIDER unless MDHHS or CMS directs otherwise. The PIHP may not renew or otherwise extend the duration

of an existing agreement with PROVIDER unless MDHHS or CMS provides to the PIHP a written statement describing compelling reasons that exist for renewing or extending the agreement despite prohibited affiliations.

- vii. The PIHP may refuse to enter into or renew a contract with PROVIDER if any person who has an ownership or control interest in PROVIDER, or who is an Agent or managing employee of the PROVIDER, has been convicted of a criminal offense related to that person's involvement in any program established under Medicare, Medicaid, or the Title XX Services Program. Additionally, the PIHP may refuse to enter into or may terminate the Contract if it determines that PROVIDER did not fully and accurately make any disclosure required under this section of the Contract.
  - viii. PROVIDER must comply with the Federal regulations to obtain, maintain, disclose, and furnish required information about ownership and control interests, business transactions, and criminal convictions as specified in 42 CFR 455.104-106. In addition, PROVIDER must ensure that any and all contracts, agreements, purchase orders, or leases to obtain space, supplies, equipment, or services provided under the Medicaid agreement require compliance with 42 CFR §455.104-106.
7. Policies and Procedures
- a. PROVIDER agrees to comply with all policies and directives issued by the PIHP, as amended from time to time. These documents, which may include compliance plans, and administrative directives, are hereby incorporated by reference into this Contract and made a part thereof. Amendments to PIHP Policies are also terms of this Contract. The PIHP will provide PROVIDER with written notice of any new or amended policies or directives in a timely manner
  - b. PROVIDER shall conduct a comprehensive review of all PROVIDER policies and procedures relevant to the services provided under this Contract, at a minimum, on a biennial basis, (2-year cycle) with submission and approval of any changes to its applicable governing body. This review shall assess the effectiveness, accuracy, and compliance with the policies and procedures and their alignment with all applicable laws, regulations, and MDHHS / PIHP policies.

## C. SERVICES

### 1. General Services

- a. 12-Month Availability of Services: PROVIDER shall assure that, for any substance use disorder prevention service, PROVIDER maintains service availability throughout the fiscal year as appropriate to contracted services and applicable timelines.
- b. Charitable Choice

- i. The September 30, 2003 Federal Register (45 CFR part 96) contains federal Charitable Choice SAPT block grant regulations. In summary, the regulations require:
  - 1) That the designation of religious (or faith-based) organizations as such be based on the organization's self-identification as religious (or faith based),
  - 2) That these organizations are eligible to participate as providers— e.g. a “level playing field” with regard to participating in the PIHP's panel,
  - 3) That an individual receiving services from such an organization who objects to the religious character of a program has a right to notice, referral, and alternative services which meet standards of timeliness, capacity, accessibility and equivalency—and ensuring contact to this alternative provider, and
  - 4) Other requirements including exclusion of inherently religious activities and non-discrimination.
- ii. The PIHP is required to comply with all applicable requirements of the Charitable Choice regulations. The PIHP must ensure that prevention service recipients are notified of their right to request alternative services. The PIHP assigns responsibility for providing the notice to PROVIDER. Notification must be in the form of the model notice contained in the final regulations. The PIHP shall administer the processing of requests for alternative services.
- iii. The model notice contained in the federal regulations is: *No Provider of substance abuse services receiving Federal funds from the U.S. Substance Abuse and Mental Health Services Administration, including this organization, may discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. If you object to the religious character of this organization, Federal law gives you the right to a referral to another provider of substance abuse services. The referral, and your receipt of alternative services, must occur within a reasonable period of time after you request them. The alternative provider must be accessible to you and have the capacity to provide substance abuse services. The services provided to you by the alternative provider must be of a value not less than the value of the services you would have received from this organization.*
- c. Americans with Disabilities Act: PROVIDER must comply with applicable provisions of the Americans with Disabilities Act (the ADA). Further information may be found in “Nondiscrimination on the Basis of Disability in State and Local Government Services: United States Code of Federal Regulations, Title 28, Part 35”, Washington, D.C. (1991).
- d. Accessibility and Cultural Competency
  - i. PROVIDER shall ensure that sign language and oral interpretation services are available to beneficiaries. PROVIDER shall ensure that beneficiaries are notified that oral interpretation is available for any

language, written information is available in prevalent languages, and auxiliary aids and services are available upon request at no cost, and how to access those services. PROVIDER shall also ensure that beneficiaries are notified how to access alternative formats. All written materials for potential enrollees must include taglines in the prevalent non-English languages in PROVIDER's region, as well as large print, explaining the availability of written translations or oral interpretation to understand information provided and the toll-free telephone number of the entity providing services as required by §438.71(a). Large print means printed in a font size no smaller than 18-point. PROVIDER shall submit a detailed invoice to the PIHP to receive payment for all language interpretation services.

- ii. All PROVIDER written materials should be written at a grade level in accordance with PIHP Policy #07-01-02.
- iii. PROVIDER must have documentation to support implementation the required Accessibility, Cultural Competence and Diversity policy and procedures as described in PIHP Policy and are in compliance with related Federal and State requirements.
- iv. The PIHP shall pay for the reasonable incurred costs associated with interpreter services for hearing impaired and/or Limited English Proficiency after submission of a detailed invoice on PROVIDER's letterhead which includes the individual served name, service date, service time (or # minutes/hours; explain if charge is over/above service billing submitted to PIHP, ex. individual served no-show), service type (translation or interpreter), and associated travel costs (with mileage expenses). Payment requires PIHP approval prior to date of interpreter services.
- v. All materials shall be available in the languages appropriate to the people served within PROVIDER's area for specific non-English language that is spoken as the primary language by more than 5% of the population in the PIHP's region as identified by the State.
- e. Media Campaigns: PROVIDER shall not finance any media campaign without approval from the PIHP and State of Michigan. Advertising about the availability of services within the PIHP region is not considered a media campaign.
  - i. Any news releases including promotional literature and commercial advertisements which contain specific reference to PIHP and pertain to this Contract or project to which it relates must not be made without prior written State or PIHP approval, and then only in accordance with the explicit written instructions of the State or PIHP.
- f. Mandatory Meeting Attendance: PROVIDER shall make appropriate personnel available to attend PIHP identified meetings (e.g. SUD Provider meetings).
- g. Prevention Requirements
  - i. Based on needs assessment, prevention activities must be targeted to high-risk groups and must be directed to those at greatest risk of

- substance use disorders and/or most in need of services within these high-risk groups. PROVIDER may also provide targeted prevention services to the general population.
- ii. All prevention activities must be provided through one of the six (6) CSAP federal prevention strategies.
  - iii. Assure that ninety percent (90%) of PIHP funded prevention expenditures are directed to programs which are implemented as a result of an evidence-based decision making process.
  - iv. Alternative strategy activities, if provided, must reflect evidence-based approaches and best practices such as multi-generational and adult to youth mentoring.
  - v. Services will be provided with full fidelity, with potential exceptions subject to case-specific approval. Any deviations from full fidelity should be noted on the Prevention Services Work Plan
- h. Priorities
- 1)
  - 2) The PIHP's prevention priorities as planned for in the AP: Reduce childhood and underage drinking, reduce prescription and over-the-counter drug abuse/misuse, reduce youth access to tobacco (Synar and Synar-related activity)

## **RATES AND REPORT FORMS**

### **A. GENERAL PROVISIONS**

#### **1. Rates and Claims**

- a. The pre-negotiated unit rate and not to exceed amount may be increased or decreased as determined to be necessary by the PIHP's Chief Executive Officer and in keeping with legislative appropriations, executive orders, or changes in Federal benefit levels for the Contracted services. Said reductions in payment shall not be imposed upon the PROVIDER on a retroactive basis. PROVIDER shall receive at least thirty (30) calendar days' notice prior to the effective date of said reductions in payments. Reductions in payments in accordance with this process shall entitle PROVIDER to seek modification of program requirements from the PIHP.
- b. PROVIDER agrees and understands that the PIHP cannot be obligated for costs in excess of the not to exceed amount negotiated between PROVIDER and the PIHP designee without prior written approval of the PIHP. Such costs, if incurred, will be the sole responsibility of PROVIDER. PROVIDER agrees and understands that payment for services is based on availability of funding and Provider performance.
- c. The PIHP agrees to purchase up to 31 units of Synar Tobacco Compliance Checks MBO 4002/V02 at \$148.04 per unit not-to-exceed \$4,589.24.
- d. The PIHP agrees to purchase up to 112 units of Non-Synar Tobacco Compliance Checks MBO 4001/V02 at \$148.04 per unit not-to-exceed \$16,580.48.

- e. The PIHP agrees to purchase up to 118 units of Tobacco Vendor Education at \$109.65 per unit not-to-exceed \$12,938.70.
  - f. Total fees not to exceed \$34,108.42 with mileage costs included in the total Agreement fees. The budget amount will be utilized throughout the entire term of this Agreement.
  - g. The PIHP agrees to pay PROVIDER upon submission of a monthly invoice due the 10<sup>th</sup> of the month following the month in which services were provided. Units invoiced shall not exceed the amount listed within the Agreement.
  - h. Services shall be provided within PROVIDER's geographical boundaries (county lines).
  - i. Payment is contingent upon the PIHP's satisfaction of services.
  - j. The PIHP will not purchase services not listed in the PIHP/ PROVIDER agreement or services at locations not listed in the PIHP/ PROVIDER agreement contained herein.
  - k.
- 2. LEP/HI Payment**
- a. PIHP shall pay the reasonable incurred costs associated with interpreter services for the hearing impaired and/or Limited English Proficiency individual served after submission of a detailed paid invoice.
- 3. Audit**
- a. The PIHP or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

**REQUIRED REPORTS**

<b>Reporting Requirement</b>	<b>Reporting Frequency</b>	<b>Reference</b>
W-9	Initial	Region 10 PIHP Form
ACH Authorization	Initial	Region 10 PIHP Form
Invoice	Monthly (due the 10 <sup>th</sup> of each month for previous month of service)	Provider Responsibility
Michigan Prevention Data System (MPDS) Data Entry	Monthly (due the 10 <sup>th</sup> of each month for previous month of service)	Provider Responsibility
Quarterly Prevention Report	Quarterly: 10/15, 1/15, 4/15, 7/15	Region 10 PIHP Form
Organizational Chart	Annual	Provider Responsibility
Liability Insurance	Annual	Provider Responsibility
Prevention Staffing Roster	Annual (due August 1 <sup>st</sup> )	Region 10 PIHP Form
Fiscal Solvency Action Plan (if applicable)	As needed (determined by the PIHP)	Region 10 PIHP Form
Prevention Contract Amendment Proposal	As needed up to July 31 <sup>st</sup> (determined by the PIHP or Provider)	Region 10 PIHP Form
Conflict of Interest Attestation (Provider Entity Disclosure of Ownership, Controlling Interest and Management Statement)	Annually on July 31 <sup>st</sup>	Region 10 PIHP Form
Corporate Compliance Complaint Report	Quarterly: 10/15, 1/15, 4/15, 7/15	Provider Responsibility
Deficit Reduction Act Attestation (Providers receiving more than \$5,000,000 in Medicaid funds)	Previous Calendar Year (due 3/31)	Provider Responsibility
Tobacco (YAT) Compliance Checks Report (as applicable)	Annual (due July 7 <sup>th</sup> )	DYTUR Provider Responsibility
Youth Access to Tobacco Activity Annual Report (as applicable)	Annual (October)	DYTUR Provider Responsibility
Tobacco Retailer Master List Updates (as applicable)	Annual	DYTUR Provider Responsibility

Region 10 PIHP Form Index can be accessed online at <http://www.region10pihp.org/forms/>

**REFERENCES**

ENTITY	DOCUMENT / INFORMATION	WEB ADDRESS
Region 10 Prepaid Inpatient Health Plan	Mission, Vision & Values	<a href="http://www.region10pihp.org/">http://www.region10pihp.org/</a>
	Request for Proposal (RFP) Information	
	SUD Strategic Plan	
	Policies	
Michigan Department of Health and Human Services (MDHHS)		<a href="http://www.michigan.gov/MDHHS">http://www.michigan.gov/MDHHS</a>
	Medicaid Provider Manual	<a href="http://www.MDHHS.state.mi.us/dch-medicaid/manuals/MedicaidProviderManual.pdf">http://www.MDHHS.state.mi.us/dch-medicaid/manuals/MedicaidProviderManual.pdf</a>
	Mission and Vision	<a href="http://www.michigan.gov/mdhhs/0,5885,7-339-71550_2941_4868_4901-14819--,00.html">http://www.michigan.gov/mdhhs/0,5885,7-339-71550_2941_4868_4901-14819--,00.html</a>
Michigan Certification Board for Addiction Professionals (MCBAP)		<a href="http://www.mcbap.com/">http://www.mcbap.com/</a>
Michigan Department of Licensing & Regulatory Affairs (LARA)		<a href="http://www.michigan.gov/lara">http://www.michigan.gov/lara</a>
	Program Licensing Rules	<a href="http://www.michigan.gov/lara/0,4601,7-154-35299_63294_63303_30419-152686--,00.html">http://www.michigan.gov/lara/0,4601,7-154-35299_63294_63303_30419-152686--,00.html</a>
Michigan Prevention Data System		<a href="https://mpds.sudpds.com">https://mpds.sudpds.com</a>
American Psychiatric Association Diagnostic & Statistical Manual of Mental Disorders (DSM) 5		<a href="http://www.dsm5.org/Pages/Default.aspx">http://www.dsm5.org/Pages/Default.aspx</a>
American Society of Addiction Medicine (ASAM)		<a href="http://www.asam.org/">http://www.asam.org/</a>
Code of Federal Regulations	Title 42 Public Health	<a href="http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title42/42tab_02.tpl">http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title42/42tab_02.tpl</a>
Office of Management & Budget (OMB)		<a href="https://www.whitehouse.gov/omb/grants_docs">https://www.whitehouse.gov/omb/grants_docs</a>
Substance Use, Gambling and Epidemiology (MDHHS -SUGE)	SUD Strategic Plan	<a href="http://www.michigan.gov/MDHHS/0,4612,7-132-2941_4871_43667---,00.html">http://www.michigan.gov/MDHHS/0,4612,7-132-2941_4871_43667---,00.html</a>
	SUD Services Policy & Advisory Manual	<a href="http://www.michigan.gov/MDHHS/0,4612,7-132-2941_4871_45835_48569-133156--,00.html">http://www.michigan.gov/MDHHS/0,4612,7-132-2941_4871_45835_48569-133156--,00.html</a>
Substance Abuse and Mental Health Services Administration (SAMHSA)		<a href="http://www.samhsa.gov/">http://www.samhsa.gov/</a>
	Center for Substance Abuse Prevention (CSAP)	<a href="http://www.samhsa.gov/about-us/who-we-are/offices-centers/csap">http://www.samhsa.gov/about-us/who-we-are/offices-centers/csap</a>



Substance Use Disorder Provider Training Requirements

Training Topic	Frequency	Target Audience	Description of Training	Reference	Notes	Applies to:
<b>Adolescent Specific</b>	Initial	<ul style="list-style-type: none"> <li>Direct Service Staff</li> </ul>	<ul style="list-style-type: none"> <li>Refer to reference for allowable training topics in MDHHS Treatment Policy #14 reference.</li> </ul>	<ul style="list-style-type: none"> <li>MDHHS Treatment Policy #14 Adolescent Substance Use Treatment Services</li> </ul>	<ul style="list-style-type: none"> <li>Adolescent Service Providers Only</li> </ul>	<input type="checkbox"/> Prevention <input checked="" type="checkbox"/> Treatment <input type="checkbox"/> Both
<b>Communicable Disease Level 1</b>	Initial and Annual	<ul style="list-style-type: none"> <li>All staff</li> </ul>	<ul style="list-style-type: none"> <li>Modes of transmission, risk to SUD population, Universal Precautions, HIV / AIDS, TB, Hepatitis, and STIs.</li> <li>Protection, prevention, and reporting of bloodborne pathogens</li> <li>Knowing infection control procedures</li> </ul>	<ul style="list-style-type: none"> <li>MDHHS / SUGE Substance Abuse Prevention Policy #02 - Addressing Communicable Disease Issues in the Substance Abuse Service Network</li> <li>Region 10 PIHP Policy 05.03.18</li> </ul>		<input type="checkbox"/> Prevention <input type="checkbox"/> Treatment <input checked="" type="checkbox"/> Both
<b>Corporate &amp; Regulatory Compliance</b>	Initial and Annual	<ul style="list-style-type: none"> <li>All staff</li> </ul>	<ul style="list-style-type: none"> <li>Review of Corporate Compliance policy, general laws, and regulations governing compliance issues in the health care organization.</li> </ul>	<ul style="list-style-type: none"> <li>42 CFR § 438.608</li> <li>Region 10 PIHP Policy 01.02.01</li> </ul>	<ul style="list-style-type: none"> <li>Employees will complete the PIHP Statewide approved Corporate Compliance Training.</li> <li>Providers and employees should also be familiar with and know where to locate the PIHP Corporate Compliance Plan.</li> </ul>	<input type="checkbox"/> Prevention <input type="checkbox"/> Treatment <input checked="" type="checkbox"/> Both

Training Topic	Frequency	Target Audience	Description of Training	Reference	Notes	Applies to:
<b>Cultural Competency and Diversity</b>	Initial and Biennial	<ul style="list-style-type: none"> <li>All staff</li> </ul>	<ul style="list-style-type: none"> <li>Diversity issues in the workplace, embracing differences, and understanding what each unique person brings to an organization.</li> </ul>	<ul style="list-style-type: none"> <li>LARA SUD Administrative Rule R325.1351(3)a</li> <li>PIHP / SUD Provider Services Contract</li> </ul>		<input type="checkbox"/> Prevention <input type="checkbox"/> Treatment <input checked="" type="checkbox"/> Both
<b>Customer Service</b>	Initial	<ul style="list-style-type: none"> <li>All Staff</li> </ul>	<ul style="list-style-type: none"> <li>Creating an environment that is welcoming, helpful, and informative</li> <li>Understanding and accepting persons with co-occurring mental health and substance use disorders.</li> </ul>	<ul style="list-style-type: none"> <li>PIHP / Provider Services Contract</li> <li>MDHHS – PIHP Customer Service Standards</li> <li>MDHHS Technical Advisory #5 (Welcoming)</li> <li>PIHP Customer Service Handbook</li> </ul>		<input type="checkbox"/> Prevention <input type="checkbox"/> Treatment <input checked="" type="checkbox"/> Both
<b>Employee Orientation</b>	Initial	<ul style="list-style-type: none"> <li>All staff</li> </ul>	<ul style="list-style-type: none"> <li>Review of responsibilities, program policies, and operative procedures.</li> </ul>	<ul style="list-style-type: none"> <li>LARA SUD Administrative Rule R325.1351(1)a</li> </ul>		<input type="checkbox"/> Prevention <input type="checkbox"/> Treatment <input checked="" type="checkbox"/> Both

Training Topic	Frequency	Target Audience	Description of Training	Reference	Notes	Applies to:
<p><b>First Aid and Cardiopulmonary Resuscitation (CPR)</b></p>	<p>Initial and Biennial</p>	<ul style="list-style-type: none"> <li>All staff who treat, monitor, or interact with a recipient for care issues</li> </ul>	<ul style="list-style-type: none"> <li>First Aid</li> <li>CPR</li> <li>Automatic Electronic Defibrillator (AED)</li> <li>Naloxone Administration</li> <li>Signs and symptoms of a medical emergency</li> </ul>	<ul style="list-style-type: none"> <li>LARA SUD Administrative Rule R325.1351(2)a,b,h</li> </ul>	<ul style="list-style-type: none"> <li>Required for Residential and/or Withdrawal Management staff</li> <li>Recommended for staff at all levels of care, including prevention</li> </ul> <p>To be completed through a certifying organization (e.g., American Heart Association, American Red Cross, American Safety and Health Institute, etc.).</p>	<p><input type="checkbox"/> Prevention  <input type="checkbox"/> Treatment  <input checked="" type="checkbox"/> Both</p>
<p><b>Gender Competent Practitioner</b></p>	<p>Initial and Biennial</p>	<ul style="list-style-type: none"> <li>Clinical staff requesting Gender Competency Status</li> </ul>	<ul style="list-style-type: none"> <li>Additional training in specific areas to demonstrate competency with a specific gender.</li> </ul>	<ul style="list-style-type: none"> <li>MDHHS Treatment Policy #11 - Fetal Alcohol Spectrum Disorders</li> <li>MDHHS Treatment Policy #12 - Women's Treatment Services</li> <li>PIHP /Provider Services Contract</li> <li>Region 10 PIHP Policy 05.03.06</li> </ul>	<ul style="list-style-type: none"> <li>See references for specific training requirements</li> <li>The request to be a Gender Competent Practitioner is completed via the Privileging and Credentialing Application.</li> </ul>	<p><input type="checkbox"/> Prevention  <input checked="" type="checkbox"/> Treatment  <input type="checkbox"/> Both</p>

Training Topic	Frequency	Target Audience	Description of Training	Reference	Notes	Applies to:
<b>Grievance and Appeals</b>	Initial and Annual	<ul style="list-style-type: none"> <li>Direct Service Staff</li> </ul>	State and Federal requirements regarding: <ul style="list-style-type: none"> <li>Medicaid Fair Hearing</li> <li>Local Appeal</li> <li>Customer Service Complaint (Grievance)</li> <li>Local Dispute Resolution processes</li> </ul>	<ul style="list-style-type: none"> <li>MDHHS / PIHP Services Contract</li> <li>Region 10 PIHP Policy 07.02.01</li> </ul>		<input type="checkbox"/> Prevention <input checked="" type="checkbox"/> Treatment <input type="checkbox"/> Both
<b>Health Maintenance</b>	Initial and Annual	<ul style="list-style-type: none"> <li>All staff who treat, monitor, or interact with a recipient for care issues, excluding outpatient services</li> </ul>	<ul style="list-style-type: none"> <li>Potential medical risks associated with withdrawal from substances and combinations of substances and appropriate acute interventions.</li> <li>Emergency response protocols (medical, psychiatric, and safety)</li> <li>Signs and symptoms of intoxication and withdrawal, including seizures</li> <li>Vital sign measurement and interpretation</li> </ul>	<ul style="list-style-type: none"> <li>LARA SUD Administrative Rule R325.1351(2)c, e, f, g</li> </ul>		<input type="checkbox"/> Prevention <input checked="" type="checkbox"/> Treatment <input type="checkbox"/> Both
<b>HIPAA Security and Privacy / Basics of Confidentiality</b>	Initial and Biennial	<ul style="list-style-type: none"> <li>All staff</li> </ul>	<ul style="list-style-type: none"> <li>Overview of HIPAA, and HIPAA privacy and security risks</li> <li>Overview of 42 CFR Part 2</li> </ul>	<ul style="list-style-type: none"> <li>45 CFR Part 164</li> <li>42 CFR Part 2</li> <li>LARA SUD Administrative Rule R325.1351(3)b</li> <li>Region 10 PIHP Policy 03.03.01</li> </ul>		<input type="checkbox"/> Prevention <input checked="" type="checkbox"/> Treatment <input type="checkbox"/> Both

Training Topic	Frequency	Target Audience	Description of Training	Reference	Notes	Applies to:
<b>Implicit Bias Training</b>	Initial and Annual	<ul style="list-style-type: none"> <li>All staff</li> </ul>	<ul style="list-style-type: none"> <li>Understanding implicit bias</li> <li>Equitable Access to Healthcare</li> <li>Serving Diverse Populations</li> <li>Diversity and Inclusion Initiatives</li> <li>Cultural Sensitivity</li> </ul>	<ul style="list-style-type: none"> <li>Michigan Public Health Code General Rule 338.7004</li> <li>PIHP / Provider Services Contract</li> </ul>		<input type="checkbox"/> Prevention <input type="checkbox"/> Treatment <input checked="" type="checkbox"/> Both
<b>Individualized Treatment</b>	Initial and Annual	<ul style="list-style-type: none"> <li>All staff</li> </ul>	<ul style="list-style-type: none"> <li>Principles of Person-Centered Planning (PCP)</li> <li>Developing an Individual Plan of Service (IPOS)</li> </ul>	<ul style="list-style-type: none"> <li>LARA SUD Administrative Rule R325.1351(3)e</li> </ul>		<input type="checkbox"/> Prevention <input checked="" type="checkbox"/> Treatment <input type="checkbox"/> Both
<b>Limited English Proficiency</b>	Initial	<ul style="list-style-type: none"> <li>All staff</li> </ul>	<ul style="list-style-type: none"> <li>Procedures for working with individuals with limited English abilities.</li> <li>Training on terminology used in association with Limited English.</li> </ul>	<ul style="list-style-type: none"> <li>42 CFR § 438.10</li> <li>45 CFR § 92.201</li> <li>Region 10 PIHP Policy 05.01.02</li> <li>MDHHS / PIHP Services Contract</li> <li>PIHP / Provider Services Contract</li> </ul>	<ul style="list-style-type: none"> <li>Region 10 PIHP has provided each SUD agency with a PowerPoint Module for this training.</li> </ul>	<input type="checkbox"/> Prevention <input type="checkbox"/> Treatment <input checked="" type="checkbox"/> Both
<b>Mandated Reporting of Suspected Abuse and Neglect</b>	Initial and Annual	<ul style="list-style-type: none"> <li>All staff</li> </ul>	<ul style="list-style-type: none"> <li>Understanding MDHHS mandated reporting requirements and process</li> <li>Recognizing signs of child abuse and neglect</li> </ul>	<ul style="list-style-type: none"> <li>LARA SUD Administrative Rule R325.1351(3)c</li> </ul>	<ul style="list-style-type: none"> <li>Training is available through your local MDHHS office</li> </ul>	<input type="checkbox"/> Prevention <input checked="" type="checkbox"/> Treatment <input type="checkbox"/> Both

Training Topic	Frequency	Target Audience	Description of Training	Reference	Notes	Applies to:
<b>Medication Administration and Monitoring</b>	Initial and Annual	<ul style="list-style-type: none"> <li>All staff who treat, monitor, or interact with a recipient for care issues, excluding outpatient services</li> </ul>	<ul style="list-style-type: none"> <li>Medication administration and monitoring</li> </ul>	<ul style="list-style-type: none"> <li>LARA SUD Administrative Rule R325.1351(2)d</li> </ul>		<input type="checkbox"/> Prevention <input checked="" type="checkbox"/> Treatment <input type="checkbox"/> Both
<b>Recipient Rights</b>	Initial and Annual	<ul style="list-style-type: none"> <li>All staff</li> </ul>	<ul style="list-style-type: none"> <li>Information on Recipient Rights including confidentiality, abuse, and neglect.</li> </ul>	<ul style="list-style-type: none"> <li>MDHHS Administrative Code 330.1755</li> <li>MDHHS Administrative Rules R325.14301 – 325.14306</li> <li>42 CFR § 438.100</li> <li>LARA SUD Administrative Rule R325.1351(3)f</li> <li>PIHP / Provider Services Contract</li> </ul>		<input type="checkbox"/> Prevention <input type="checkbox"/> Treatment <input checked="" type="checkbox"/> Both
<b>Suicide Prevention</b>	Initial and Annual	<ul style="list-style-type: none"> <li>All staff</li> </ul>	<ul style="list-style-type: none"> <li>Assessment and management of intention to harm oneself or others.</li> </ul>	<ul style="list-style-type: none"> <li>LARA SUD Administrative Rule R325.1351(3)d</li> </ul>		<input type="checkbox"/> Prevention <input checked="" type="checkbox"/> Treatment <input type="checkbox"/> Both
<b>Trauma Informed Care</b>	Initial	<ul style="list-style-type: none"> <li>All Staff</li> </ul>	<ul style="list-style-type: none"> <li>Awareness and understanding of the prevalence of trauma in consumers and the impact that trauma has on their behavior</li> </ul>	<ul style="list-style-type: none"> <li>MDHHS / PIHP Services Contract</li> <li>MDHHS Trauma Policy</li> <li>Region 10 Policy 05.01.01</li> </ul>		<input type="checkbox"/> Prevention <input type="checkbox"/> Treatment <input checked="" type="checkbox"/> Both

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Envelope Originator:

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mestell@geneseecountymi.gov

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CHairman, Genesee COunty Commission

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Miranda Willis

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willis@region10pihp.org

SUD Administrative Coordinator

Region 10 PIHP

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### Envelope Summary Events

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

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### **How to contact Region 10 PIHP:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [klemmer@region10pihp.org](mailto:klemmer@region10pihp.org)

### **To advise Region 10 PIHP of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [klemmer@region10pihp.org](mailto:klemmer@region10pihp.org) and in the body of such request you must state: your

previous email address, your new email address. We do not require any other information from you to change your email address

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [klemmer@region10pihp.org](mailto:klemmer@region10pihp.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

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- You can access and read this Electronic Record and Signature Disclosure; and
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# Genesee County

## Staff Report

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

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**File #:** RES-2026-0311

**Agenda Date:** 4/8/2026

**Agenda #:** 2.

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

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

**RE:** Approval of a Subrecipient Contract Amendment between Genesee County's Health Department and Global Clinical LLC, in an amount not to exceed \$119,570.00, to provide behavioral health services for the Healthy Start Initiative; the contract would be valid from April 1, 2026 through March 31, 2027; to be paid from account 2211-607.01-801.060

### **BOARD ACTION REQUESTED:**

Approval of a Subrecipient Contract Amendment between the Genesee County Health Department (GCHD) and Global Clinical LLC. Subrecipient will be paid **\$119,570.00** to provide behavioral health services for the Healthy Start Initiative. Contract would be valid from April 1, 2026 through March 31, 2027, to be paid from Funding Account- 2211-607.01-801.060 Funding Source Health Resources and Services Administration (HRSA) pending receipt of the FY26 grant agreement.

### **BACKGROUND:**

HRSA requires all Healthy Start grantees to provide clinical services to Healthy Start participants. Behavioral health services serve as a way to treat perinatal mood disorders and other mental/behavioral issues that may contribute to poor maternal and infant outcomes. A request for proposals (RFP) for behavioral health services was initiated by Genesee County of behalf of the Healthy Start Initiative. Global Clinical LLC was selected to provide behavioral health services for the Healthy Start Initiative.

### **DISCUSSION:**

Health Start is an infant mortality reduction program that uses a multidisciplinary approach to provide home visiting services to families in the Genesee County community. During home visits, participants are provided with case management services, health education, and referrals for current needs. On average participants will receive one to two home visits per month but can receive up to four depending on their risk assessment. Evaluation methods continue to be used to validate program outcomes. Genesee County Healthy Start received continued federal funding for cycle May 1, 2024, through March 31, 2029. **No county appropriation is needed.**

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

There is no expected impact on Human Resources.

### **IMPACT ON BUDGET:**

All 2024 Healthy Start grantees received funding from federal funder HRSA to provide clinical

services to program participants.

**IMPACT ON FACILITIES:**

There is no expected impact on facilities.

**IMPACT ON TECHNOLOGY:**

There is no expected impact on technology.

**CONFORMITY TO COUNTY PRIORITIES:**

Genesee County Healthy Start continues to support a Healthy, Livable, and Safe Community through the utilization of community resources. Home visiting services provided through the Healthy Start Initiative are shown to decrease maternal and infant mortality, therefore contributing to full term pregnancies and healthy infants.

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 amending the contract between Genesee County and Global Clinical LLC that provides behavioral health services for the Healthy Start Initiative, said amendment being necessary to extend the contract term one additional year commencing April 1, 2026, through March 31, 2027, at a total cost not to exceed \$119,570.00 to be paid from account 2211-607.01-801.060 with no county appropriation, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the April 8, 2026 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the amendment on behalf of Genesee County.





# GLOBAL CLINICAL LLC

Unique Entity ID <b>XBLJBSJCKR78</b>	CAGE / NCAGE <b>04V91</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Sep 17, 2025</b>	
Physical Address <b>34505 W 12 Mile RD STE 210 Farmington Hills, Michigan 48331-3286 United States</b>	Mailing Address <b>34505 W 12 Mile RD STE 210 Farmington Hills, Michigan 48331-3286 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Michigan 11</b>	State / Country of Incorporation <b>Michigan / United States</b>	URL <b>globalclinicaltherapy.com</b>

## Registration Dates

Activation Date <b>Sep 23, 2025</b>	Submission Date <b>Sep 17, 2025</b>	Initial Registration Date <b>Sep 30, 2024</b>
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## Entity Dates

Entity Start Date <b>Mar 25, 2024</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-8, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

No

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results.

Yes

## Entity Types

### Business Types

Entity Structure <b>Other</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>For Profit Organization</b>		

# 66

**Socio-Economic Types**

Minority-Owned Business  
Black American Owned

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments  
No

Debt Subject To Offset  
No

EFT Indicator  
0000

CAGE Code  
04V01

**Points of Contact****Electronic Business**

☑  
Zach Donisch

34505 W. 12 Mile RD., STE 210  
Farmington Hills, Michigan 48331  
United States

**Government Business**

☑  
Zach Donisch

34505 W. 12 Mile RD., STE 210  
Farmington Hills, Michigan 48331  
United States

**Service Classifications****NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	621330	Offices Of Mental Health Practitioners (Except Physicians)
	621340	Offices Of Physical, Occupational And Speech Therapists, And Audiologists
	621420	Outpatient Mental Health And Substance Abuse Centers
	621610	Home Health Care Services

**Product and Service Codes**

PSC  
Q528

PSC Name  
Social Work

**Disaster Response**

This entity does not appear in the disaster response registry.



AMENDMENT NO. 2  
TO SUBRECIPIENT AGREEMENT

This Amendment is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 324 S. Saginaw Street, Flint, Michigan 48502 (the "County"), and **Global Clinical, LLC**, a human service agency, whose principal place of business is located at 34505 West 12 Mile Road, Suite 210, Farmington Hills, Michigan, 48331 (the "Subrecipient") (the Subrecipient and the County together, the "Parties").

WHEREAS, the Parties executed a Subrecipient Contract effective November 1, 2024 (the "Agreement"), pursuant to which the Subrecipient would provide behavioral health services to program participants; and

WHEREAS, the Genesee County Board of Commissioners authorized the original Subrecipient Contract by Resolution #2024-1330; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for an additional 1-year period, from April 1, 2026, through March 31, 2027.

NOW THEREFORE, the Parties agree as follows:

1. The contract term is extended for one year commencing April 1, 2026, through March 31, 2027.
2. The total budget for the extended one-year term shall not exceed **\$119,570.00** (See Exhibit C, attached to this amendment).
3. All costs charged to the grant must be supported by proper documentation, including properly executed payrolls, effort reporting or timecards, invoices, contracts, and receipts for expenses, evidencing in detail the nature and propriety of the charges.
4. The remaining terms of the agreement remain unchanged and in full effect.

GLOBAL CLINICAL, LLC

COUNTY OF GENESEE

By: \_\_\_\_\_  
Zach Donisch  
Director of Operations and Strategy

By: \_\_\_\_\_  
Dale Weighill, Chairperson  
Board of County Commissioners

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

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

**Attachment H.2**

Genesee County Healthy Start  
Financial Status Report  
11/01/2025 - 03/31/2026

Agency Global Clinical, LLC				Report Month	
Address 34505 West 12 Mile Road		City Farmington Hills	State MI	Zip Code 48331	Date Prepared

	Category	Month To Date	Year To Date	Total Budget	Remaining Balance
1	Salaries & Wages	\$0.00	\$0.00	\$78,600	\$78,600
2	Fringe Benefits	\$0.00	\$0.00	\$4,800.00	\$4,800.00
3	Travel /Local Mileage)	\$0.00	\$0.00	\$500.00	\$500.00
4	Equipment	\$0.00	\$0.00	\$4,400.00	\$4,400.00
5	Contractual (Sub-Contracts)				
	Intakes				
	Home Visits				
	Case Management				
6	Office Supplies	\$0.00	\$0.00	\$300.00	\$300.00
7	Patient Transportation Costs				
8	Other - Training	\$0.00	\$0.00	\$3,000.00	\$3,000.00
9	TOTAL DIRECT	\$0.00	\$0.00	\$91,600.00	\$91,600.00
10	Facilities and Administration Costs	\$0.00	\$0.00	\$27,970	\$27,970
11	TOTAL	\$0.00	\$0.00	\$119,570	\$119,570
12	Less: Fees, Collections				
	Less: In-Kind				
13	Total Expenditures for Month				
14	Total Expenditures YTD				
15	Funds Received YTD				
16	Balance Due				
17	Working Advance*				
18	<b>TOTAL Amount Requested</b>	<b>\$0.00</b>			

\*Not to exceed two months Budgets (2/12 of yearly budget)

\*\*\*\*\*For County Use Only\*\*\*\*\*

Approval	Fund	Organization	Account	Amount

CERTIFICATION: I certify that I am authorized to sign on behalf of the local agency and that this is a true and correct statement of expenditures and collections for the report period. Appropriate documentation is available and will be maintained for the required period to support costs and receipts reported.

Signature

Title

Date



# Genesee County

## Staff Report

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

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**File #:** RES-2026-0343

**Agenda Date:** 4/8/2026

**Agenda #:** 3.

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

**From:** Pamela Coleman, GCCARD Director

**RE:** Approval of a grant award amendment from VAAA, for a revised total of \$1,072,509.00, to provide for additional senior meal programming; the budget for this grant award amendment is attached

### **BOARD ACTION REQUESTED:**

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to accept and expend the Fiscal Year 2026 (FY26) Round One Older Americans Act contract amendment between Valley Area Agency on Aging (VAAA) and the GCCARD Nutrition Services Program, with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

### **BACKGROUND:**

GCCARD Nutrition Services Program has received notification from VAAA through the Bureau of Aging, Community Living and Support of a Round One contract amendment which increases funding for the FY26 Home Delivered Meal Program for the period commencing October 1, 2025, through September 30, 2026.

### **DISCUSSION:**

GCCARD is submitting a request to accept and expend an increase in funding for the Home Delivered Meal program to reflect the Round One changes for FY26. Home Delivered Meal Program funding will increase from \$653,944.00 to \$846,095.00 for a new total contract award of \$1,072,509.00.

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

There will be no impact on Human Resources.

### **IMPACT ON BUDGET:**

\$192,151.00 will be added to revenue line 2731-697.15-634.009. This additional funding will be allocated to the following expense lines: \$192,151.00 for VAAA Home Delivered Meals into 2731-697.15-762.000. A budget amendment will be submitted in a separate request.

### **IMPACT ON FACILITIES:**

There will be no impact on facilities.

**IMPACT ON TECHNOLOGY:**

There will be no impact on technology.

**CONFORMITY TO COUNTY PRIORITIES:**

This memorandum conforms to Genesee County's priority of Healthy, Livable & Safe Communities through support of public health services that prevent unnecessary institutionalization of seniors, promoting independence for the aged and providing nutritious meals for "at-risk" students year-round.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Genesee County Community Action Resource Department (GCCARD) to authorize accepting and expending the Round One amendment to the Fiscal Year 2026 Older Americans Act contract between Genesee County and the Valley Area Agency on Aging (VAAA) to fund the Home Delivered and Congregate Meal programs, resulting in a new total award amount of \$1,072,509.00 for the period commencing October 1, 2025, through September 30, 2026, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the April 8, 2026 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to sign the amendment on behalf of Genesee County.

**VALLEY AREA AGENCY ON AGING**

**NOTIFICATION OF CONTRACT AWARD**

**\$ 1,072,509 – Round 1**

**PROJECT IDENTIFICATION NUMBER**

**GCCARD - 2026**

**TYPE OF CONTRACT OR ACTION**

- New
- Renewal
- Revision/Supplement to contract
- Reinstatement of suspended project
- Reinstatement of terminated project
- Not Applicable

**PROJECT YEAR OF THIS CONTRACT**

**FY - 2026**

**INCORPORATION STATUS**

**Public**

**TAX ID # 38-6004849**

**FISCAL YEAR FROM WHICH FUNDS AWARDED**

**FY 2026**

**APPROVED PROJECT PERIOD**

**FROM: 10/1/2025 TO: 9/30/2026**

**SUBCONTRACTOR**

**NAME: Genesee County Community Action  
Resource Department**

**ADDRESS: 2727 Lippincott Blvd.  
Flint MI 48507**

**PHONE: (810) 235-3567**

**SUBGRANTEE**

**NAME: Valley Area Agency on Aging**

**ADDRESS: 225 E Fifth Street, Suite 200  
Flint MI 48502**

**PHONE: (810) 239-7671**

**SERVICE AREA**     Genesee County     Lapeer County     Shiawassee County

**CONTRACT SUMMARY**

	Service Category
1	Congregate Meals
2	<b>Home Delivered Meals</b>

Amount	Clients	Units
\$226,414	482	28,990
<b>\$846,095</b>	<b>719</b>	<b>135,375</b>

**COMPUTATION OF CONTRACT**

Services	Congregate Meals	Home Delivered Meals			
VAAA Share	\$226,414	<b>\$726,029</b>			
NSIP ( <i>estimated</i> )		<b>120,066</b>			
Required Local Match	Cash	35,927	<b>16,258</b>		
	In-Kind	20,377	<b>201,739</b>		
Estimated Program Income					
<b>Total</b>	<b>\$282,718</b>	<b>\$1,064,092</b>			
Other Resources	0	0			

IN ADDITION TO THE CONDITIONS CONTAINED ON THE FIRST PAGE OF THIS AGREEMENT, FOLLOWING CONDITIONS SHALL APPLY TO THIS CONTRACT:

1. Unless revised, the amount in "VAAA Share", "COMPUTATION OF CONTRACT," will constitute a ceiling for the Area Agency on Aging participation in the approved cost.
2. The AAA share of APPROVED COST is earned only when the cost is accrued and the non-federal share of the cost has been contributed. The receipt of AAA funds (either through advance or reimbursement) does not constitute earning of these funds.

3. If the actual cost is less than the amount in “Total,” “COMPUTATION OF CONTRACT,” the AAA and non-federal shares will be:

AAA Federal/State: 80% Local: 20%

4. Assuming satisfactory progress, adequate justification, and the availability of funds, the AAA share will meet:

\$ 1,072,509

5. Funds herein awarded will remain available during the length of the project period unless State/Federal funding to AAA is modified.

6. Other conditions: Program Income must be used to supplement the nutrition programs. GCCARD shall report all program income to VAAA and how the income was used to Supplement the nutrition programs.

VALLEY AREA AGENCY ON AGING

CONTRACT

THIS CONTRACT, entered into on this 1st day of October, 2025 by the Valley Area Agency on Aging (herein after referred to as "VAAA", located in Flint Michigan

And

Genesee County Community Resource Department (hereinafter referred to as "SUBCONTRACTOR")

STATES AND WITNESSES THAT:

WHEREAS, VAAA has entered into a contract with the Bureau of Aging, Community Living, and Supports(ACLS BUREAU) of the State of Michigan for a grant for the planning and development of regional services to the aging within the counties of Genesee, Lapeer and Shiawassee, pursuant to Title III of the Older Americans Act of 1965, and Amendments of 1970, 1973, 1975 and 1978; and

WHEREAS, VAAA has accepted the Application for Project Contract GCCARD -2026 Submitted by the Subcontractor to provide services to the aging in the target area(s) of: Genesee, Lapeer & Shiawassee County.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subcontractor agrees to perform in a manner satisfactory to the Valley Area Agency on Aging those services set forth in, including client eligibility, and abide by the specifications of, the Operational Guidelines & Standards. (Attachment A).

The Subcontractor will serve a minimum of:

Table with 3 columns: Service, Unduplicated Clients, Units of Service. Rows include Congregate Meals and Home Delivered Meals.

Table with 4 columns: Service, Low-Income Seniors, Minority Seniors, Frail/Disabled Seniors. Rows include Congregate Meals and Home Delivered Meals.

2. TIME OF PERFORMANCE

A Subcontractor agrees to begin provision of services on 10/01/2025 and to continue to provide services until 09/30/2026 .

B The Project Period for which the Subcontractor shall be eligible to receive funds from VAAA is from 10/01/2025 to 09/30/2026 .

3. PROBATION, SUSPENSION, OR TERMINATION

A Probation

1 When a subcontractor has failed to comply with the terms of a contract, VAAA may place the subcontractor operations on probation, in whole or in part.

- 2 VAAA may commence probation upon the Subcontractor's receipt of written notice of violations cited by VAAA.
- 3 The notice of probation shall contain reasons for probation, any corrective action required of the Subcontractor, the effective date, and must note the right of the Subcontractor to appeal the decision.
- 4 During the probationary period, the Subcontractor will receive reimbursement for expenses incurred as part of the contract.
- 5 If, during the probationary time frame, the Subcontractor does not comply with the corrective actions, suspension or termination may be elected.

#### B Contract Suspension

- 1 When a Subcontractor has failed to comply with the terms of the contract, VAAA may suspend support for the Subcontractor operations, in whole or in part. Support for any part shall automatically be terminated when it has been suspended for more than ninety (90) days.
- 2 To suspend Subcontractor operations, VAAA must notify the Subcontractor in writing of the action being taken, the reason(s) for such action, the effective date, and the conditions of the suspension. This notice must be given at least ten (10) days prior to the effective date of the suspension and must note the right of the subcontractor to appeal such decision.
- 3 Under extreme conditions (danger to older persons or improper use of funds), immediate notice of suspension may be given.
- 4 New obligations incurred by the Subcontractor during the suspension period will not be allowed unless VAAA expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Subcontractor could not reasonably avoid during the suspension period will be allowed if they result from obligations properly incurred by the Subcontractor before the effective date of the suspension and not in anticipation of suspension or termination.
- 5 In suspending contract operations, VAAA shall determine the amount of unearned funds the Subcontractor has on hand, anticipated length of suspension, the extent of operations suspended, and the amount of the fund balance on hand to determine whether VAAA should require the balance to be returned.
- 6 VAAA may reinstate the suspended contract operations if it determines conditions warrant such action. Such reinstatement shall be made by issuance of a new statement of award.
- 7 VAAA financial participation in reinstated contract operations may resume immediately upon reinstatement, but not for any costs incurred for those contract operations while they were suspended. The obligational authority unearned at the time of suspension may again become available for earning at previously-established matching ratio, unless VAAA reduces the amount of the contract.

#### C Contract Termination

- 1 For adequate cause, VAAA may terminate support for a contract prior to the end of an approved Project Period. Examples of cause for which the area agency may wish to terminate support are:
  - a. Availability of funds;
  - b. Subcontractor violates conditions under which the contract was approved;
  - c. Program performance is inadequate, as documented through the monitoring of visits;
  - d. Other resources are unavailable;
  - e. Assessment findings are inadequate for two (2) semi-annual assessments; and

- f. Suspension for more than three (3) consecutive months.
- 2 To terminate funding of a contract, VAAA must notify the Subcontractor in writing at least thirty (30) days prior to the effective date of termination and the reasons for such action. This notice must specify any reports to be completed, the right of the Subcontractor to appeal, and the procedures to be followed for the appeal.
  - 3 Under extreme conditions, immediate termination may be completed (e.g., gross negligence, misappropriation of funds, etc., are considered extreme conditions.)
  - 4 When financial support of a contract terminates on completion of the approved project period or earlier, the Subcontractor shall complete and submit a final project and financial report to VAAA by the date established by VAAA pursuant to the Subcontractor.
  - 5 When a contract is terminated or completed, equipment and supplies purchased with budget funds must be disposed of, in accordance with procedures prescribed by 45 CFT, Part 74, Subpart O (74.139). Any funds realized from the sale of such equipment or supplies is an adjustment to the projected cost.
  - 6 The Subcontractor may terminate the contract upon thirty (30) days written notice to VAAA at any time prior to the completion of the contract for adequate cause.
    - a. When the contract is concluded or terminated, the Subcontractor shall provide VAAA, within thirty (30) days after the conclusion or termination, with all financial, performance, and other reports required as a condition of the contract. VAAA shall make payments to the Subcontractor for allowable reimbursable costs not covered by the previous payments. The Subcontractor shall immediately refund to VAAA any payments or funds advanced to the Subcontractor in excess of allowable reimbursable expenditures.
    - b. The Subcontractor shall notify VAAA in writing if its intent to pursue a claim against VAAA for breach of any terms of the contract. No suit may be commenced by the Subcontractor for breach of the contract prior to the expiration of sixty (60) days from the date of such notification. Within this sixty (60) day period, the Subcontractor, at the request of VAAA, must meet with the Director of VAAA for the purpose of attempting resolution of the dispute.

#### D Opportunity for Hearings

In the event of contract probation, suspension, or termination, the Subcontractor may utilize the VAAA appeal hearing process. If the VAAA appeal hearing process has been completed, with the decision rendered in writing, Subcontractor may appeal the VAAA decision to ACLS BUREAU within thirty (30) days of receiving the written notification.

- 1 Appeal Procedure. Any party having the right to appeal shall submit a written request to appeal to the Director, Bureau of Aging, Community Living, and Supports(ACLS BUREAU), within 10 calendar days of receiving the written notice of adverse action by a grantee or arbitration. An appellant who receives an adverse ruling by an area agency policy board may appeal to arbitration or appeal directly to the state commission. Such appeal applications must certify that the appealing body has the endorsement of the governing body of the officially recognized entity. Included in the request will be a statement of the basis of the appeal in sufficient detail to permit an appropriate analysis. Failure to submit sufficient and relevant information or data could result in a decision by the Commission which is adverse to the appellant. The Director of ACLS BUREAU may recommend denial of a request under any of the following circumstances:
  - a. The request was not submitted within the time allowed.
  - b. The request was withdrawn by the appellant through written notice.
  - c. The Bureau of Aging, Community Living, and Supports(ACLS BUREAU) has determined that it lacks jurisdiction over the issue.
  - d. The appellant does not have the right to appeal.

Written notice shall be given to the appellant, by the Director of ACLS BUREAU, stating the reasons for denial

of the request, within 14 calendar days of the receipt of the appeal.

- 2 Upon receiving a recommendation from the Director to grant an appeal hearing, the Chairperson of the Michigan Commission on Services to the Aging shall appoint a panel to hear the appeal. The panel shall consist of no less than three (3) and no more than five (5) members. Panel members shall be selected from one or a combination of the following categories [see Rule 309(5)].
  - a. Commission members who are disinterested parties.
  - b. State Advisory Council members who are disinterested parties as defined in the Older Americans Act, P.A. 180, Section 4(2).
- 3 A hearing shall be scheduled no later than 30 calendar days after the request was received by the Bureau of Aging, Community Living, and Supports(ACLS BUREAU). A notice of hearing shall be mailed to the parties not less than 14 calendar days before the hearing date. This notice shall include:
  - a. Date, time and place of hearing.
  - b. Statement of issue being heard.
  - c. Request for submission of relevant information deemed necessary by the Commission.
  - d. Rules of conduct for the hearing.
  - e. Rights of the party.
- 4 The Michigan Commission on Services to the Aging may dismiss an appeal under any of the following circumstances:
  - a. The request is withdrawn by the appellant through written notice before a final decision is issued.
  - b. The appellant fails to appear, or to be represented, at the scheduled hearing without a request for delay or postponement.

Written notice will be given by the Director to the appellant stating the reasons for dismissal.

- 5 During the hearing procedures, the parties shall be given an opportunity to present oral and written arguments on pertinent issues, to bring witnesses, to present evidence, and to question any testimony or evidence including cross-examination of witnesses.
- 6 Upon completion of the hearing, the Hearings Panel will develop a written finding of facts and recommendations to be presented to the Michigan Commission on Services to the Aging (MCSA) at its next regularly-scheduled meeting. The MCSA will make the final decision regarding the appeal. A decision will be rendered within 60 days of completion of the hearing.
- 7 Written notice of the decision will be provided to all parties, by the Director, within seven (7) calendar days of Commission action regarding the decision.
- 8 Decisions made by the Commission on Services to the Aging, in accordance with this procedure, shall be the final agency decision.
- 9 Appeals Beyond Commission Action. The appellant may elect to file suit in a Circuit Court if the requested relief has not been granted through the above administrative appeal process [Rule 615(b).]

#### **4. CONTRACT AMENDMENTS**

- A This contract contains all terms and conditions agreed upon by the parties; no other understanding, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or bind any of the parties hereto.
- B Material changes which substantially affect the character of this contract shall be subject to approval of the Valley Area Agency on Aging. Such substantive changes shall include:

- 1 Significant changes in the project objectives, including projections of clients or units;
  - 2 Any addition of a new service category or deletion of an existing service category;
  - 3 A change in the cost-sharing ratio or a change in the type of match;
  - 4 A change in the project period and budget year dates;
  - 5 A budget transfer of more than twenty (20) percent or \$1,000, whichever is greater, from any single approved service category;
  - 6 Supplemental awards; and/or
  - 7 Other changes, as specified by VAAA policy.
- C If, for any cause, alterations or changes take place in the rules, regulations, laws, or policies to which VAAA must comply, or if there is any termination or reduction in the allocation funds provided to VAAA, the VAAA shall have the right to terminate or reduce the amount paid to the Subcontractor. Termination or reduction in the amount to be paid shall take effect immediately upon receipt of written notice to the Subcontractor, unless a different effective date is specified in the notice. A copy of policy, law, rule and regulation changes shall be provided to the Subcontractor upon request.
- D Minor administration revisions made for the purpose of facilitating implementation of the project shall not require approval of the VAAA; however, Subcontractor agrees to submit such proposed revisions to VAAA with necessary justification and documentation. Requests for budget line item transfers within a service category, or a budget transfer of less than twenty (20) percent, or \$1,000, whichever is greater, in a service category should be viewed as administrative revisions, and VAAA shall be notified.

## 5. REPORTS AND INFORMATION

- A Fiscal Records. Subcontractor agrees to keep all necessary accounting records, journals, ledgers, etc., as may be required for the accurate accounting of all monies received and disbursed by it, as well as all matching local and in-kind funds received by it. It is understood and agreed by the Subcontractor that these records may be inspected and audited at any time VAAA deems necessary, in accordance with federal laws and regulations.
- B Program Records. Subcontractor agrees to keep accurate records of all services performed in accordance with the requirements of VAAA and to use such forms and systems as VAAA may specify for the accurate and efficient performance and accounting of services and the assimilation of essential data and to make available to VAAA such records and reports as may be required by VAAA.
- C Examination and Maintenance of Records. The Subcontractor shall permit VAAA, ACLS BUREAU, AoA, the Department of Health and Human Services, the Comptroller General of the United States, or any of their authorized agents access to any books, documents, papers or other records of the Subcontractor which are pertinent to the contract, in order to make audit examination, excerpts or transcripts so long as such is in conformity with the Privacy Act of 1974.
- 1 Access shall also be granted to the facilities being utilized at any reasonable time to observe the operation of the program. The Subcontractor shall retain all books, records, or other documents relevant to the contract for three (3) years after final payment, at Subcontractor's cost, and federal auditors and any persons duly authorized by VAAA shall have full access to and the right to examine and audit any of the material during this period. If an audit is initiated prior to the expiration of the three (3) year period and extends past that period, all documents shall be maintained until the audit is completed. VAAA shall provide findings and recommendations of audits to the Subcontractor.

- 2 VAAA shall adjust future payments or final payment if the findings of the audit indicate overpayment to the Subcontractor in the period prior to the audit. If payments are due and owing VAAA, the Subcontractor shall immediately refund all amounts which may be due VAAA. If a contract is terminated, and after final payment and audit, the Subcontractor received overpayment, the Subcontractor shall immediately refund all amounts due VAAA.

D Subcontractor agrees to deliver to VAAA reports which shall include, but not be limited to:

- 1 A project **monthly report**, completed and delivered to VAAA staff by the tenth (10<sup>th</sup>) calendar day of each month, which shall contain output measure data and other monthly information requested for the preceding calendar month. The specific information to be given and format to be used shall be determined by VAAA staff. VAAA staff shall have the right to modify the specific information requirements and/or format as long as such modifications are reasonably within the scope of the project and the contracted cost base and as long as the Subcontractor is notified one (1) month in advance of the due date of the reports.
- 2 A project **quarterly report**, completed and delivered to VAAA staff within ten (10) days following the last day of each quarter. The specific information to be given and format to be used shall be determined by VAAA staff. VAAA staff shall have the right to modify the specific information requirements and/or format as long as such modifications are reasonably within the scope of the project and the contracted cost base and as long as the Subcontractor is notified one (1) month in advance of the due date of the reports.
- 3 A **cash request**, constructed and delivered to VAAA staff by the tenth (10<sup>th</sup>) calendar day of each month.
- 4 A quarterly **financial report**, constructed and delivered to VAAA staff by the tenth (10<sup>th</sup>) calendar day following the last day of each quarter.
- 5 The following information, at a minimum, shall be available for the assessment reports prepared by VAAA staff:
  - a. A description of significant project activities, problems and results during the preceding quarter.
  - b. A description of the extent of the involvement of senior citizens in the administration and operation of the project and efforts undertaken to promote the project and increase senior citizen participation.
  - c. A description of any significant changes in the Subcontractor's organization, operating procedures, or coordination with other agencies that resulted from the project.
  - d. A statistical description of participation/beneficiary characteristics, including age, sex and race.
- 6 Any additional reports as deemed necessary by VAAA shall be made and submitted by Subcontractor upon request.

## 6. CONFIDENTIALITY

- A The use or disclosure of information concerning services, applicants, or recipients obtained in connection with the performance of this contract shall be restricted to purposes directly connected with the program implemented by this contract, as required by 1321.19(1) of the Privacy Act of 1974. The Subcontractor shall report client information to VAAA, and VAAA shall have access to the files, as necessary, to monitor and administer programs so long as access is in conformity with the Privacy Act of 1974.
- B Information about or obtained from an individual and in possession of the Subcontractor providing services to such an individual shall not be disclosed without the individual's informed written consent. Referrals to other agencies providing services must also have the individual's informed written consent.

## 7. WORKER'S COMPENSATION INSURANCE

- A The Subcontractor will provide worker's compensation insurance where the same is required, and shall accept full responsibility for payment of unemployment compensation premiums for worker's compensation and social security, as well as all income tax deductions and any other taxes on payroll deductions required by law for the employees who are performing services specified by this Agreement.

## 8. INSURANCE COVERAGE

- A Each program shall have sufficient insurance to indemnify loss of federal, state, and local resources due to casualty, fraud or employee theft. All buildings, equipment, supplies, and other property purchased in whole or in part with funds awarded by the Older Americans Act are to be covered with sufficient insurance to reimburse the program for the fair market value of the asset at the time of loss. The Subcontractor shall list VAAA to receive the certificate of insurance showing the limits of liability, policy dates and insurance carriers and any coverage changes directly from the insurance company. Please note: Failure to provide certificate will result in a reduction in payment to reimburse VAAA for General Liability and Worker's Compensation premiums. Failure to maintain continual insurance coverage for the term of the contract may be grounds for immediate termination of the contract.

The following insurances are REQUIRED:

- a. Worker's compensation
- b. Fidelity bonding (for persons handling cash)
- c. Auto Liability Insurance (for agency owned vehicles or those persons who use privately owned vehicles for agency business)
- d. Insurance to protect the contracted service provider from claims against or contracted service provider drivers and/or passengers,
- e. Public Officials Self-Insured Retention (minimum coverage amount: \$350,000 required with VAAA listed to receive insurance certificate and coverage changes directly from the insurance company)
- f. Personal Liability Insurance
- g. General liability VAAA listed to receive insurance certificate and coverage changes directly from the insurance company)

The following insurances are recommended for each contracted service provider:

- Insurance for Board members and officers,
- Umbrella liability; and
- Special multi-peril.

Subcontractors utilizing assignees or subcontractors to perform work must first obtain prior written approval from VAAA as required by Section 16(J) of this Agreement. Additional insurance waivers are needed if Subcontractor utilizes assignees or subcontractors. Subcontractors must ensure that assignees or subcontractors have the appropriate licensures, insurances and/or certificates. Failure to comply with any of these provisions may result in the termination of the contract.

## 9. ARBITRATION

A Covered Claims/Exclusive Procedure. Any and all disputes, controversies or claims arising out of or in connection with or relating to this Agreement or any breach or alleged breach thereof, and any claim that VAAA or SUBCONTRACTOR violated any state or federal statute, Michigan common law doctrine, or committed any tort with respect to this Agreement, shall be made in writing and mailed to the VAAA or SUBCONTRACTOR. However, this agreement to arbitrate does not apply to those matters subject to the hearing process outlined in Section 3 of this Agreement.

B Notice. Either party must provide notice to the other party within a reasonable period of time, but in no event

later than six (6) months from the date it should reasonably have been aware of the circumstances giving rise to the dispute, controversy, or claim. If the dispute involves a federal statutory claim, notice shall be given within the applicable statutory period of limitations. Notice shall be sent by certified mail to the address listed for each party on the first page of this Agreement, unless prior notice is provided, in writing, to submit such notices to a different address.

C Mediation. After notice to arbitrate is served, the parties agree to meet and make reasonable effort to resolve any such disputes, controversies, or claims informally. Such efforts must include mediation before either party may demand to schedule an arbitration hearing. If, despite reasonable effort by the parties, VAAA or SUBCONTRACTOR are unable to resolve the disputes, controversies, or claims, upon the request of the party involved, they may be submitted to and settled by arbitration in the State of Michigan in accordance with this provision.

D Representation, Discovery, and Subpoena Rights. Each party may be represented by an attorney or another representative of their choice. Each party may conduct pre-hearing discovery in the time and manner provided by the then-applicable Michigan Court Rules. Each party may subpoena witnesses and documents relevant to the dispute.

E Designation of Witnesses. The parties must exchange lists of witnesses, including any experts, and copies of all exhibits intended to be used at the arbitration hearing at least thirty (30) days before the arbitration hearing, or at a time to which the parties otherwise agree.

F Procedure. The parties shall mutually select a neutral arbitrator who is licensed to practice law in the State of Michigan. If the parties cannot reach an agreement, the arbitrator will be selected by the Genesee County Circuit Court. The arbitration hearing shall take place in or near Flint, Michigan. The arbitrator's decision will be final and conclusive. The arbitration will be held in accordance with the procedures adopted by the arbitrator. The arbitrator shall apply any applicable state or federal laws.

The arbitrator shall have no power to add to, subtract from, or alter the policies and procedures of the Employer, or other terms of the employment relationship, and shall render a written decision, within sixty (60) days after the conclusion of the arbitration hearing, setting forth findings of fact and conclusions of law only as to the claims or disputes at issue.

G Record Of Proceedings; Post-Hearing Brief. Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of proceedings. Either party, upon request at the close of the hearing, may file a post-hearing brief, with the filing date being set by the arbitrator.

H Damages, Fees and Costs. This arbitration procedure does not waive or limit any statutory damages to which a party claims they are entitled. The parties shall share the costs of the arbitrator. Each party will post appropriate security for its portion of the arbitrator's fee, in an amount and manner determined by the arbitrator, ten (10) days before the first day of the hearing. Each party shall pay for its own costs and attorney's fees. However, if any party prevails on a statutory claim that entitles the prevailing party to attorney's fees, the arbitrator may award reasonable fees to the prevailing party.

I Award. An arbitrator's award pursuant to this agreement shall be final and conclusive upon the parties. The arbitrator's decision may be confirmed, vacated, or appealed, only as provided in the Michigan Uniform Arbitration Act.

J Severability. The invalidity of all or part of any Paragraph or Section of this Agreement shall not invalidate the remainder of this Agreement, or the remainder of any Paragraph or Section not invalidated, unless the elimination of such Paragraph or Section substantially defeats the intent and purpose of the parties.

K Law of Michigan. This Agreement shall be governed by and construed under the laws of Michigan.

## **10 EQUIPMENT PURCHASES AND TITLE**

- A The Subcontractor agrees to conform to applicable provisions of Title III, Part B, of the Older Americans Act and Title 45 of the Code of Federal Regulations, Part 74, Administration of Grants, August 2, 1978 (Subpart O Property) in the acquisition, transfer, replacement, or disposition of real property, equipment, or supplies. Per Title 45 of the Code of Federal Regulations, Part 74, Administration of Grants, August 2, 1978, Subpart O, for items of equipment having a unit acquisition cost of \$1,000 or more, the granting agency shall have the right to require transfer of the equipment (including title) to the federal government. All equipment and literature used for the above funded programs shall be marked "Paid for with funding from Valley Area Agency on Aging (VAAA) and the Offices of Services to the Aging (ACLS BUREAU)".

## **11. LIMITS OF LIABILITY**

- A All liability to third parties, loss or damage as a result of claims, demands, costs or judgments arising out of activities, such as direct service delivery and management decisions, to be carried out by the Subcontractor in the performance of this Contract, shall be the responsibility of the Subcontractor, and not the responsibility of the VAAA or ACLS BUREAU, if the liability, loss or damage is caused by, or arises out of, the action or failure to act on the part of the Subcontractor or anyone directly or indirectly employed by the Subcontractor, provided, however, that nothing herein shall be construed as a waiver of any governmental immunity by the Subcontractor or its employees as provided by statute or court decisions.
- B All liability of third parties, loss or damage as a result of claims, demands costs or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the VAAA and ACLS BUREAU in the performance of this Contract shall be the responsibility of the VAAA and ACLS BUREAU and not the responsibility of the Subcontractor if the liability, loss or damage is caused by, or arises out of, the action or failure to act on the part of any VAAA and ACLS BUREAU employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity.
- C In the event that liability to third parties, loss or damage arises as a result of activities conducted jointly by the Subcontractor and the VAAA and ACLS BUREAU in fulfillment of their responsibilities, under this Contract, such liability, loss or damage shall be borne by the Subcontractor and the VAAA and ACLS BUREAU in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the State of Michigan, its agencies, the VAAA and ACLS BUREAU or their employees, or the Subcontractor or its employees as provided by statute or court decisions.

## **12 COMPENSATION AND METHOD OF PAYMENT**

### **A Compensation**

- 1 VAAA agrees to pay the Subcontractor up to the amount of \$ 880,358  
\$ 226,415 (Two Hundred Twenty-Six Thousand Four Hundred Fifteen Dollars – for Congregate Meals  
\$ 653,944 (Six Hundred Fifty-Three Thousand Nine Hundred Forty-Four Dollars – for Home Delivered Meals)  
full and complete compensation, for the Subcontractor's costs and expenses incurred, as applicable, to provision of services under this contract, for the period of 10/01/2025 through 09/30/2026
- 2 Subcontractor agrees that VAAA may initiate fiscal audit and review at the end of the first three (3) month period of the term of this contract and at the end of each subsequent three (3) month period to determine actual project cost and effectiveness of services provided under this contract by Subcontractor. In the event such audit and review indicates irregularities, inequities, or failure to perform in accordance with this contract, this contract will become subject to renegotiation within ten (10) days after completion of audit and review.

- 3 VAAA will have the right to withhold funds or to void this contract in its entirety should Subcontractor be unable or unwilling to correct such irregularities, inequities or performance failures, as revealed by the audit and review upon its giving thirty (30) days written notice of its intention to do so.
- 4 It is further expressly understood and agreed that no sums paid by VAAA to Subcontractor under this contract will be used in any manner or to purchase any services or to satisfy any debts not specifically incurred as a result of services performed under this contract within the period this contract is in effect.
- 5 Donations and other income generated by the delivery of services shall be considered program income. Funds generated under program income are to be retained by the Subcontractor and used in accordance with the additive alternative. Under this alternative, all program income accrued by a Subcontractor is to be used for allowable costs of the project or program through which it was generated to increase or expand the services offered during the contractual period.
- 6 VAAA may suspend or terminate payment, in whole or in part, for cause by giving written notice to Subcontractor by registered mail, return receipt requested, at least ten (10) calendar days in advance of such suspension, specifying the reason or reasons therefore.
  - a. It is further understood and agreed that the Subcontractor shall receive compensation, as herein provided, for all work satisfactorily completed prior to the expiration date of the contract.
  - b. Cause for non-compensation may include any of the following:
    - 1 Ineffective or improper use of funds;
    - 2 Failure to comply with provisions or covenants or obligations of this contract;
    - 3 Submittal of reports to VAAA which are incorrect or incomplete in any material respect or failure to submit timely reports, as required under this contract; or
    - 4 If, for any reason, the carrying out of this contract is rendered improbable or nonfeasible, as determined by VAAA or the Bureau of Aging, Community Living, and Supports(ACLS BUREAU).

## B Method of Payment

- 1 Complete, correct monthly cash request received by VAAA staff by the due date, the Subcontractor will be reimbursed for the amount of monies requested or the number of units served in the program operation during the preceding month. This will be done no later than thirty (30) days after the receipt of reports and sooner, if at all possible. The Valley Area Agency on Aging fiscal year begins October 1st and ends September 30<sup>th</sup>. Therefore, to receive payment for a current year's services, **ALL BILLING MUST BE SUBMITTED BY NOVEMBER 1st FOLLOWING THE END OF THE FISCAL YEAR, NO EXCEPTIONS.**
- 2 Where the Subcontractor has satisfied VAAA staff that it is financially unable to perform its obligations under the contract on a reimbursement basis, VAAA may permit such a Subcontractor to be compensated through the following advance payment method: Within ten (10) days after execution of the contract, the Subcontractor shall submit to VAAA staff a detailed forecast of expenses expected to occur in the first month. After the initial advance, all other payments will be made on reimbursement basis. Every expenditure transacted with said advance funds shall be documented in the same manner as is required by VAAA staff for release or disbursement of reimbursement funds. Such documentation shall be delivered to VAAA staff before any further requisition for advance funds shall be considered.
- 3 No money under this contract shall be disbursed except upon receipt of the monthly cash request and specifications of performance which shall include such information and documentation thereof as VAAA staff shall require and shall specifically satisfy those requirements set out in this contract and with regard to accounting and fiscal matters to the extent they may be applicable.

- 4 VAAA shall make all payments payable to the Subcontractor for deposit only to such bank account as the Subcontractor shall designate to VAAA staff prior to the payment of any sums to the Subcontractor under this contract.
- 5 VAAA shall maintain accurate and current records of the payments made and the sources of such payments.
- 6 The Subcontractor and VAAA shall be responsible for fiscal planning to detect over or underspending for implementation of reprogramming funds. Accurate fiscal reporting should coincide with the budget developed. The budget should be well planned so it can be used as a guide for spending.
- 7 Any funds received in excess of expenditures under the contract must be rebudgeted by the program, with VAAA approval. Such funds may be used either to expand the number of units of service to be provided or to enhance the provider's ability to operate under the contract. Final reimbursement for any fiscal year may be reduced to ensure compliance with this requirement. This provision is to support the intent of the Older Americans Act and the Michigan Nonprofit Corporation Act to have grant funds and program income be used for expansion of service operations. A nonprofit organization may earn profit under such a contract. However, revenue in excess of expenditures must be used by the organization to maintain or expand the service program.
- 8 Reprogramming will be considered by VAAA when underspending is at least ten (10) percent below the planned expenditures for the period.

C Maximum Compensation

- 1 It is expressly understood and agreed that in no event will the total amount be paid to Subcontractor by VAAA for all services to be performed under this contract budget exceed the maximum sum of \$ 880,358
- 2 The amount paid to Subcontractor by VAAA shall not exceed eighty percent (80%) of the total contract, which shall not include resources designated in the budget as "Other Resources."

**13 AVAILABILITY OF FUNDS**

VAAA's payment of funds for purposes of this contract is subject to and conditional upon the availability of funds for such purposes, being federal and/or state funds. VAAA may terminate this contract immediately upon written notice to the Subcontractor at any time prior to the completion of the terms of this contract if funding becomes available.

**14 SEVERABILITY OF PROVISIONS**

If any provision of this contract is held invalid, the remainder of this contract shall be unaffected thereby, if such remainder would then continue to conform to the terms and requirements of applicable laws.

**15 NOTICES**

Notices and communications under this contract shall be sent by First Class mail to VAAA, addressed to:

Valley Area Agency on Aging  
225 E Fifth Street, Suite 200  
Flint MI 48502

**16 ASSURANCES**

These assurances are required by the Bureau of Aging, Community Living, and Supports(ACLS BUREAU) to be a part of any and all Area Agency on Aging contracts.

A Environment

- 1 Site meets minimum standards of local building, fire and health departments.
- 2 Site is reasonably accessible to public transportation, if available.
- 3 Site is accessible and relatively free of both physical and psychological barriers.
- 4 Site has adequate space and equipment for the proposed program.
- 5 Facility is properly licensed, if a license is required, for the services offered by the site.
- 6 Subcontractor agrees to comply with the intent and purpose of Section 504 of the Rehabilitation Act of 1973 and the Federal Regulations (45CFT, Part 84), issued pursuant thereto. Subcontractor further agrees to comply with the Michigan Commission on Aging barrier-free policies and instructions issued pursuant by ACLS BUREAU.

#### B Sponsor Goals

- 1 The program and activities of the Subcontractor serve to lessen isolation of the elderly and to maintain their independence in the community.
- 2 Subcontractor shall utilize a standard client intake procedure approved by VAAA for all services established and maintained.
- 3 Subcontractor shall not use a means test to deny or limit services to older persons, unless specifically required by state law or federal legislation.
- 4 Subcontractor shall assume the responsibility for affording the opportunity to older persons to contribute all or part of the costs of services provided. Each older recipient shall determine, without coercion, what he or she is able to contribute toward the cost of the services.
  - a No older person shall be denied a service because of failure to contribute all or part of the cost of such services. Suggested contribution schedules shall in no case be used to determine the eligibility of Title III funded services.
  - b Subcontractor shall accept client contributions in such a way as to protect the privacy of each older person with respect to his/her contribution.
  - c The procedure utilized in the collection of contributions shall provide for the safe handling and accurate accounting of all funds. Subcontractor shall provide VAAA with a written statement on the procedure used.
- 5 Subcontractor shall have a grievance procedure established to address complaints of individual recipients.
- 6 The Subcontractor has a commitment to identify participant needs and establish linkages for delivery of needed services.
- 7 The Subcontractor will demonstrate effective planning for progressive program maintenance through its own resources.
- 8 Subcontractor must publicize services to all potential referral sources. Subcontractor shall ensure that referral agencies are provided with the minimum eligibility criteria per service to satisfactorily refer clients.

#### C Staffing

- 1 The Subcontractor is willing to employ staff who reflect the makeup of the primary service population.
- 2 The Subcontractor will not discriminate in its employment policies as to race, age, or sex, but will, as appropriate, reach out to employ people age 60+.
- 3 The Subcontractor will provide supervision for the proposed program, specify supervisory responsibilities, and the amount of time to be allocated to such responsibilities.
- 4 The Subcontractor's personnel policies are compatible with those of the local government and, where applicable, of the state, as well as federal government. Contractors which are local public agencies and have some or all of the responsibilities for planning, coordination, administration, and evaluation, shall apply the Merit System Standards (45 CFR, Part 70). These Contractors shall also comply with E.O. 11246, the Copeland Act, the Davis-Bacon Act, and/or the Contract Work Hours and Safety Standards Act.
- 5 Bilingual personnel must be available in areas where non-English or limited English-speaking persons constitute five percent (5%) of the senior population or number 1,000 seniors, whichever is less. Each program shall provide, or have access to, multi-lingual staff in order to interpret for persons with Limited English Proficiency (LEP) at no cost to the client, and shall translate written documents to reflect LEP as part of its overall language assistance program.

#### D Training

- 1 The Subcontractor will include its staff in appropriate orientation and training programs as given by VAAA.
- 2 The Subcontractor is willing to include staff of VAAA in its own orientation and training programs.

#### E Evaluation

- 1 The Subcontractor will assist VAAA in reporting and/or research requirements.
- 2 The Subcontractor will use those official forms required by VAAA to provide data on the proposed programs. Such data may include records of service provided, monies received from participants, attendance, etc.
- 3 The Subcontractor shall assist VAAA in conducting assessments of contract compliance and program progress.
- 4 The Subcontractor will allow inspection and audit of records to the supported program, in accordance with Federal and State regulations.
- 5 The Subcontractor shall conduct quality service reviews to ensure, at minimum, services are being delivered as ordered and to ensure participant satisfaction with the quality of services. Such reviews will be conducted on a semi-annual basis, at minimum. The subcontractor shall forward a report containing the results of said reviews to VAAA on a semi-annual basis.

#### F Inter-Agency Relations

- 1 The Subcontractor will not be in conflict with the stated goals and policies of VAAA.
- 2 The Subcontractor will maintain effective liaison with VAAA to ensure maximum benefits of the program to those aged with the greatest social economic need.
- 3 Subcontractor shall cooperate in the AAA's efforts to coordinate services among service providers.
- 4 The Subcontractor will permit designated staff of VAAA to participate ex-officio in Advisory Councils, community groups, and committees created for and specifically relating to the proposed program.

## G Public Relations

- 1 The Subcontractor is willing to participate in program promotion through the various news and public information media and to utilize means of publicity most effective in reaching those in greatest economic and social need.
- 2 Any book, reports, pamphlets, papers, articles, films, slides, or other materials, based on activities specified herein shall contain an acknowledgement of support of funds through the Valley Area Agency on Aging, with the following statement, or one of similar substance: "This service is funded by the Valley Area Agency on Aging, under authority of Title III of the Older Americans Act and in compliance with Title VI of the Civil Rights Act."
- 3 VAAA, ACLS BUREAU and HHS reserve the option to receive, free of charge, up to three (3) copies of any publication published as part of the contract.
- 4 Where activities under the contract result in a book or other copyrighted material, the author is free to obtain a copyright, however, HHS, ACLS BUREAU and VAAA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, all such materials.

## H Disclosure of Information

Subcontractor shall submit to VAAA all information that discloses names of persons with an ownership or controlling interest in the Subcontractor, part business transactions, and certain other disclosing entities. Further, the Subcontractor shall disclose whether any persons with an ownership or controlling interest in the Subcontractor have been convicted of a criminal offense, related to their involvement in any programs under Titles III, XVII, XIX, or XX of the Social Security Act since the inception of these programs. VAAA may immediately terminate this contract if the Subcontractor does not comply with these requirements.

## I Compliance with Civil Rights, Other Laws

- 1 Each party to this Contract covenants that it will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges or employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same nondiscrimination assurances from any subcontractor who may be used to carry out duties described in this Contract. Breach of this covenant shall be regarded as a material breach of this Contract.
- 2 Further, the Subcontractor shall comply with all other federal, state, or local laws, regulations, and standards, and any amendments hereto, as they may apply to the performance of the contract.
- 3 The Subcontractor shall not refuse to provide services for the reasons mentioned above.
- 4 Elderly members of the Native American tribes and organizations in the greatest economic or social need within the Subcontractor's service area will receive funded services equivalent to the services to be received by non-Native American elderly residents.
- 5 The Subcontractor shall ensure that no person over the age of 60 is denied participation in services on the grounds of race, color, or national origin, and shall otherwise ensure compliance with Title VI of the Civil Rights Act of 1964.
- 6 The Subcontractor shall clearly post signs at locations where services are delivered, in English and other languages, as may be appropriate, indicating non-discrimination in hiring, employment practices, and provision of services.

- 7 Subcontractor certifies that it is not suspended or debarred nor are its principals suspended or debarred from Federal Procurement or Non-procurement Programs.

J Subcontracts

- 1 The Subcontractor shall not assign the contract or enter into subcontracts to the contract with additional parties without obtaining prior written approval of VAAA.
- 2 Assignees or subcontractors shall be subject to all conditions and provisions of the contract.
- 3 The Subcontractor shall be responsible for the performance of all employees, agents, assignees and subcontractors; however, VAAA shall be able to monitor and assess.

**Genesee County Community Resource Department**

*Provider Agency*

The Provider Agency which receives funds from the Michigan Department of Community Health, provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts, or other Federal financial assistance from the Department of Health and Human Services.

THE PROVIDER AGENCY HEREBY AGREES THAT IT WILL COMPLY WITH:

- 1 Title VI of the Civil Rights Act of 1964 (Pub. L.88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.
- 2 Section 504 of the Rehabilitation Act of 1973 (Pub.L.93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.
- 3 Title IX of the Educational Amendments of 1972 (Pub.L.92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services, (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.
- 4 The Age Discrimination Act of 1975 (Pub.L.94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.

The Provider Agency agrees that compliance with this assurance constitutes a condition of continued receipt of Federal Financial assistance, and that it is binding upon the Provider Agency, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Provider Agency by the Department, this assurance shall obligate the Provider Agency, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Provider Agency for the period during which it retains ownership or possession of the property. The Provider Agency further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person or persons whose signature(s) appear(s) on the signature page is/are authorized to sign this assurance, and commit the Provider Agency to the above provisions. Form  
HHS-690(05/97)

## Attachment A

### Business Associate Agreement

#### Recital of Defined Terms

“Business Associate” shall mean “VAAA,” as identified in the initial page of this Contract.

“Privacy Rule” shall mean the standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

“Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from on behalf of the Department.

“Required by Law” shall have the same meaning as the term “required by law” in 45 CFR 164.501.

“The Department” shall mean “Subcontractor,” as identified in the initial page of this Contract.

**Whereas,** Business Associate may have access, in the course of administering this Contract, to records that contain individually identifiable protected health information (“PHI”) as defined by §164.501 of the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 through 164.

**Whereas,** The Department, in order to meet its obligations to comply with the privacy and security regulations promulgated under Title II, Subtitle F, §§ 261-264 of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the administrative regulations issued by the Department of Health and Human Services (“DHHS”) as found in 45 C.F.R. Parts 160 through 164 (hereafter the Privacy Rule) seeks reasonable assurances from Business Associate that Business Associate will implement and/or maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the integrity and confidentiality of all protected health information it receives or possesses from the Department.

**Whereas,** Business Associate, in order to meet the Department’s HIPAA and Privacy Rule requirements, agrees to and will provide such reasonable assurances and further asserts that it has or will implement and/or maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the integrity and confidentiality of all protected health information that it receives or possesses from the Department.

**Whereas,** Business Associate further agrees to and will protect all protected health information against reasonably anticipated threats or hazards to the security or integrity of the information and unauthorized uses or disclosures of the information.

**NOW, THEREFORE,** the parties agree as follows:

- 1 BUSINESS ASSOCIATE does hereby assure the Department that BUSINESS ASSOCIATE will appropriately safeguard protected health information made available to or obtained by BUSINESS ASSOCIATE.
- 2 In implementation of such assurance and without limiting the obligations of BUSINESS ASSOCIATE otherwise set forth in this Agreement or imposed by applicable law, BUSINESS ASSOCIATE hereby agrees to comply with applicable requirements of law relating to protected health information and with respect to any task or other activity that BUSINESS ASSOCIATE performs on behalf of the Department to the extent the Department would be required to comply with such requirements.
- 3 The agreement of BUSINESS ASSOCIATE set forth in items 1 and 2 above, and the additional provisions relating to permitted and required uses and disclosures thereof that shall be from time to time provided to BUSINESS ASSOCIATE by the Department in accordance with applicable law constitute a contract between the Department and BUSINESS ASSOCIATE establishing the permitted and required uses and disclosures of such protected health information by BUSINESS ASSOCIATE.

- 4 In amplification and not in limitation of the provisions of this Agreement, including this Section of this Agreement, BUSINESS ASSOCIATE agrees that it will:
  - a Not use or further disclose such information other than as permitted or required by this Agreement.
  - b Not, except as necessary for the proper management and administration of the BUSINESS ASSOCIATE and for the performance of BUSINESS ASSOCIATE'S duties under this Agreement use, reproduce, disclose, or provide to third parties any confidential documents or information relating to the Department or patients of the Department, without the prior written consent or authorization of the Department or of the Department's patients. If BUSINESS ASSOCIATE uses such information for the purposes set forth above, it will do so only if the disclosure is required by law or if BUSINESS ASSOCIATE obtains reasonable assurances from the person(s) to whom the information is disclosed that the information disclosed will be held in confidence and will be use for further disclosed only as required by law or for the purpose for which BUSINESS ASSOCIATE disclosed it to the person(s). BUSINESS ASSOCIATE shall also ensure that the person(s) to whom BUSINESS ASSOCIATE so discloses information notifies the Department of any instances of breach of confidentiality of which such person is aware.
- 5 BUSINESS ASSOCIATE shall ensure that its personnel, employees, affiliates and agents maintain the confidentiality of patient health information and business information of the Department. BUSINESS ASSOCIATE shall secure confidentiality agreements from its personnel on forms approved by the Department and shall provide such agreements to the Department upon request.
- 6 BUSINESS ASSOCIATE shall not use or further disclose the information in a manner that would violate the requirements of applicable law if done by the Department.
  - a Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Health Department, as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by the Department or the minimum necessary policies and procedures of the Department.
- 7 BUSINESS ASSOCIATE shall use appropriate safeguards to prevent use or disclosure of such information other than as provided for by this Agreement.
- 8 BUSINESS ASSOCIATE shall report to the Department any use or disclosure of such information not provided for by this Agreement of which BUSINESS ASSOCIATE becomes aware.
- 9 BUSINESS ASSOCIATE shall ensure that any subcontractors or agents to whom BUSINESS ASSOCIATE provides protected health information received from the Department agree to the same restrictions and conditions that apply to BUSINESS ASSOCIATE with respect to such information. BUSINESS ASSOCIATE shall provide copies of such agreements to the Department upon request.
- 10 BUSINESS ASSOCIATE shall make available protected health information in accordance with applicable law.
- 11 BUSINESS ASSOCIATE shall provide individuals who are the subject of protected health information received from the Department their rights as made applicable to business associates of covered entities.
- 12 BUSINESS ASSOCIATE shall maintain standard records pursuant to this agreement and to provide such records and other necessary information to the Department as may be requested or required in writing and as permitted by law. BUSINESS ASSOCIATE agrees that all records kept in connection with this Agreement are subject to review and audit by the Department upon reasonable notice and written request by the Department.
- 13 Make BUSINESS ASSOCIATE'S internal practices, books, and records relating to the use and disclosure of protected health information received from the Department available to the Secretary of DHHS for purposes of determining the Department's compliance with applicable law (in all events, BUSINESS ASSOCIATE shall immediately notify the Department upon receipt by BUSINESS ASSOCIATE of any such request and shall provide the Department copies of any such materials.)

- 14 Upon termination of this Agreement by either party for any reason, BUSINESS ASSOCIATE shall return or destroy all protected health information received from the Department that BUSINESS ASSOCIATE still maintains in any form and all copies thereof, shall retain no copies of such information, and shall remain obligated not to use, disclose, or provide such information to third parties unless and until otherwise required to do so by law.
- 15 BUSINESS ASSOCIATE shall incorporate any amendments or corrections to protected health information when notified pursuant to applicable law.
- 16 BUSINESS ASSOCIATE agrees to indemnify, defend, and hold harmless the Department, its Board of Directors, officers, agents, employees, and personnel (“Indemnified Party”) from and against any and all claims, demands, suits, losses, causes of action, or liability that the Indemnified Party may sustain as a result of the BUSINESS ASSOCIATE’S breach of its duties or the indemnifying party’s errors or omissions within the terms of this Agreement or vicarious liability of the Department for any act or conduct of the BUSINESS ASSOCIATE adjudged to constitute fraud, misrepresentation, or violation of any law, including violation of any statute or regulation applicable to the conduct of the BUSINESS ASSOCIATE provided pursuant to this Agreement. This indemnification shall include reasonable expenses, including attorney’s fees incurred by defending such claims and damages incurred by reason of the indemnifying party’s failure to comply with applicable laws, ordinances, and regulations or for damages caused by the indemnifying party.
- 17 Without limiting the rights and remedies of the Department elsewhere set forth in this Agreement or available under applicable law, the Department may terminate this Agreement without penalty or recourse to the Department if the Department determines that BUSINESS ASSOCIATE has violated a material term of the provisions of this Agreement.
- 18 BUSINESS ASSOCIATE agrees that this Agreement may be amended from time to time by the Department if and to the extent required by the provisions of 42 U.S.C. 1171 *et seq.* enacted by the HIPAA and regulations promulgated thereunder in order to assure that this Agreement is consistent therewith.
- 19 In the event of an inconsistency between the provisions of this Agreement and the mandatory provisions of HIPAA and the Privacy Rule, as amended, HIPAA and the Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA and the Privacy Rule, but are none the less permitted by HIPAA and the Privacy Rule, the provisions of this Agreement shall control.

SIGNATURE PAGE  
for

**OLDER AMERICANS ACT CONTRACT**  
Between

**VALLEY AREA AGENCY ON AGING**  
And

AGENCY NAME: Genesee County Community Action Resource  
Department - Round 1

This Older Americans Act Contract covers fiscal year 2026. This contract covers the period of October 1, 2025 through September 30, 2026.

This Older Americans Act Contract becomes valid upon approval by the VALLEY AREA AGENCY ON AGING PRESIDENT/CEO.

This Older Americans Act Contract Signature Page **MUST** be filled and signed by the AUTHORIZED AGENCY REPRESENTATIVE and the VAAA PRESIDENT/CEO.

**The Signatories below acknowledge that they have reviewed the entire contract including all budgets, assurances and appendices/addendums which may apply and that the Signatories commit to all provisions and requirements as outlined in the contract.**

**Signature Section:**

_____	_____
Authorized Signature Contracting Agency	Date
_____	
Title	
_____	_____
VAAA President/CEO	Date

**OLDER AMERICANS ACT CONTRACT DOCUMENTS REFERENCED BY THE SIGNATURE PAGE**

**Acceptance Signatures**

- Notification of Contract Award; page 2
- Contract; page 17

**Assurances**

- Civil Rights Act of 1964; page 18

**Addendums:**

- Addendum A – Business Associate Agreement; page 21



# Genesee County

## Staff Report

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

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**File #:** RES-2026-0377

**Agenda Date:** 4/8/2026

**Agenda #:** 4.

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

**From:** Joshua Freeman, Director of Administration

**RE:** Approval of an agreement between Genesee County and Rx Kids, in an annual amount of \$427,680.00, to provide the prenatal and infant health program for the first six months after birth in the following high-priority communities; Flint Township, Montrose City, Montrose Township, Genesee Township, Mt. Morris City, and Mt. Morris Township; this is a three (3) year program

### **BOARD ACTION REQUESTED:**

Approval of an agreement between Genesee County and RxKids, in an annual amount of \$427,680.00, to provide the prenatal and infant health program for the first six months after birth in the following high-priority communities; Flint Township, Montrose City, Montrose Township, Genesee Township, Mt. Morris City, and Mt. Morris Township; this is a three year program

### **BACKGROUND:**

RXKids was a program launched after the Flint Water Crisis. The program provides cash payments to expectant mothers prior to birth as well as for a period of time after the birth of the child. The State of Michigan made a substantial commitment to this program during the last budget cycle. To leverage these dollars, and to provide support in other non-city communities that have high rates of Medicaid enrollment, RxKids is asking Genesee County to provide match funding.

### **DISCUSSION:**

RXKids, a program of Michigan State University Pediatric Public Health Initiative, is asking for \$427,680.00 per year for the next three years. This funding will be matched with State of Michigan funding to provide a community-wide prenatal and infant cash prescription program. Each mother would receive a one-time prenatal payment of \$1,500 and a payment of \$500 for the first six months after the birth of the child. Each mother, living in the following communities, would be eligible for this payment, Flint Township, Montrose Township, City of Montrose, Mt. Morris Township, City of Mt. Morris, and Genesee Township. Further information about this program is included in the attached documentation.

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

There would be no impact on HR.

### **IMPACT ON BUDGET:**

Funding for this program would come from fund balance within the Health Department budget. The county is required, by state law, to contribute a minimum amount of general fund dollars towards

operations. When those dollars are not fully spent, a fund balance is accumulated. Currently, the Health Department has over \$8 million in unrestricted fund balance. A budget amendment is attached for account 2210-259.00-955.000.

**IMPACT ON FACILITIES:**

There would be no further impact on Facilities.

**IMPACT ON TECHNOLOGY:**

There would be no impact on Technology.

**CONFORMITY TO COUNTY PRIORITIES:**

This program will help further the Board of County Commissioners' goal of a Healthy, Livable, and Safe Community.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of County Commissioners of Genesee County, Michigan, authorizes entering into a three-year agreement between Genesee County and GiveDirectly, the nonprofit administrator of the Rx Kids program, whereby the contractor will use money to provide a prenatal and infant health program for the first six months after birth in the following high-priority communities: Flint Township, Montrose City, Montrose Township, Genesee Township, Mt. Morris City, and Mt. Morris Township, at a total cost not to exceed \$1,283,040 for the three-year term to be paid from the Health Department account 2210-259.00-955.000, with no General Fund appropriation required (a copy of the memorandum request and supporting documents being on file with the official records of the April 8, 2026 meeting of the Human Services Committee of this Board), the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County following its approval by Corporation Counsel, and the Chief Financial Officer is directed to record the attached budget amendment.



## **Rx Kids Funding Summary: High Priority Genesee County Communities**

Rx Kids is the nation's first community-wide prenatal and infant cash prescription program. Launched in Flint and expanded to other high-need communities throughout the state, Rx Kids is a place-based program that provides all expectant mothers a one-time prenatal prescription of \$1,500 and a monthly prescription of \$500 for the first 6 or 12 months after birth. Effective and efficient—and based on extensive evidence, Rx Kids is changing the lives and trajectories of a generation of children – and entire communities.

Rx Kids is a program led by Michigan State University Pediatric Public Health Initiative and administered by the nonprofit GiveDirectly. For maximum impact, fidelity, and replicability, Rx Kids is a plug-and-play program with central oversight, administration, fundraising, marketing and communications, and evaluation. In every Rx Kids community, we work with a designated local Community Champion and unlimited Stakeholders on outreach, engagement and celebration.

Funding for Rx Kids is a public-private partnership; generous support from the State of Michigan is matched with funds from municipalities, foundations, nonprofits, corporations, and individual donors. The State of Michigan has invested \$250 million over three years into this groundbreaking public private partnership, allowing the program to significantly expand to additional high-need communities while simultaneously reducing the other (non-State) dollars needed to launch the program.

**Interested funders** can support Rx Kids launches in specific communities and/or there is also an opportunity to contribute to a statewide pool or to support other Rx Kids efforts such as research (1:1 match), communications, or special events. Funds secured for cash prescriptions can be directed to a local fiduciary, MSU or GiveDirectly.

Once a community has been selected and other funds have been committed, Rx Kids will be slated to launch either the prenatal + 6 month or the prenatal + 12 month program. Of note, communities may transition to the prenatal + 12 month program in subsequent years with additional funding. Ideally, 3 years of match support will be committed prior to launch; however, programs may launch with a minimum of 1 year of committed funds with plans for ongoing fundraising for subsequent years. To ensure no delay in program delivery, funding for subsequent program years must be committed 6 months prior.

Mount Morris Township, Montrose, Flint Township, Genesee Township, Mount Morris, Montrose Township, have all been identified as a priority for Rx Kids expansion due to their high rates of births covered by Medicaid (67% overall) – a direct indicator of economic hardship among families with a new birth. In addition, we have heard continued community interest to expand to other Genesee County communities since launching in Flint in 2024

Below are provisional cost estimates for Rx Kids in high priority Genesee County communities

<b>Rx Kids - Funding Summary for Cash Prescriptions*</b>				
<b>All High Priority Genesee County Communities</b> 864 births/yr per MDHHS Vital Records   67% Medicaid Birth Rate				
	<b>Annual Cash Rx Cost</b>	<b>Annual State Funds**</b>	<b>Annual Match Funds</b> <i>(Includes 10% admin)*</i>	<b>Match Funds x 3 years</b> <i>(Includes 10% admin)*</i>
Prenatal + 6 month	\$3,888,000	\$3,499,200	\$427,680	\$1,283,040
Prenatal + 12 month	\$6,480,000	\$3,499,200	\$3,278,880	\$9,836,640
<b>Flint Township</b> 325 births/yr per MDHHS Vital Records   66% Medicaid Birth Rate				
	<b>Annual Cash Rx Cost</b>	<b>Annual State Funds**</b>	<b>Annual Match Funds</b> <i>(Includes 10% admin)*</i>	<b>Match Funds x 3 years</b> <i>(Includes 10% admin)*</i>
Prenatal + 6 month	\$1,462,500	\$1,316,250	\$160,875	\$482,625
Prenatal + 12 month	\$2,437,500	\$1,316,250	\$1,233,375	\$3,700,125
<b>Montrose</b> 16 births/yr per MDHHS Vital Records   69% Medicaid Birth Rate				
	<b>Annual Cash Rx Cost</b>	<b>Annual State Funds**</b>	<b>Annual Match Funds</b> <i>(Includes 10% admin)*</i>	<b>Match Funds x 3 years</b> <i>(Includes 10% admin)*</i>
Prenatal + 6 month	\$72,000	\$64,800	\$7,920	\$23,760
Prenatal + 12 month	\$120,000	\$64,800	\$60,720	\$182,160
<b>Montrose Township</b> 49 births/yr per MDHHS Vital Records   57% Medicaid Birth Rate				
	<b>Annual Cash Rx Cost</b>	<b>Annual State Funds**</b>	<b>Annual Match Funds</b> <i>(Includes 10% admin)*</i>	<b>Match Funds x 3 years</b> <i>(Includes 10% admin)*</i>
Prenatal + 6 month	\$220,500	\$198,450	\$24,255	\$72,765
Prenatal + 12 month	\$367,500	\$198,450	\$185,955	\$557,865
<b>Genesee Township</b> 211 births/yr per MDHHS Vital Records   64% Medicaid Birth Rate				
	<b>Annual Cash Rx Cost</b>	<b>Annual State Funds**</b>	<b>Annual Match Funds</b> <i>(Includes 10% admin)*</i>	<b>Match Funds x 3 years</b> <i>(Includes 10% admin)*</i>
Prenatal + 6 month	\$949,500	\$854,550	\$104,445	\$313,335

Prenatal + 12 month	\$1,582,500	\$854,550	\$800,745	\$2,402,235
<b>Mount Morris Township</b> 226 births/yr per MDHHS Vital Records   74% Medicaid Birth Rate				
	<b>Annual Cash Rx Cost</b>	<b>Annual State Funds**</b>	<b>Annual Match Funds</b> <i>(Includes 10% admin)*</i>	<b>Match Funds x 3 years</b> <i>(Includes 10% admin)*</i>
Prenatal + 6 month	\$1,017,000	\$915,300	\$111,870	\$335,610
Prenatal + 12 month	\$1,695,000	\$915,300	\$857,670	\$2,573,010
<b>Mount Morris</b> 37 births/yr per MDHHS Vital Records   63% Medicaid Birth Rate				
	<b>Annual Cash Rx Cost</b>	<b>Annual State Funds**</b>	<b>Annual Match Funds</b> <i>(Includes 10% admin)*</i>	<b>Match Funds x 3 years</b> <i>(Includes 10% admin)*</i>
Prenatal + 6 month	\$166,500	\$149,850	\$18,315	\$54,945
Prenatal + 12 month	\$277,500	\$149,850	\$140,415	\$421,245

\*These numbers are provisional and are subject to change

\*\*State dollars will only be allocated should the community apply and be approved to become an Rx Kids community

+These cover the cost of cash delivery for cash transfer administrator, GiveDirectly

Funds secured for cash prescriptions can be directed to MSU or GiveDirectly, the nonprofit administrator of Rx Kids. There is also an opportunity to contribute to a statewide pool to support other communities and/or to support research, communications, public policy and other efforts.

*Rx Kids is a program of Michigan State University Pediatric Public Health Initiative, in collaboration with Poverty Solutions at the University of Michigan, and administered by GiveDirectly. Learn more at [RxKids.org](http://RxKids.org).*

DESCRIPTION: Budget amendment for RX Kids

GL #	Description	Increase/(Decrease)
2210-259.00-955.000	MISCELLANEOUS EXPENDITURE	427,680.00

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

DESCRIPTION: Budget amendment for RX Kids

GL #	Description	Increase/(Decrease)
2210-259.00-955.000	MISCELLANEOUS EXPENDITURE	427,680.00



# Genesee County

## Staff Report

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

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**File #:** RES-2026-0382

**Agenda Date:** 4/8/2026

**Agenda #:** 5.

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

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

**RE:** Approval of a purchase order to Mass Transportation Authority for the fiscal year ending 2026, in an amount not to exceed \$5,000.00, to provide for programming supplies to provide transportation assistance; the cost of this purchase order will be paid from account 2211-607.01-763.000

**BOARD ACTION REQUESTED:**

Approval of creating a purchase order for MTA in an amount not to exceed \$5,000.00.

**BACKGROUND:**

The Mass Transit Authority (MTA) provides a myriad of services that function to address barriers to optimal health related to transportation.

**DISCUSSION:**

The provision of transportation support is highly recommended by grant funders to address barriers that prevent program participants from obtaining essential needs. Supplies such as bus passes assist families in maintaining appointments and accessing resource needs.

**IMPACT ON HUMAN RESOURCES:**

There will be no impact on Human Resources related to this request.

**IMPACT ON BUDGET:**

This expenditure is budgeted for account 2211-607.01-763.000. **No additional county appropriation is needed.**

**IMPACT ON FACILITIES:**

There is no anticipated impact on facilities for this request.

**IMPACT ON TECHNOLOGY:**

There is no impact on technology.

**CONFORMITY TO COUNTY PRIORITIES:**

The Mass Transit Authority supports a Healthy, Livable, and Safe Community. Transportation assistance helps residents access health and basic needs. Services provided by this vendor promote optimal health within the community.



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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Health Officer to authorize an expenditure, in the form of a purchase order to the Mass Transit Authority (MTA), to purchase essential supplies for program services at the Genesee County Health Department, in a total amount not to exceed \$5,000.00 to be paid from account 2211-607.01-763.000, with no County appropriation required, is approved (a copy of the memorandum request being on file with the official records of the April 8, 2026 meeting of the Human Services Committee of this Board).



# Genesee County

## Staff Report

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

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**File #:** RES-2026-0388

**Agenda Date:** 4/8/2026

**Agenda #:** 6.

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**To:** Board of County Commissioners

**From:** Lynn M. Radzilowski, Senior Services Director

**RE:** Approval of a budget increase to the Mundy Township Senior and Enrichment Center, not to exceed \$17,956.75 for the next three months as a Level 3 center; funding will come from the senior millage fund balance to account #2231-691.00-867.018

**BOARD ACTION REQUESTED:**

Request approval of a budget increase to the Mundy Township Senior and Enrichment center, not to exceed \$17,956.75 for the next three months as a level 3 center; funding will come from the senior millage fund balance to account #2231-691.00-867.018

**BACKGROUND:**

The Mundy Township Senior and Enrichment center started the FY 2025-2026 funded as a level 2 center. Over the past 6 months, they have been meeting the level 3 senior center requirements for services and programming. On March 10th, 2026, they reached the 1000 unduplicated senior count requirement. It is appropriate to move them to the level 3 status for the next 3 months to ensure they meet and maintain the requirements. If successful, I will recommend to the BOC to approve another 3 months of funding at the level 3 status to finish out this fiscal year.

**DISCUSSION:**

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

**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 a 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 help them manage their resources more effectively. 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 Senior Services Director to authorize increasing the FY 2025-2026 contract between Genesee County and Mundy Township, in an additional amount not to exceed \$17,956.75 to be paid from account 2231-691.00-867.018, to fund the senior center as a level 3 center for the next three months following it reaching the 1,000 unduplicated senior count requirement, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the April 8, 2026 meeting of the Human Services Committee of this Board), the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

**DESCRIPTION: Move \$17,956.75 from the fund balance to account #2231-691.00-867.018**

GL #	DESCRIPTION	Increase/(Decrease)
<hr/>		
2231-691.00-867.018	CNTR OF MUNDY SR SERV	\$17,956.75

**Changes**

REV	EXP	DIFF
\$ -	\$17,956.75	\$ -

**Additional funds coming from Fund Balance**

03/23/2026

REVENUE AND EXPENDITURE REPORT  
 PERIOD ENDING 03/31/2026  
 % Fiscal Year Completed: 49.86

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	2025-26 AMENDED BUDGET
<b>Fund 2231 - SENIOR SERVICES</b>			
<b>Dept 691.00 - SENIOR SERVICES</b>			
Account Type: Revenue			
2231-691.00-402.000	CURRENT PROPERTY TAXES	8,834,263.00	8,834,263.00
2231-691.00-407.000	INTEREST FEE DELINQ TAXES	0.00	0.00
2231-691.00-410.000	CURRENT PERSONAL PROPERTY TAXES	0.00	0.00
2231-691.00-431.000	DELINQUENT TAXES	9,000.00	9,000.00
2231-691.00-432.000	PAYMENT IN LIEU OF TAXES	12,000.00	12,000.00
2231-691.00-437.000	INDUSTRIAL FACILITY TAX	0.00	0.00
2231-691.00-669.007	INTEREST EARNED INVEST	190,000.00	190,000.00
<b>Total Revenue:</b>		<b>9,045,263.00</b>	<b>9,045,263.00</b>

Account Type: Expenditure			
2231-691.00-702.000	SALARIES & WAGES	200,024.00	220,038.30
2231-691.00-709.000	SOCIAL SECURITY	15,302.00	16,833.10
2231-691.00-718.000	MEDICAL INSURANCE	36,487.00	36,487.00
2231-691.00-723.000	POST-RETIREMENT BENEFIT	24,959.00	29,962.57
2231-691.00-725.000	OPTICAL INSURANCE	226.00	226.00
2231-691.00-726.000	DENTAL INSURANCE	2,334.00	2,334.00
2231-691.00-727.000	LIFE HEALTH INSURANCE	1,480.00	1,480.00
2231-691.00-728.000	RETIREMENT	16,002.00	17,603.14
2231-691.00-729.000	WORKERS COMPENSATION	160.00	176.01
2231-691.00-730.000	UNEMPLOYMENT	400.00	440.02
2231-691.00-754.000	SUPPLIES OFFICE	2,500.00	2,500.00
2231-691.00-801.000	PROFESSIONAL SERVICE CONTRACTS	8,000.00	8,000.00
2231-691.00-835.001	HEALTH SERVICES EMPLOYEES	250.00	250.00
2231-691.00-850.000	TELEPHONE	1,300.00	1,300.00

2231-691.00-851.000	POSTAGE	300.00	300.00
2231-691.00-867.000	CNTR OF BURTON SR SERV	216,646.00	216,646.00
2231-691.00-867.001	CNTR OF BRENNAN SR SERVICES	144,819.00	144,819.00
2231-691.00-867.002	CNTR OF CARMAN AINS SR SERV	216,646.00	216,646.00
2231-691.00-867.003	CNTR OF CLIO AREA SR SERVICES	216,646.00	216,646.00
2231-691.00-867.004	CNTR OF DAV/RICHFIELD SR SERV	216,646.00	216,646.00
2231-691.00-867.005	CNTR OF EASTSIDE SR SERV	216,646.00	216,646.00
2231-691.00-867.006	CNTR OF FLUSHING AREA SR SERV	216,646.00	216,646.00
2231-691.00-867.007	CNTR OF FOREST SR SERV	144,819.00	144,819.00
2231-691.00-867.008	CNTR OF GR BLANC SR SERV	216,646.00	216,646.00
2231-691.00-867.010	CNTR OF HASSELBRING SR SERV	144,819.00	144,819.00
2231-691.00-867.011	CNTR OF KRAPOHL SR SERV	216,646.00	216,646.00
2231-691.00-867.012	CNTR OF LOOSE SR SERV	216,646.00	216,646.00
2231-691.00-867.014	CNTR OF MONTROSE SR SERV	144,819.00	144,819.00
2231-691.00-867.016	CNTR OF SW CREEK SR SERV	216,646.00	216,646.00
2231-691.00-867.017	CNTR OF THETFORD SR SERV	144,819.00	144,819.00
2231-691.00-867.018	CNTR OF MUNDY SR SERV	144,819.00	144,819.00
2231-691.00-867.019	CNTR OF MAYS SR SERV	0.00	54,744.00
2231-691.00-883.001	CASE MANAGEMENT	293,053.00	293,053.00
2231-691.00-883.005	GCCARD- HOME MEALS	1,430,096.00	1,430,096.00
2231-691.00-883.013	FAMILY SER - GUARD/CONSER	260,000.00	260,000.00
2231-691.00-883.016	ALT. ELD. CARE-HOME CARE	450,000.00	450,000.00
2231-691.00-883.020	FAMILY SERVICE-VISUALLY IMPAIRED	190,000.00	190,000.00
2231-691.00-883.021	FAMILY SERVICE-MEDICAL TRANSPORTATION	300,000.00	300,000.00
2231-691.00-883.022	CAC INTERPRETERS	10,000.00	10,000.00
2231-691.00-883.024	LEGAL SERVICES- LEGAL ASST	329,000.00	329,000.00
2231-691.00-883.025	ST. LUKE LAWN CARE AND SNOW REMOVAL	210,000.00	210,000.00
2231-691.00-883.027	MI COMM SERV ADULT DAY CARE	120,000.00	120,000.00
2231-691.00-883.028	RESPIRE	200,000.00	200,000.00
2231-691.00-883.031	SENIOR PROJECT FRESH	15,000.00	15,000.00
2231-691.00-883.032	SPECIALIZED GRANTS	25,000.00	25,000.00
2231-691.00-883.034	VAAA-LOCAL MATCH	10,000.00	10,000.00
2231-691.00-883.035	VAAA INTAKE/REFERRAL SERV	251,460.00	251,460.00
2231-691.00-883.039	BINSONS HOME CARE	730,080.00	730,080.00
2231-691.00-900.014	ADVERTISING	7,500.00	7,500.00
2231-691.00-907.005	VALIDATED PARKING	300.00	300.00

2231-691.00-910.005	TRAINING EMPLOYEES	2,000.00	2,000.00
2231-691.00-955.048	ANNUAL AUDIT	45,000.00	45,000.00
2231-691.00-957.004	CONVENIENCE COPIER CHARGES	2,000.00	2,000.00
2231-691.00-957.005	MOTOR POOL CHARGES	30,000.00	30,000.00
2231-691.00-958.009	INSURANCE CHARGES	53,726.00	53,726.00
2231-691.00-958.014	CSA	82,567.00	82,567.00
2231-691.00-980.000	OFFICE EQUIPMENT	4,000.00	4,000.00
<b>Total Expenditure:</b>		<b>8,395,880.00</b>	<b>8,478,830.14</b>

Account Type: Transfers-Out

2231-691.00-995.056	TRANSFERS OUT	639,047.00	639,047.00
<b>Total Transfers-Out:</b>		<b>639,047.00</b>	<b>639,047.00</b>

Net - Dept 691.00 - SENIOR SERVICES	<b>10,336.00</b>	<b>(72,614.14)</b>
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Fund 2231 - SENIOR SERVICES:

TOTAL REVENUES	<b>9,045,263.00</b>	<b>9,045,263.00</b>
TOTAL EXPENDITURES	<b>9,034,927.00</b>	<b>9,117,877.14</b>
NET OF REVENUES & EXPENDITURES	<b>10,336.00</b>	<b>(72,614.14)</b>

Subtract from Budget

Add to Budget



ACTIVITY FOR MONTH 03/31/26 INCR (DECR)	YTD BALANCE 03/31/2026 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
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Acct

1,061,269.01	5,552,729.28	0.00	3,281,533.72	37.15
0.00	122.54	0.00	(122.54)	0.00
290,702.28	337,325.41	0.00	(337,325.41)	0.00
236.17	1,840.48	0.00	7,159.52	79.55
0.00	0.00	0.00	12,000.00	100.00
138.82	138.82	0.00	(138.82)	0.00
0.00	55,318.77	0.00	134,681.23	70.88
<b>1,352,346.28</b>	<b>5,947,475.30</b>	<b>0.00</b>	<b>3,097,787.70</b>	<b>34.25</b>

8,618.52	87,891.40	0.00	132,146.90	60.06
637.39	6,501.77	0.00	10,331.33	61.38
1,520.28	16,723.08	0.00	19,763.92	54.17
1,180.88	13,147.22	0.00	16,815.35	56.12
9.43	103.73	0.00	122.27	54.10
97.23	1,069.53	0.00	1,264.47	54.18
123.34	740.04	0.00	739.96	50.00
689.48	7,733.26	0.00	9,869.88	56.07
6.91	77.39	0.00	98.62	56.03
17.25	193.35	0.00	246.67	56.06
0.00	362.40	2,137.60	0.00	0.00
0.00	329.94	0.00	7,670.06	95.88
0.00	0.00	0.00	250.00	100.00
0.00	423.04	0.00	876.96	67.46

2 Budget amendmer

 Radzilowski, Lyn  
To:  Dunn, James

 You replied to this message c

Good morning Jim,

0.00	14.29	85.71	200.00	66.67
21,759.27	91,177.16	125,468.84	0.00	0.00
11,662.29	51,690.86	93,128.14	0.00	0.00
15,258.37	78,216.90	138,429.10	0.00	0.00
0.00	71,536.64	145,109.36	0.00	0.00
15,228.71	87,427.84	129,218.16	0.00	0.00
15,555.81	89,392.11	127,253.89	0.00	0.00
0.00	65,491.38	151,154.62	0.00	0.00
13,420.01	77,813.70	67,005.30	0.00	0.00
18,137.83	82,247.31	134,398.69	0.00	0.00
13,269.46	61,757.48	83,061.52	0.00	0.00
0.00	63,316.40	153,329.60	0.00	0.00
0.00	77,124.44	139,521.56	0.00	0.00
11,333.00	48,287.88	96,531.12	0.00	0.00
0.00	74,582.53	142,063.47	0.00	0.00
0.00	44,183.10	100,635.90	0.00	0.00
0.00	51,789.51	93,029.49	0.00	0.00
0.00	0.00	0.00	54,744.00	100.00
0.00	72,324.72	220,728.28	0.00	0.00
0.00	506,436.62	0.00	923,659.38	64.59
0.00	70,544.92	189,455.08	0.00	0.00
0.00	141,431.22	308,568.78	0.00	0.00
0.00	69,199.75	120,800.25	0.00	0.00
0.00	90,376.91	209,623.09	0.00	0.00
0.00	3,507.28	6,492.72	0.00	0.00
0.00	109,685.64	219,314.36	0.00	0.00
0.00	70,000.00	140,000.00	0.00	0.00
0.00	28,917.92	91,082.08	0.00	0.00
0.00	59,169.97	140,830.03	0.00	0.00
0.00	0.00	0.00	15,000.00	100.00
367.94	14,427.00	10,573.00	0.00	0.00
0.00	10,000.00	0.00	0.00	0.00
0.00	76,456.82	175,003.18	0.00	0.00
0.00	170,051.21	560,028.79	0.00	0.00
0.00	2,383.70	0.00	5,116.30	68.22
0.00	0.00	0.00	300.00	100.00

I have two budget amend

- Move \$20,000 from
- Move \$17,956.75

Thank you!

*Lynn M. Radzilowski*

Senior Services Director

Genesee County Department  
324 S. Saginaw St. 7<sup>th</sup> Floor  
Flint, MI 48502  
810/424-4450

[lradzilowski@geneseecounty](mailto:lradzilowski@geneseecounty)

**2231-691.00-867.018**

0.00	330.26	0.00	1,669.74	83.49
0.00	4,412.00	40,588.00	0.00	0.00
0.00	559.33	1,190.67	250.00	12.50
0.00	20,740.27	364.20	8,895.53	29.65
0.00	53,726.00	0.00	0.00	0.00
6,880.58	41,283.48	0.00	41,283.52	50.00
0.00	983.76	0.00	3,016.24	75.41
<b>155,773.98</b>	<b>2,868,294.46</b>	<b>4,356,204.58</b>	<b>1,254,331.10</b>	<b>14.79</b>
0.00	190,083.06	0.00	448,963.94	70.26
<b>0.00</b>	<b>190,083.06</b>	<b>0.00</b>	<b>448,963.94</b>	<b>70.26</b>
<b>1,196,572.30</b>	<b>2,889,097.78</b>	<b>(4,356,204.58)</b>	<b>1,394,492.66</b>	
<b>1,352,346.28</b>	<b>5,947,475.30</b>	<b>0.00</b>	<b>3,097,787.70</b>	<b>34.25</b>
<b>155,773.98</b>	<b>3,058,377.52</b>	<b>4,356,204.58</b>	<b>1,703,295.04</b>	<b>18.68</b>
<b>1,196,572.30</b>	<b>2,889,097.78</b>	<b>(4,356,204.58)</b>	<b>1,394,492.66</b>	

Description	NOTES:	Current Budget	New B.A.	New Budget (after B.A.)	Spent + Encumbered	Remaining
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ntments

n

on 3/23/2026 8:48 AM.

ments to submit through Legistar and would appreciate your spreadsheet and attachment.

n the fund balance to account #2231-691.00-883.032  
from the fund balance to account #2231-691.00-867.018

*ski. MA*

nt of Senior Services

[mi.gov](http://mi.gov)

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CNTR OF MUNDY SR SERV	Add \$17,956.75	\$ 144,819.00	\$17,956.75	\$ 162,775.75	\$ 144,819.00	\$ 17,956.75
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  Reply  Reply All  Forward  

Mon 3/23/2026 8:47 AM



03/23/2026 10:58 AM  
User: JDUNN2  
DB: Genesee County

COMPARATIVE BALANCE SHEET

Fund 2231 SENIOR SERVICES

GL Number	Description
*** Assets ***	
CASH AND INVESTMENTS	
2231-000.00-001.002	CASH
CASH AND INVESTMENTS	
RECEIVABLES	
2231-000.00-040.000	ACCOUNTS RECEIVABLE
RECEIVABLES	
OTHER CURRENT ASSETS	
2231-000.00-123.000	PREPAID EXPENSES
OTHER CURRENT ASSETS	
Total Assets	
*** Liabilities ***	
CURRENT LIABILITIES	
2231-000.00-201.000	VOUCHERS PAYABLE
2231-000.00-214.016	DUE TO DELINQUENT TAX REVOLVING
2231-000.00-256.000	PAYROLL LIABILITY
CURRENT LIABILITIES	
LONG-TERM LIABILITIES	
LONG-TERM LIABILITIES	
Unclassified	
Unclassified	
Total Liabilities	
*** Fund Balance ***	
FUND EQUITY	
2231-000.00-375.000	FUND BALANCE - RESTRICTED
FUND EQUITY	
Total Fund Balance	
Beginning Fund Balance	
Net of Revenues VS Expenditures	
Ending Fund Balance	
Total Liabilities And Fund Balance	

PERIOD ENDED 09/30/2025	PERIOD ENDED 09/30/2026
3,223,767.51	5,305,457.99
3,223,767.51	5,305,457.99
1,152.88	0.00
1,152.88	0.00
218.49	216.73
218.49	216.73
3,225,138.88	5,305,674.72
794,335.44	0.00
4,805.33	0.00
9,421.17	0.00
808,561.94	0.00
0.00	0.00
0.00	0.00
808,561.94	0.00
2,780,445.04	2,416,576.94
2,780,445.04	2,416,576.94
2,780,445.04	2,416,576.94
2,780,445.04	2,416,576.94
(363,868.10)	2,889,097.78
2,416,576.94	5,305,674.72
3,225,138.88	5,305,674.72

SUPERVISOR  
JENNIFER STAINTON

CLERK  
CORY BOSTWICK

TREASURER  
DANELLE BARKER

TOWNSHIP MANAGER  
CHAD YOUNG



3478 MUNDY AVENUE  
SWARTZ CREEK, MICHIGAN 48473-8836  
TELEPHONE 810 655-4631 FAX 810 655-6621 www.mundytwp-mi.gov

TRUSTEES

LEAH DAVIS

MARK GORTON

ZACHARY SACK

KYLE WARD

March 11, 2026

Genesee County Board of Commissioners  
324 S. Saginaw St.  
Flint, MI 48502

Genesee County Office of Senior Services  
Attn: Ms. Lynn Radzilowski, Director  
324 S. Saginaw St, 7<sup>th</sup> Floor  
Flint, MI 48502

**Re: Mundy Township Senior & Enrichment Center – Level 3 Funding Request**

Dear Commissioners and Director Radzilowski:

It is with great pride and appreciation for your ongoing support that I submit this communication.

As of March 10, 2026, the Mundy Township Senior & Enrichment Center has fulfilled the final criteria for advancing to a level 3 senior center, reaching 1000 unduplicated visitors in a fiscal year.

Having fulfilled the level 3 funding requirements as identified in additional communication provided by our Senior Director, Ms. Mandy Lupu, I respectfully request that the Genesee County Board of Commissioners designate the Mundy Township Senior & Enrichment Center as a level 3 senior center and grant the corresponding level of Genesee County Senior Services millage funding.

Thank you in advance for your continued support and consideration of this request.

Sincerely,

Chad Young, Township Manager  
Charter Township of Mundy



**People that were active between 10/01/2025 and 09/30/2026**

**Filters:**

Age:>=60

Site(s):Mundy Township Senior Center

County:Genesee

Genesee County

<b>Age Range as of 09/30/2026</b>	<b>Count</b>	<b>Percent</b>
Ages 55-59	37	3.2%
Ages 60-64	122	10.6%
Ages 65-69	262	22.9%
Ages 70-74	225	19.6%
Ages 75-79	210	18.3%
Ages 80-84	113	9.9%
Ages Below 55	96	8.4%
Ages Over 85	81	7.1%
<b>Totals</b>	<b>1146</b>	<b>100%</b>

<b>City/Town</b>	<b>Count</b>	<b>Percent</b>
In Town	245	24.5%
Out of Town	756	75.5%
<b>Totals</b>	<b>1001</b>	<b>100%</b>

<b>Deceased</b>	<b>Count</b>	<b>Percent</b>
No	1001	100.0%
<b>Totals</b>	<b>1001</b>	<b>100%</b>

<b>Disabilities</b>	<b>Count</b>	<b>Percent</b>
Cognitive Impairment	5	100.0%
<b>Totals</b>	<b>5</b>	<b>100%</b>

<b>Ethnicity</b>	<b>Count</b>	<b>Percent</b>
African American	32	3.2%
Asian American	8	0.8%
Caucasian	674	67.3%
Hispanic	9	0.9%
Native American	1	0.1%
Unknown	277	27.7%

<b>Totals</b>	<b>1001</b>	<b>100%</b>
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<b>Gender</b>	<b>Count</b>	<b>Percent</b>
---------------	--------------	----------------

Female	734	73.3%
--------	-----	-------

Male	267	26.7%
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<b>Totals</b>	<b>1001</b>	<b>100%</b>
---------------	-------------	-------------

<b>Head of Household</b>	<b>Count</b>	<b>Percent</b>
--------------------------	--------------	----------------

No	556	55.5%
----	-----	-------

Yes	445	44.5%
-----	-----	-------

<b>Totals</b>	<b>1001</b>	<b>100%</b>
---------------	-------------	-------------

<b>Lives Alone</b>	<b>Count</b>	<b>Percent</b>
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No	773	77.2%
----	-----	-------

Yes	228	22.8%
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<b>Totals</b>	<b>1001</b>	<b>100%</b>
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1286 W. Hill Rd., Flint, MI 48507 \* 810-922-4557

March 9, 2026

Dear Commissioners and Director Radzilowski,

As of March 10, 2026, the Mundy Township Senior & Enrichment Center has fulfilled the final criteria for advancing to a level 3 senior center, reaching 1000 unduplicated visitors in a fiscal year. Having fulfilled the level 3 funding requirements below, we ask that the Board of Commissioners designate us as a level 3 senior center and grant corresponding senior millage funding.

Time period: October 1, 2025 – March 10, 2026

- Monthly Programming: (Attached)
  - 10 Educational programs
  - 14 Health programs
  - 10 Social service programs
  - Nutritional programming
  - 14 + Monthly Social Programming
  - Volunteer Projects, Planning, and Opportunities
  - Weekly email updates
- Transportation:
  - Senior center van
  - MTA referral for accessible transportation
- Support Groups:
  - General support Group (for grief, loneliness, and anxiety)
  - Veteran Support Group
- Legal Services:
  - Legal Services of Eastern Michigan on 1<sup>st</sup> Wednesdays
- Health Screenings:
  - Blood pressure checks – available up to 5 times/week
  - U of M-Flint nursing student consults – available up to 3 times/week
- Unduplicated count from October 1, 2025 – March 10, 2026: 1001
- Monthly newsletter

Thank you for your support and consideration of our request.

Best regards,

A handwritten signature in blue ink that reads "Mandy Lupu".

Mandy Lupu

Director

Mundy Township Senior & Enrichment Center

**DESCRIPTION: Move \$17,956.75 from the fund balance to account #2231-691.00-867.018**

GL #	DESCRIPTION	Increase/(Decrease)
<hr/>		
2231-691.00-867.018	CNTR OF MUNDY SR SERV	\$17,956.75

**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 \$162,775.75 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 \$162,775.75 and is prorated at a 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 5<sup>th</sup> of every month.
7. Properly documented requests for reimbursement submitted to the COUNTY by the 21<sup>st</sup> of each month will be processed and, if approved, disbursed by the 15<sup>th</sup> of the next month. Requests submitted later than the 21<sup>st</sup> 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 5<sup>th</sup> 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 \$1,000.00 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: \_\_\_\_\_  
Dale K. Weighill, 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
<b>Name of Senior Center: Mundy</b>		
<b>SUBTOTAL</b>	<b>\$ -</b>	<b>\$ -</b>
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		
<b>SUBTOTAL</b>	<b>\$ 25,884.00</b>	<b>\$ 30,002.00</b>
		\$ -
<b>Total Revenue</b>		<b>\$ 30,002.00</b>
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
<b>ADMINISTRATION</b>		
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
<b>SUBTOTAL</b>	<b>\$ 99,398.00</b>	<b>\$ 107,700.00</b>
<b>PROGRAMMING</b>		
Special Projects / Events	\$ 16,000.00	\$ 12,000.00
Volunteer Expenses	\$ -	\$ -
<b>SUBTOTAL</b>	<b>\$ 16,000.00</b>	<b>\$ 12,000.00</b>
<b>OPERATIONS</b>		
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
		\$ -
<b>SUBTOTAL</b>	<b>\$ 21,535.00</b>	<b>\$ 17,163.00</b>
<b>COMPUTERS SOFTWARE</b>		
XAVUS SOLUTIONS	\$ 990.00	\$ 1,060.00
Equipment Purchases	\$ -	\$ -
Genesee County Increase Award		\$ 6,896
Level 3 Increase		\$ 17,956.75
<b>SUBTOTAL</b>	<b>\$ 990.00</b>	<b>\$ 25,912.75</b>
<b>TOTAL AWARD EXPENDITURES</b>	<b>\$ 137,923.00</b>	<b>\$ 216,646</b>

## 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:** \$ 216,646.00

**Funds Previously Requested** \$ -

**Balance Remaining Prior to this Request:** \$ -

### 2025-2026 SENIOR MILLAGE FUND BALANCE

**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







# 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

ATTACHMENT D GENESEE COUNTY PURCHASING REGULATIONS &  
GENESEE COUNTY TRAVEL REGULATIONS

**Genesee County Purchasing Regulations:**

**[04.002: Purchasing Policy effective: 06/12/2024 – RES-2024-582](#)**

**Genesee County Travel Regulations:**

**[02.001:Travel Policy effective: 07/24/2024 – RES-2024-699](#)**

ATTACHMENT E 2025-2026 SENIOR MILLAGE SENIOR CENTER LEVELS OF SERVICE

2025-2026 Levels of Service - Senior Citizen Centers

Activity / Service Type	Minimum Average Number of Activity / Service Type Provided Each Month		
	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 within 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:
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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
<b>Total Education</b>	0	0	<b>Total Health</b>	0	0	<b>Total Nutrition</b>	0	0	<b>Total Transportation</b>	0	0	<b>Total Social Services</b>	0	0	<b>Total Outreach</b>	0	0	<b>Total Volunteer/Planning</b>	0	0



# Genesee County

## Staff Report

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

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**File #:** RES-2026-0389

**Agenda Date:** 4/8/2026

**Agenda #:** 7.

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**To:** Board of County Commissioners

**From:** Lynn M. Radzilowski, Senior Services Director

**RE:** Approval of an award increase to Atlas Township, in the amount not to exceed \$20,000.00, to provide an Administrative Assistant for the Silver Foxes; the cost for this will come from the fund balance and be paid from the account 2231-691.00-883.032

**BOARD ACTION REQUESTED:**

Approval of an award increase to Atlas Township, in the amount not to exceed \$20,000, to provide an Administrative Assistant for the Silver Foxes; the cost for this will come from the fund balance and be paid from the account 2231-691.00-883.032.

**BACKGROUND:**

This award increase will allow for an Administrative Assistant to be hired by Atlas Township for the Silver Foxes. As the demand for the services continues to grow, the need for an administrative assistant for additional support has become essential to maintaining and expanding the quality of assistance they provide to older adults in the Atlas Township community.

**DISCUSSION:**

Atlas 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 in the community.

**IMPACT ON HUMAN RESOURCES:**

N/A

**IMPACT ON BUDGET:**

Additional funding for services and programs comes from the senior millage fund balance. The General Fund is not used for these contracts and services. #2231-691.00-883.032.

**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 a 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 help them manage their resources more effectively. 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 Senior Services Director to authorize increasing the FY 2025-2026 contract between Genesee County and Atlas Township, in an additional amount not to exceed \$20,000 to be paid from account #2231-691.00-883.032, to enable the township to hire an administrative assistant for the Silver Foxes, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the April 8, 2026 meeting of the Human Services Committee of this Board), the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

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## Part Time Admin for Atlas Township Silver Foxes

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From Jim Busch <jbusch@atlastownship.org>

Date Mon 3/16/2026 3:19 PM

To Radzilowski, Lynn <LRadzilowski@geneseecountymi.gov>

**External sender** <jbusch@atlastownship.org>

Make sure you trust this sender before taking any actions.

Dear Lynn Radzilowski,

The senior program within Atlas Township is doing better than anticipated. The Silver Foxes Senior Program has been a great success. Senior volunteers and township staff have done a wonderful job managing and growing the program to date. Events are in high demand; the CPR class, Mott Culinary School visit, and Crossroads Village trip have all sold out. However, as the senior program has grown, the amount of support needed has also increased.

I am writing to respectfully request funding support to hire a part-time Administrative Assistant for our Silver Foxes Senior Services Program at Atlas Township for FY 2025–2026. As the demand for our services continues to grow, the need for additional administrative support has become essential to maintaining and expanding the quality of assistance we provide to older adults in our community.

Funding for an Administrative Assistant would allow our program to:

- Improve program efficiency and organization
- Ensure accurate documentation and reporting
- Strengthen communication with seniors and community partners
- Support the continued growth of the program

The requested funding is approximately \$20,000 for the remainder of FY 2025–2026, which would cover the salary for this position. This investment would significantly enhance the effectiveness of our program and help ensure that older adults in our community continue to receive the high-quality services they depend on.

We deeply appreciate your consideration of this request and your continued commitment to supporting programs that improve the quality of life for seniors. I would welcome the opportunity to provide any additional information or discuss this request further.

Thank you for your time and support.

Township of

*Atlas*

Genesee County • Michigan

*Jim Busch*

Supervisor

P.O. Box 277

Goodrich, MI 48438

Phone: 810-636-2548

Fax: 810-636-6244

[supervisor@atlastownship.org](mailto:supervisor@atlastownship.org)

**DESCRIPTION: Move \$20,000 from the fund balance to account #2231-691.00-883.032**

GL #	DESCRIPTION	Increase/(Decrease)
2231-691.00-883.032	SPECIALIZED GRANTS	\$20,000.00

**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, MI 48502**

And

**Township of Atlas**  
**7386 South Gale Road**  
**Grand Blanc, Michigan 48439**  
**A Local Unit of Government**

hereinafter referred to as the "OPERATING ENTITY,"  
the entity operating the **Silver Foxes**,  
hereinafter referred to as the "**ENTITY.**"

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 – Specialized Senior Programming ("Program") budget with the objective of providing Senior Citizen Services Millage (the "Senior Millage") funds to entities for the purpose of increasing and enhancing senior citizen services 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 an ENTITY 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 Specialized Senior Programming application, and in the attachments listed below, all of which are incorporated by reference to this Contract:

- Attachment A: 2025-2026 Senior Millage – Specialized Senior Programming Budget & Revenue Sheet
- Attachment B: 2025-2026 Senior Millage – Specialized Senior Programming Monthly Reimbursement Request Form
- Attachment C: Description of the Services
- Attachment D: Genesee County Purchasing Regulations and Genesee County Travel Regulations

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 – Specialized Senior Programming requirements, and further agrees to perform within the policies applicable to program requirements stated:
  - a. The ENTITY 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 the ENTITY programming and operations. Membership fees may also be classified as donations if the service included as part of the fee is offered by the entity to seniors who choose to not purchase a membership. The ENTITY 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 the ENTITY 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 \$32,500 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.
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: invoices/receipts, bank statements, and canceled checks. 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. 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. Properly documented requests for reimbursement submitted to the COUNTY by the 21<sup>st</sup> of each month will be processed and, if approved, disbursed by the 15<sup>th</sup> of the next month. Requests submitted later than the 21<sup>st</sup> 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 entity's expenses and activities.
7. The following criteria apply for reimbursements:
  - a. Senior Millage funds may not be used to buy gifts or gift cards for employees, interns, volunteers, senior citizen participants, or board members. Senior Millage funds cannot be used for volunteer or intern stipends, or housing.
  - b. All requested reimbursement receipts for this Contract term must be received by the Department of Senior Services by October 21, 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.

- c. Subject to subparagraph 8b 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. With the exception of requests for annual bills, memberships, or services that fall outside of the current fiscal year. The remaining portions of the reimbursement requests must be submitted within the perspective fiscal year.
  - d. Monthly reimbursement requests can include no more than two months of supplies for the entity, including office, operating, or food supplies.
  - e. 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.
  - f. Senior Millage funds may not be used to purchase daily meals for the ENTITY without prior approval from the Department of Senior Services.
8. 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 OPERATING ENTITY for review by the Department of Senior Services.
  9. 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.
  10. The OPERATING ENTITY agrees to adhere to senior programming, state, and federal guidelines, and regulations.
  11. The OPERATING ENTITY agrees to implement the 2025-2026 Program in accordance with the projected budget included as Attachment A to this Contract, subject to any prior approval limitations set forth therein.
  12. 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.

13. 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.
14. 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.
15. 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, entity'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."***
16. 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.
17. 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.
18. 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.

19. This Contract may be modified by the parties only by a written document signed by authorized representatives.
20. 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.
21. 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.
22. The OPERATING ENTITY and its employees are not Genesee County employees.
23. 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.
24. The OPERATING ENTITY agrees to adhere to its own procurement standards or, in the absence of such acceptable standards, to the Genesee County 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.
25. 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 entity 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 entity assets or facilities if the equivalent opportunity is not provided to all other candidates.
  - vi. Making partisan comments in official entity publications or at official functions of the ENTITY.
  - vii. Political fundraising at the OPERATING ENTITY.
- b. Political campaign intervention does not include:
- i. Taking a position on public policy issues as an entity, 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 entity.
  - vi. Candidates appearing or speaking at events of the entity in a non-candidate capacity.
  - vii. Supporting the Senior Millage
26. 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.
27. 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.

28. 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 – Specialized Senior Programming, 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.
29. 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.
30. The OPERATING ENTITY agrees that the COUNTY may, at reasonable times and without notice, visit and inspect the entity and discuss or survey the ENTITY'S activities with seniors who agree to participate.
31. The OPERATING ENTITY gives the COUNTY, or any other representatives designated by the COUNTY, the right to visit the entity 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.
32. 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.
33. 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.

34. 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**

**TOWNSHIP OF ATLAS**

By: \_\_\_\_\_  
Dale K. Weighill, Chairperson  
Board of County Commissioners

By: \_\_\_\_\_  
Jim Busch, Township Supervisor  
Atlas Township

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

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

Name of Specialized Senior Program: Atlas Silver Foxes	FY 2024-2025 Senior Millage Budget	Proposed FY 2025-2026 Specialized Senior Programming Budget Expenditures
<b>ADMINISTRATION</b>		
Salaries – Administrative	\$ -	\$ -
Salaries – Support Staff	\$ -	\$ 20,000
Fringes -- Employer FICA	\$ -	\$ -
Fringes – Medical	\$ -	\$ -
Fringes – Other	\$ -	\$ -
<b>SUBTOTAL</b>	\$ -	\$ 20,000
<b>PROGRAMMING</b>		
Special Projects / Events	\$ -	\$ 9,000.00
Volunteer Expenses	\$ -	\$ -
<b>SUBTOTAL</b>	\$ -	\$ 9,000.00
<b>OPERATIONS</b>		
Facility Maintenance	\$ -	\$ -
	\$ -	\$ -
Equipment Maintenance	\$ -	\$ -
Grounds Maintenance	\$ -	\$ -
Insurances & Bonds	\$ -	\$ -
Legal Services	\$ -	\$ -
Memberships / Publications	\$ -	\$ -
Office Supplies	\$ -	\$ 1,000.00
Operating Supplies	\$ -	\$ -
Postage	\$ -	\$ 2,500.00
Service Contracts/Licenses	\$ -	\$ -
Phone/ Fax/ Internet/ Web Services	\$ -	\$ -
Vehicle Maintenance / Insurance	\$ -	\$ -
Outreach	\$ -	\$ -
		\$ -
<b>SUBTOTAL</b>	\$ -	\$ 3,500.00
<b>COMPUTERS SOFTWARE</b>		
XAVUS SOLUTIONS	\$ -	\$ -
Equipment Purchases	\$ -	\$ -
<b>SUBTOTAL</b>	\$ -	\$ -
<b>TOTAL AWARD EXPENDITURES</b>	\$ -	\$ 32,500.00

**2025-2026 SENIOR MILLAGE MONTHLY REIMBURSEMENT REQUEST**

**Pay to (Operating Entity):** Atlas Township - Senior Programming  
**Mail Address:** P.O. Box 227  
Goodrich, Michigan 48438

**SENIOR MILLAGE FUNDING**

**Millage Allocation:** \$ 32,500.00

**Funds Previously Requested** \_\_\_\_\_

**Balance Remaining Prior to this Request:** \_\_\_\_\_

**SENIOR MILLAGE FUNDING**

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

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

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number -- Confirmation of Payment
<b>PROGRAMMING EXPENDITURES</b>			
<b>SUBTOTAL - OPERATIONS</b>	\$ -		

<b>OPERATING EXPENDITURES</b>			
<b>SUBTOTAL - EQUIPMENT</b>	\$ -		

<b>TOTAL MONTHLY EXPENDITURES</b>	\$ -		
<b>TOTAL MONTHLY REIMBURSEMENT REQUEST</b>	\$ -		

## Attachment C: Description of Services

The requested millage funding of **\$32,500** will be allocated towards providing senior programming to seniors in the Atlas Township area. The services encompass:

### 1. Educational Seminars:

- Cyber Security: Provide informative sessions on safeguarding personal information online, understanding common threats, and employing best practices for digital security.
- Technology: Offer workshops covering the basics of using modern technology, including smartphones, tablets, and computers, as well as emerging technologies and their practical applications.
- Health and Wellness: Conduct seminars on maintaining physical health, managing chronic conditions, and understanding the latest in medical research and preventive care.
- Financial Planning: Educate seniors on managing finances, including budgeting, investing, and planning for retirement, with a focus on strategies for maintaining financial security.

### 2. Socialization Gatherings:

- Card Games: Organize regular card game sessions, including popular games like bridge, poker, and solitaire, to foster social interaction and mental engagement.
- Chess and Board Games: Provide opportunities for strategic thinking and social engagement through chess and a variety of board games, encouraging cognitive stimulation and friendly competition.

### 3. Exercise Programs:

- Walking Club: Establish a group walking program to promote physical activity, social interaction, and community involvement, with designated routes and regular schedules.
- Tai-Chi: Offer tai-chi classes to enhance flexibility, balance, and relaxation, incorporating gentle movements and mindfulness techniques.
- Yoga: Provide yoga sessions tailored for seniors to improve strength, flexibility, and overall well-being, emphasizing safe practices and modifications for various fitness levels.

### 4. Luncheons:

- Host regular luncheons for seniors, providing nutritious meals in a social setting. These events will include opportunities for socializing, networking, and enjoying a balanced diet.

### 5. Crafting Classes:

- Organize creative crafting classes where seniors can engage in various artistic activities such as painting, knitting, and pottery. These classes aim to foster creativity, enhance fine motor skills, and provide a relaxing outlet for self-expression.

### 6. Special Events:

- Plan and execute a special event tailored to the interests and preferences of the senior community. This may include themed celebrations, guest speakers, or collaborative projects designed to bring together participants for a memorable experience.

This comprehensive programming aims to enrich the lives of seniors through a balanced mix of education, social interaction, physical activity, and creative expression, ensuring a well-rounded and engaging experience in the Atlas Township area.

ATTACHMENT D GENESEE COUNTY PURCHASING REGULATIONS &  
GENESEE COUNTY TRAVEL REGULATIONS

**Genesee County Purchasing Regulations:**

**[04.002: Purchasing Policy effective: 06/12/2024 – RES-2024-582](#)**

**Genesee County Travel Regulations:**

**[02.001:Travel Policy effective: 07/24/2024 – RES-2024-699](#)**



# Genesee County

## Staff Report

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

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**File #:** RES-2026-0404

**Agenda Date:** 4/8/2026

**Agenda #:** 8.

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

**From:** Joshua Freeman, Director of Administration

**RE:** Health Services Millage Renewal

**BOARD ACTION REQUESTED:**

Approval of a request to place a renewal question on the August 2026 ballot for the Health Services Millage

**BACKGROUND:**

Since 2007, Genesee County has levied a Health Services Millage to provide for a health services plan for indigent Genesee County residents. That millage is set to expire in December 2026.

**DISCUSSION:**

Funding from this millage is used throughout the county to provide health services to Genesee County residents that are uninsured. This renewal request would continue that work.

**IMPACT ON HUMAN RESOURCES:**

There is no impact on Human Resources.

**IMPACT ON BUDGET:**

This resolution creates no impact on the current fiscal year budget.

**IMPACT ON FACILITIES:**

There is no impact on Facilities.

**IMPACT ON TECHNOLOGY:**

There is no impact on Technology.

**CONFORMITY TO COUNTY PRIORITIES:**

The Genesee County Board of County Commissioners have prioritized a Health, Livable & Safe Community. In providing health services to those that are unable to pay the County works to further realize that priority for all residents.

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

LADIES AND GENTLEMEN:

WHEREAS, this Board of County Commissioners of Genesee County, Michigan (this "Board"), finds that there exists a large number of Genesee County residents who have low income and a lack of access to affordable health care options; and

WHEREAS, this Board finds that the availability of affordable health care options is essential to the health and welfare of the citizens of Genesee County; and

WHEREAS, in order to provide affordable health care options to Genesee County residents, the electorate of Genesee County authorized the levy of a 1.0 mill Health Care Services Millage on November 7, 2006, for the years 2006 through 2012, inclusive; and

WHEREAS, the electorate of Genesee County authorized a first renewal of the levy of the 1.0 mill Health Care Services Millage on November 6, 2012, for the years 2013 through 2019, inclusive, and a second renewal of the levy of a rolled-back 0.9980 mill Health Care Services Millage on November 6, 2018, for the years 2020 through 2026, inclusive; and

WHEREAS, the authorization to levy the second renewal of the Health Care Services Millage will expire at the end of 2026; and

WHEREAS, this Board finds that there continues to be a need for affordable health care options such as have been funded by the Genesee County Health Care Services Millage.

NOW, THEREFORE, BE IT RESOLVED, by this Board of County Commissioners of Genesee

County, Michigan, that the following question shall be submitted to a vote of the electorate of Genesee County, Michigan, on August 4, 2026, in a special election to be held in conjunction with the regular general election scheduled for that date:

**GENESEEE COUNTY HEALTH CARE SERVICES  
MILLAGE RENEWAL PROPOSAL**

Shall there be a renewal of the previously approved authorization of the Genesee County Board of Commissioners to levy a tax of 0.9680 mill (\$0.9680 per \$1,000.00 of taxable property valuation), less any reduction computed in 2026 pursuant to Michigan Compiled Laws section 211.34d, upon the taxable valuation of the property within Genesee County, as finally equalized, for each of the seven (7) years from 2027 through 2033, inclusive, for the purpose of providing, through the Genesee County Health Department, a health care services delivery system, such as the Genesee Health Plan, for uninsured low-income residents of Genesee County?

This is a renewal of the Genesee County Health Care Services Millage that expires after the 2026 levy. The estimated revenue that will be collected during the first year this millage is authorized and levied is \$13,094,771.

YES

NO

In Genesee County, there are local authorities that capture and use for authorized purposes tax increment revenues from property taxes levied by the County. Such captured revenue would include a portion of the proposed millage levy. The total amount of captured tax increment revenues from the proposed millage levy in the first calendar year of the levy is estimated to be \$451,056. The following such local authorities presently are expected to capture and receive disbursement of a portion of the County's property tax levy:

City of Clio Corridor Improvement Authority ("CIA"), Downtown Development Authority ("DDA"), and Neighborhood Improvement Authority ("NIA"); City of Davison DDA and Local Development Finance Authority ("LFDA"); City of Fenton DDA and LFDA; City of Grand Blanc DDA; City of Linden DDA; City of Montrose DDA; City of Swartz Creek DDA; Genesee County Brownfield Redevelopment Authority and Land Bank Authority; Davison Township DDA; Flint Township DDA, Beecher Road CIA, and Bristol Road CIA; Grand Blanc Township DDA; Mt. Morris Township Business Development Authority ("BDA"); Mundy Township Hill Road CIA; Vienna Township BDA; Village of Lennon DDA; Village of Otisville DDA; and Village of Otter Lake DDA.

Other such local authorities could be created in the future.

BE IT FURTHER RESOLVED, that the preceding question is hereby certified to the County Clerk/Register and, through the County Clerk/Register, to the Board of Election Commissioners of Genesee County.

BE IT FURTHER RESOLVED, that an election is called for August 4, 2026, throughout Genesee County, for the purpose of submitting the above-stated ballot question to the electorate.

BE IT FURTHER RESOLVED, that notice of the aforesaid election and of registration therefor shall be given, the ballots therefor shall be prepared, the election shall be conducted, and the results thereof shall be canvassed and certified, all as required by law, by the County Clerk/Register, the Board of Election Commissioners, the Board of County Canvassers, and other election officials.