Genesee County

Human Services Committee

Agenda

Wednesday, September 17, 2025	5:30 PM	324 S. Saginaw St., Auditorium

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **APPROVAL OF MINUTES**

RES-2025-2333 Approval of Meeting Minutes – September 3, 2025

IV. **PUBLIC COMMENT TO COMMITTEE**

V. **COMMUNICATIONS**

VI. **OLD BUSINESS**

VII. **NEW BUSINESS**

1. RES-2025-2070 Approval of an agreement between Genesee County and Hurley Medical Center, in an amount not to exceed $40,000.00, to provide histology services to the Medical Examiner's Office; the term of this agreement is October 1, 2025 through September 30, 2026; the cost of this agreement will be paid from account 1010-648.00-801.035

2. RES-2025-2075 Approval of an agreement between Genesee County and National Medical Services (NMS), in an amount not to exceed $218,000.00 ($180,000.00 in county testing & $38,000.00 for out of county testing), to provide toxicology services at Genesee County's Medical Examiner's Office; the cost of this agreement will be paid from the accounts listed

3. **RES-2025-2079** Approval of an agreement between Genesee County and Preferred Removal Services, in an amount not to exceed $180,000.00, to provide body removal services to the Medical Examiner's Office; the cost of this agreement will be paid from account 1010-648.00-801.006

4. **RES-2025-2193** Approval of a request to submit Corrective Action Plan to the Department of Health and Human Services Administration for Children and Families in response to Focus Area Two Monitoring Review

5. **RES-2025-2205** Approval of a Suicide Prevention and Lethal Means Safety Display in the Genesee County Administration Building lobby

6. **RES-2025-2213** Approval of a request to submit the Child and Adult Care Food Program Proposal and authorize the budget for 2025-2026

7. **RES-2025-2250** Approval of an agreement between Genesee County and Mass Transportation Authority, not to exceed $120,000.00, to provide Genesee County's Vets to Wellness program during FY26; the cost of this agreement will be paid using Veterans Services Millage Funding in account 2930-689.00-913.005

8. **RES-2025-2262** Approval of an agreement between Genesee County and Clio Community Schools, in an amount not to exceed $106,974.86, to provide food service for Genesee County's Head Start and Early Head Start programs; the term of this agreement is September 1, 2025 through August 31, 2026; the cost for this agreement will be paid from the accounts listed

9. **RES-2025-2264** Approval of an agreement between Genesee County and Montrose Community School District, in an amount not to exceed $53,487.43, to provide food service for Genesee County's Head Start and Early Head Start programs; the term of this agreement is September 1, 2025 through August 31, 2026; the cost for this agreement will be paid from the accounts listed

10. **RES-2025-2266** Approval of an agreement between Genesee County and Westwood Heights School District, in an amount not to exceed $106,974.86, to provide food service for Genesee County's Head Start and Early Head Start programs; the term of this agreement is September 1, 2025 through August 31, 2026; the cost for this agreement will be paid from the accounts listed

11. **RES-2025-2268** Approval of an agreement between Genesee County and Mt. Morris School District, in an amount not to exceed $53,487.43, to provide food service for Genesee County's Head Start and Early Head Start programs; the term of this agreement is September 1, 2025 through August 31, 2026; the cost for this agreement will be paid from the accounts listed

12. **RES-2025-2269** Approval of an agreement between Genesee County and Grand Blanc Community Schools, in an amount not to exceed $68,608.20, to provide food service for Genesee County's Head Start and Early Head Start programs; the term of this agreement is September 1, 2025 through August 31, 2026; the cost for this agreement will be paid from the accounts listed

13. **RES-2025-2270** Approval of an agreement between Genesee County and Genesee School District, in an amount not to exceed $53,487.43, to provide food service for Genesee County's Head Start and Early Head Start programs; the term of this agreement is September 1, 2025 through August 31, 2026; the cost for this agreement will be paid from the accounts listed

14. **RES-2025-2272** Approval of an agreement between Genesee County and Swartz Creek Community School District, in an amount not to exceed $53,487.43, to provide food service for Genesee County's Head Start and Early Head Start programs; the term of this agreement is September 1, 2025 through August 31, 2026; the cost for this agreement will be paid from the accounts listed

15. **RES-2025-2273** Approval of an agreement between Genesee County and Kearsley Community School District, in an amount not to exceed $106,974.86, to provide food service for Genesee County's Head Start and Early Head Start programs; the term of this agreement is September 1, 2025 through August 31, 2026; the cost for this agreement will be paid from the accounts listed

16. **RES-2025-2277** Approval of an agreement between Genesee County and Atherton School District, in an amount not to exceed $72,670.76, to provide food service for Genesee County's Head Start and Early Head Start programs; the term of this agreement is September 1, 2025 through August 31, 2026; the cost for this agreement will be paid from the accounts listed

17. **RES-2025-2282** Approval of an agreement between Genesee County and Bendle School District, in an amount not to exceed $34,304.10, to provide food service for Genesee County's Head Start and Early Head Start programs; the term of this agreement is September 1, 2025 through August 31, 2026; the cost for this agreement will be paid from the accounts listed

18. **RES-2025-2285** Approval of a request by Genesee County's Community Action Resource Department for a General Fund Appropriation, in an amount not to exceed $75,000.00, to provide for the administration of the 25Water Affordability – 2025 Grant

19. **RES-2025-2309** Approval of an amendment to an agreement between Genesee County and Genesee Health Plan, in an amount not to exceed $2,000,000.00 for a revised total of $7,000,000.00, to provide health care services to uninsured Genesee County residents; this is a millage funded agreement

VIII. OTHER BUSINESS

IX. ADJOURNMENT

Genesee County

Staff Report

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

File #: RES-2025-2333 **Agenda Date:** 9/17/2025 **Agenda #:**

Approval of Meeting Minutes - September 3, 2025

Genesee County

Human Services Committee

Meeting Minutes

Wednesday, September 3, 2025	**5:30 PM**	**324 S. Saginaw St., Bryant "BB" Nolden Auditorium**

I. CALL TO ORDER

Commissioner Winfrey called the meeting to order at 7:52 PM.

II. ROLL CALL

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

III. APPROVAL OF MINUTES

RES-2025-2229 Approval of Meeting Minutes – August 13, 2025

RESULT: APPROVED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. RES-2025-2031 Approval of the contract between Genesee County and the City of Burton, in an amount not to exceed $216,646.00, to provide for the operations of the Burton Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

2. **RES-2025-2033** Approval of an agreement between Genesee County and the Brennan Elm Park Senior Community, in an amount not to exceed $144,819.00, to provide for the operations of the Brennan Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

3. **RES-2025-2034** Approval of an agreement between Genesee County and the Carman-Ainsworth Senior Citizen Organization, in an amount not to exceed $216,646.00, to provide for the operations of the Carman-Ainsworth Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

4. **RES-2025-2035** Approval of an agreement between Genesee County and the Charter Township of Vienna, in an amount not to exceed $216,646.00, to provide for the operations of the Clio Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

5. **RES-2025-2036** Approval of an agreement between Genesee County and the Davison-Richfield Senior Citizens Activity Center, in an amount not to exceed $216,646.00, to provide for the operations of the Davison Area Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

6. **RES-2025-2037** Approval of an agreement between Genesee County and the Eastside Senior Citizens Association, in an amount not to exceed $216,646.00, to provide for the operations of the Eastside Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

7. **RES-2025-2038** Approval of an agreement between Genesee County and Flushing Area Senior Citizens, Inc., in an amount not to exceed $216,646.00, to provide for the operations of the Flushing Area Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

8. **RES-2025-2039** Approval of an agreement between Genesee County and Forest Township Area Senior Citizens, Inc., in an amount not to exceed $144,819.00, to provide for the operations of the Forest Township Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

9. RES-2025-2040 Approval of an agreement between Genesee County and Grand Blanc Township, in an amount not to exceed $216,646.00, to provide for the operations of the Grand Blanc Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

10. RES-2025-2041 Approval of an agreement between Genesee County and the Hasselbring Senior Center, in an amount not to exceed $144,819.00, to provide for the operations of the Hasselbring Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

11. RES-2025-2042 Approval of an agreement between Genesee County and the Heart of Senior Citizens Services, in an amount not to exceed $216,646.00, to provide for the operations of the Krapohl Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

12. RES-2025-2043 Approval of an agreement between Genesee County and the City of Linden, in an amount not to exceed $216,646.00, to provide for the operations of the Loose Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

13. RES-2025-2044 Approval of an agreement between Genesee County and Montrose Township, in an amount not to exceed $144,819.00, to provide for the operations of the Montrose Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

14. RES-2025-2045 Approval of an agreement between Genesee County and the Swartz Creek Area Senior Citizens, Inc., in an amount not to exceed $216,646.00, to provide for the operations of the Swartz Creek Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

15. RES-2025-2046 Approval of an agreement between Genesee County and Mundy Township, in an amount not to exceed $144,819.00, to provide for the operations of the Mundy Township Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

16. **RES-2025-2047** Approval of an agreement between Genesee County and Thetford Township, in an amount not to exceed $144,819.00, to provide for the operations of the Thetford Senior Center for the fiscal year ending 2026; the cost of this agreement will be paid from Genesee County's Senior Millage

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

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

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

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

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

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

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

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

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

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

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

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

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

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

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

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

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

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

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

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

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

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

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

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

29. **RES-2025-2064** Approval of a contract between Genesee County and St. Luke's NEW Life Center, in an amount not to exceed $210,000.00, to provide Lawn Care and Snow Maintenance for eligible Genesee County seniors; the cost for this contract will be paid from account 2231-691.00-883.025

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

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

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

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

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

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

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

33. **RES-2025-2107** Approval of two (2) grant award from the Health Resources and Services Administration, in the amount of $290,476.00 and $305,798.00, to provide for Genesee County's Healthy Start Initiative

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: Martin L. Cousineau

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

34. **RES-2025-2224** Approval of a request to create the Genesee County Senior Services Advisory Task Force

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

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

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 8:20 PM.

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

Genesee County

Staff Report

File #: RES-2025-2070 **Agenda Date:** 9/17/2025 **Agenda #:** 1.

To: Charles Winfrey, Human Services Committee Chairperson

From: Brian Hunter M.D.

RE: Approval of the first contract extension between Genesee County and Hurley Medical Center, in an amount not to exceed $40,000.00, to provide histology services to the Medical Examiner's Office

BOARD ACTION REQUESTED:

Approve contract extension with Hurley Medical Center for histology services.

BACKGROUND:

The original contract commenced on October 1, 2024 and is effective through September 30, 2025. The contract can be extended for two one-year terms.

DISCUSSION:

Histology (the microscopic examination of tissues and cells) is vital to the roll of the medical examiner's office in determining the cause of death. This is the first extension of the contract. This contract will be paid from 1010-648.00-801.035 and will not exceed $40,000.00

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

None

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

Medical examiners collaborate closely with law enforcement agencies, providing crucial forensic expertise for criminal investigations. By assisting in the prosecution of criminals, they contribute to public safety and discourage criminal activities. This, in turn, can help foster a safe environment for businesses to thrive and promote economic growth in the long run.

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 Medical Examiner's Office to authorize extending the contract between Genesee County and Hurley Medical Center, whereby the contractor will provide histology services for the period commencing October 1, 2025, through September 30, 2026, at a cost not to exceed $40,000.00 to be paid from account 1010-648.00-801.035, with a purchase order being issued at the beginning of the fiscal year, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the September 17, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

To: Charles Winfrey, Human Services Committee Chairperson

From: Brian Hunter M.D.

RE: Approval of a contract between Genesee County and Hurley Medical Center, in an amount not to exceed $40,000.00, to provide histology services to the Medical Examiner's Office

BOARD ACTION REQUESTED:
Approve contract with Hurley Medical Center for histology services.

BACKGROUND:
A request for proposal (RFP 24-393) properly submitted through the purchasing department for this service yielded one bid. The only bidder was Hurley Medical Center.

DISCUSSION:
Histology (the microscopic examination of tissues and cells) is vital to the roll of the medical examiner's office in determining the cause of death. The contract with Hurley Medical Center is a one-year contract with three one-year renewals. There is an estimated price increase of $10,000.00 in which a budget increase is required. This contract will be paid from 1010-648.00-801.035

IMPACT ON HUMAN RESOURCES:
None

IMPACT ON BUDGET:
A budget increase of $10,000 is required. Amendment is attached.

IMPACT ON FACILITIES:
None

IMPACT ON TECHNOLOGY:
None

CONFORMITY TO COUNTY PRIORITIES:
Medical examiners collaborate closely with law enforcement agencies, providing crucial forensic expertise for criminal investigations. By assisting in the prosecution of criminals, they contribute to public safety and discourage criminal activities. This, in turn, can help foster a safe environment for businesses to thrive and promote economic growth in the long run.

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 Medical Examiner's Office to authorize entering into a contract between Genesee County and Hurley Medical Center, whereby the contractor will provide histology services for the period commencing October 1, 2024, through September 30, 2025, at a cost not to exceed $40,000.00 to be paid from account 1010-648.00-801.035, with a budget increase of $10,000.00, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the November 13, 2024 meeting of the Finance 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.

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Hurley Medical Center, a Michigan Municipal Hospital, whose principal place of business is located at One Hurley Plaza, Flint, Michigan 48503 (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on October 1, 2024, and shall be effective through September 30, 2025 (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms"). Any such extension must be agreed to by Contractor and County in writing.

2. Scope of Work

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

3. Compensation

Unit Rate. The Contractor shall be paid according to the rates identified on Exhibit B. The total amount paid to the Contractor shall not exceed $40,000.00, annually. Provision of Services by Contractor in excess of $40,000 annually shall require a written Amendment to this Contract signed by both Parties. The Contractor must provide to the County monthly invoices in a form acceptable to the County. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

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

5. Contract Administrator

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

6. Warranties

The Contractor warrants that:

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

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

6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract so long as any such requirements are consistent with the respective obligations of the Parties pursuant to this Agreement.

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

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

6.6 Each party to this Agreement will remain responsible for any claims arising out of that Party's performance of this Agreement, as provided for in this Agreement or by law. This Agreement is not intended to either increase or decrease either Party's liability to or immunity from tort claims. This Agreement is not intended to give, nor will it be interpreted as giving, either party a right of indemnification either by contract or at law for claims arising out of the performance of this Agreement. Suspension of Work.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services upon receipt of notice provided in accordance with paragraph 16.11 of this Contract. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately, upon receipt of a written order of performance suspension under 7.1 above, notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as reasonably necessary to prevent or minimize such harm, injury or damage. Actions authorized, in writing, by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

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

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

8.2 Immediate Termination

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

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

8.3 Termination for Convenience

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

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

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination. The date of termination shall not be less than ten (10) days after notice is received by Contractor.

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

9. Nondiscrimination

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

10. Freedom of Information Act

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

11. Intellectual Property

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

12. Audit Rights

12.1 Certification of Accurate Information

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

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant. Any inspection of Contractor's plant by County shall occur during Contractor's regular business hours on a date and at a time mutually agreed to by the parties.

12.3 Audit

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

12.4 Records Retention

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

13. Identity Theft Prevention

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

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

14. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. Notwithstanding the forgoing, Contractor's professional liability coverage may be through the Hurley Medical Center Self-Insurance Trust. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of $1,000,000 per occurrence and a $2,000,000_aggregate limit. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

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

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles.

Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

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

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

14.1 Insurance Certificate and Additional Insured Coverage

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

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

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

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

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

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

15. Each party to this Agreement will remain responsible for any claims arising out of that party's performance of this Agreement, as provided for in this Agreement or by law. This Agreement is not intended to either increase or decrease either party's liability to or immunity from tort claims. This Agreement is not intended to give, nor will it be interpreted as giving, either party a right of indemnification either by contract or at law for claims arising out of the performance of this Agreement. Independent Contractor

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

16. General Provisions

16.1 Entire Contract

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

16.1.1. The Contract - This Professional Services Contract

16.1.2. Exhibit A - Description of the Services

16.1.3. Exhibit B - Cost

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

16.2 No Assignment

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

16.3 Modification

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

16.4 Binding Effect

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

16.5 Headings

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

16.6 Governing Law and Venue

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

16.7 Subpoena Power

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

16.8 Severability and Survival

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

16.9 Interpretation

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

16.10 Remedies

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

16.11 Notices

_Notices required by this Contract shall be personally delivered or sent by first class mail and certified mail to the party to be so notified at the following business address.

If to Contractor	**If to County**
Hurley Medical Center 1 Hurley Plaza Flint, MI 48503 Attn: Rebecca Lawrence	County of Genesee 1101 Beach Street Flint, MI 48502 Attn: Dr. Brian Hunter

The remainder of this page has been left intentionally blank and is followed by the signature page.

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

HURLEY MEDICAL CENTER

By:__________________________

Melany Gavulic,
President & CEO

Date:__________________________

COUNTY OF GENESEE

By: Delrico J. Loyd
Delrico J. Loyd (Jan 29, 2025 08:58 EST)

Delrico J. Loyd, Chairperson Board of County Commissioners

Date: 29/01/2025

EXHIBIT A

The Services

1. Provide pre-labeled tissue cassettes using case numbers provided to the lab by the Medical Examiner's Office.
2. Courier service to deliver pre-labeled cassettes and pick up tissues (already in cassettes) ready for processing and return prepared slices and blocks to the Medical Examiner's Office.
3. Routine turn-around-time, 7-10 days, STAT turnaround time, 3 days.
4. Conduct quality control assessment of final H & E histologic sections to ensure high quality work and to judge the adequacy of fixation time relative to quality outcome. Inform the Medical Examiner's office if additional fixation time is needed to ensure section quality.
5. Perform recuts at no charge if initial sections are deemed inadequate by the forensic pathologist.
6. Perform special stain histology services as requested by the Medical Examiner's office.

EXHIBIT B

Cost

Item number	Item description	Currency	Unit price
	Autopsy Case Routine (per case) 7-10 day TAT		$ 250.00
	Autopsy Case STAT (per case) 3 day TAT		$ 500.00
	Autopsy Case Frozen (per case)		$ 500.00
	Special Stain per block per slide		$ 20.00
	immunohistochemistry per block per slide		$ 30.00

Binder1

Final Audit Report 2025-01-29

Created:	2025-01-23
By:	Kieth Rumbold (KRumbold@geneseecountymi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAj0t98hGySZG282YJYcpYG9Wh6nX51_bx

"Binder1" History

Document created by Kieth Rumbold (KRumbold@geneseecountymi.gov)
2025-01-23 - 8:19:40 PM GMT

Document emailed to Delrico J. Loyd (dloyd@geneseecountymi.gov) for signature
2025-01-23 - 8:19:46 PM GMT

Email viewed by Delrico J. Loyd (dloyd@geneseecountymi.gov)
2025-01-23 - 8:20:40 PM GMT

Email viewed by Delrico J. Loyd (dloyd@geneseecountymi.gov)
2025-01-25 - 10:26:52 AM GMT

Email viewed by Delrico J. Loyd (dloyd@geneseecountymi.gov)
2025-01-26 - 4:15:00 AM GMT

Email viewed by Delrico J. Loyd (dloyd@geneseecountymi.gov)
2025-01-28 - 4:38:39 AM GMT

Email viewed by Delrico J. Loyd (dloyd@geneseecountymi.gov)
2025-01-29 - 7:00:32 AM GMT

Document e-signed by Delrico J. Loyd (dloyd@geneseecountymi.gov)
Signature Date: 2025-01-29 - 1:58:21 PM GMT - Time Source: server

Agreement completed.
2025-01-29 - 1:58:21 PM GMT

EXTENSION to Histology Contract

This Extension is between Genesee County, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Hurley Medical Center, a Michigan Municipal Hospital, whose principal place of business is located at One Hurley Plaza, Flint, Michigan 48503 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a histology contract effective October 1, 2024 (the "Agreement"), pursuant to which the Contractor would provide histology service for the Genesee County Medical Examiner's Office; and

WHEREAS, the Parties wish to amend the Agreement to extend the contract, pursuant to Paragraph 1.2 of the Agreement, for an additional one-year term, effective October 1, 2025 – September 30, 2026.

NOW THEREFORE, the Parties agree as follows:

1. The Term of the Agreement is hereby extended for an additional one-year term, for October 1, 2025 – September 30, 2026.

2. The compensation to be paid to the Contractor on this extension basis shall not exceed $40,000.00.

3. The remaining terms of the Agreement remain unchanged and in full effect.

HURLEY MEDICAL CENTER	COUNTY OF GENESEE
By:_________________________	By:_________________________
Melany Gavulic, President & CEO	Delrico Loyd, Chairperson Board of Commissioners
Date:_______________________	Date:_______________________

MICHIGAN CERTIFICATE OF
SPECIFIC/AGGREGATE EXCESS LIABILITY INSURANCE

To: Workers' Compensation Agency
Michigan Department of Labor & Economic Growth
P.O. Box 30016
Lansing, Michigan 48909

Fax #: 517-322-5944
Email GSI: kreinerj@michigan.gov
Email ISI: staubf@michigan.gov

This certifies that a workers' compensation excess liability insurance policy has been issued to the employers named below and the filing of this certificate is confirmation that the excess liability insurance policy identified below is effective on the date stated, that the policy form is approved for use in Michigan by the Insurance Commissioner and complies with all requirements in the Michigan Workers' Disability Compensation Act of 1969 and Administrative Rule 408.43k. Cancellation or intent to not renew the policy by the insurer or insured must be by courier, certified or registered mail and sent to the Bureau of Workers' Disability Compensation not less than 60 days prior to the cancellation or nonrenewal.

Name of Insured Employers: **Hurley Medical Center**

Name/Address of Insurer: **Midwest Employers Casualty Company**
14755 North Outer Forty Drive, Suite 300
Chesterfield, Missouri 63017

Policy Number: **EWC010086** **Effective Date:** **01/01/2025**

TERMS OF COVERAGE

Specific

Policy Limit:	**STATUTORY**
Retention:	**$600,000**
Policy Term:	**01/01/2025 to 01/01/2027**

Aggregate

Policy Limit:	**N/A**
Retention Percentage:	**N/A**
Minimum Retention:	**N/A**
Estimated Retention:	**N/A**
Policy Term:	**01/01/2025 to 01/01/2027**

Midwest Employers Casualty Company
(Insurer)

Philip S. Welt

(Authorized Signature)

This certificate is subject to the terms, conditions and limitations of the agreement referred to and does not modify or expand the coverage provided by said agreement.

Date certificate issued: **12/31/2024**

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY): 06/25/2025

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

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

PRODUCER	
Brown & Brown Insurance Services, Inc. 111 S. Leroy St. Ste 205 Fenton MI 48430	CONTACT NAME: Helga Kautman, CISR PHONE (A/C, No, Ext): (810) 629-1566 FAX (A/C, No): (810) 629-7738 E-MAIL ADDRESS: Helga.Kautman@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	
INSURER B : Travelers Casualty Company of Connecticut	36170
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Hurley Medical Center
Hurley Foundation
One Hurley Plaza
Flint MI 48503

COVERAGES **CERTIFICATE NUMBER:** CL2562558680 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		BCS2001618	07/01/2025	07/01/2026	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		BA-7W355150-25-43-G	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Genesee County is listed as additional insured with respects to general liability and auto liability.

CERTIFICATE HOLDER

Genesee County
1101 Beach Street
Flint MI 48502

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Helga Kautman

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision: Any person or organization when required by written contract or agreement, executed prior to the occurrence to which this insurance applies, that such person or organization be added as an additional insured on your policy
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable limits of Insurance.

HURLEY
MEDICAL CENTER

One Hurley Plaza
Flint, Michigan 48503

CERTIFICATE OF INSURANCE

POLICY PERIOD: January 1, 2025 to December 31, 2025

PROTECTED PARTY: Hurley Medical Center

TYPE: Professional liability for any and all events occurring during the Policy Period, regardless of when reported, for services provided on behalf of Hurley Medical Center and part of employee's designated responsibilities, regardless of the location those services are provided.

COVERAGE LIMITS NO LESS THAN:
Claim limit: $1,000,000
Aggregate limit: $3,000,000

This Certificate of Insurance is to confirm coverage under the Hurley Medical Center Self-Insurance Trust for the above Protected Party.

Hurley Medical Center
Risk Management
(810) 262-9045

Christine Wirt

Christine Wirt
Risk Coordinator

POLICY NUMBER:	CEL-MI-10085-0704-22
RENEWAL OF POLICY NUMBER:	CEL-MI-10085-0704-21
UNDERWRITER:	Berkley Healthcare Medical Professional, A division of Berkley Healthcare, An operating unit of Berkley Insurance Company On behalf of Admiral Insurance Company 16253 Swingley Ridge Road, Suite 375 Chesterfield, MO 63017

ITEM 1.	**NAMED INSURED:**	**Hurley Medical Center**
ITEM 2.	**ADDRESS:**	One Hurley Plaza Flint, MI 48503

ITEM 3.	**POLICY PERIOD:**	From: 7/1/2025 To: 7/1/2026 (As of 12:01 a.m. at the Address set forth in Item 1)

ITEM 4.	**COVERAGE:**	A. Healthcare Facility Excess Professional Liability (Claims Made) B. Healthcare Facility Excess General Liability (Occurrence) C. Follow-Form Excess Liability

ITEM 5. COMPANY'S LIMIT OF LIABILITY:		
A.	$20,000,000*	Each **Loss Event**
B.	$20,000,000* *(IAD) The Company's Limit of Liability is subject to a $10,000,000/$10,000,000 Inner Aggregate Deductible (IAD) which is the responsibility of the Insured. The IAD reduces the Company's Limits of Liability.	Policy Period Aggregate

☒ Limits of Liability apply to **Loss** and **Expenses, Costs and Interest**.
☐ Limits of Liability apply to **Loss**; **Expenses, Costs and Interest**; pro rata reimbursement of **Expenses, Costs and Interest**.
☐ Limits of Liability apply only to **Loss**

ITEM 6. PREMIUM:	
Policy Premium	$350,000
TRIA Premium	Declined
Total Policy Premium	$350,000

ITEM 7. RETROACTIVE DATE:	
A.	Applicable to Healthcare Facility Excess Professional Liability (COVERAGE A)
B.	If any of the coverages set forth in the Schedule of Underlying are written on a "Claims-Made" basis, then the **Retroactive Date** of this Policy is the same as the **Retroactive Date** contained in the **Underlying Insurance** unless stated herein: ________________________

ITEM 8. MINIMUM AND FULLY EARNED PREMIUM:	35%

SCHEDULE OF UNDERLYING		
UNDERLYING AMOUNTS		
Which is Excess of:		
COVERAGE A: Healthcare Facility Professional Liability – Claims Made	$12,000,000 NIL	Each Loss Event Policy Period Aggregate
COVERAGE B: Healthcare Facility General Liability - Occurrence	$2,000,000 $4,000,000	Each Loss Event Policy Period Aggregate
☒ **Underlying Amounts** are reduced by **Expenses, Costs and Interest** ☐ **Underlying Amounts** are reduced by **Expenses, Costs and Interest** pro-rata ☐ **Underlying Amounts** are not reduced by **Expenses, Costs and Interest**		
UNDERLYING INSURANCE		
COVERAGE C:		
Commercial Auto Liability	$1,000,000	Combined Single Limit
Employer's Liability	$1,000,000 $1,000,000 $1,000,000	Each Accident Disease - Each Employee Disease – Policy Aggregate
Employee Benefits Liability	$1,000,000 $1,000,000	Each Loss Event Policy Period Aggregate
Helipad Liability	$10,000,000	Each Loss Event
Non-Owned Aircraft Liability	$10,000,000	Each Loss Event
	With respect to Underlying Insurance scheduled, Expenses, Costs and Interest will apply in accordance with the terms and conditions of the Underlying Insurance.	
CONTINUING UNDERLYING AMOUNT The CUA applies to all aggregated coverages.	$50,000	Each Loss Event
COVERAGE A AND COVERAGE B ARE NOT SUBJECT TO THE TERMS, CONDITIONS, DEFINITIONS OR EXCLUSIONS OF ANY **OTHER INSURANCE**, INCLUDING BUT NOT LIMITED TO, INSURANCE THAT APPLIES TO ALL OR PART OF THE **UNDERLYING AMOUNTS**.		

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

File #: RES-2025-2075 **Agenda Date:** 9/17/2025 **Agenda #:** 2.

To: Charles Winfrey, Human Services Committee Chairperson

From: Brian Hunter M.D.

RE: Approval of a contract extension between Genesee County and National Medical Services (NMS), in an amount not to exceed $218,000.00 ($180,000.00 in county testing & $38,000.00 for out of county testing), to provide toxicology services to the Medical Examiner's Office

BOARD ACTION REQUESTED:

Approve contract extension with associated budget amendment with NMS for toxicology services.

BACKGROUND:

Toxicology is a critical component of determining the cause of death in Medical Examiner cases and is performed on every autopsy.

DISCUSSION:

The medical examiner's office requests to extend its contract with NMS for two additional years. Total cost of the contract not to exceed $218,000.00 annually ($180,000 in county toxicology and $38,000.00 out of county toxicology) to be paid from 1010-648.00-801.036 and 1010-648.00-801.037 with a purchase order being issued at the beginning of each fiscal year. Due to a price increase associated with the extension, a budget amendment of $33,000.00 is necessary, $20,000.00 to 1010-648.00-801.036 toxicology fees and $13,000.00 to 1010-648.00-801.037 out of county toxicology.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

An increase of $28,000.00 is needed due to an increase in pricing.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

Medical Examiner's Office plays a crucial role in helping communities live healthy and safe by providing several important functions such as monitoring drug-related deaths: Medical examiners often play a crucial role in monitoring and addressing drug-related deaths within a community. By conducting toxicology screenings and analyzing the cause of death in cases where substance abuse may be involved, they can help identify high-risk substances, evaluate the impact of drug epidemics, and guide public health interventions, such as drug education programs or targeted enforcement efforts.

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 Medical Examiner's Office to authorize extending the contract between Genesee County and National Medical Services (NMS), whereby the contractor will provide Toxicology services for the two-year extension period commencing October 1, 2025, through September 30, 2027, at a cost not to exceed $218,000.00 annually ($180,000 in county toxicology and $38,000.00 out of county toxicology) to be paid from accounts 1010-648.00-801.036 and 1010-648.00-801.037, with the associated budget increase of $33,000.00 ($20,000.00 to 1010-648.00-801.036 and $13,000.00 to 1010-648.00-801.037, with a purchase order being issued at the beginning of each fiscal year, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the September 17, 2025 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: 9/3/2025 BA

GL #	DESCRIPTION	Increase/(Decrease)
1010-648.00-801.036	Toxicology Fees	20,000.00
1010-648.00-801.037	Out of County Toxicology	13,000.00

APPROVED BY: ____

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and National Medical Services, Inc. dba NMS Labs, a Pennsylvania corporation, whose principal place of business is located at 200 Welsh Road, Horsham PA 19044 (the "Contractor") (the County and the Contractor together, the "Parties").

1. **Term**

1.1 Initial Term

The initial term of this Contract commences on June 1, 2022, and shall be effective through September 30, 2025 (the "Initial Term").

1.2 Extension Terms

Upon mutual agreement of both parties, the Agreement with updated pricing terms can be renewed for two additional one year terms (the "Extension Terms").

2. **Scope of Work**

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

3. **Compensation**

The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed $190,000.00 annually. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

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

5. **Contract Administrator.**

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

6. **Warranties**

The Contractor warrants that:

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

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

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

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

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

7. Suspension of Work

7.1 Order to Suspend Performance

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

7.2 Necessary Actions Before Suspension

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

8. Termination

8.1 Termination for Cause

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

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

8.2 Immediate Termination

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

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

8.3 Termination for Convenience

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

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

8.4 Termination for Lack of Funding

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

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

9. Nondiscrimination

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

10. Freedom of Information Act

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

11. Intellectual Property

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

12. Audit Rights

12.1 Certification of Accurate Information

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

12.2 Inspection

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

12.3 Audit

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

12.4 Records Retention

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

13. Identity Theft Prevention

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

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

14. Insurance Requirements and Indemnification

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

14.1 Insurance Certificate and Additional Insured Coverage

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

14.2 Indemnification

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

15. Independent Contractor

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

16. General Provisions

16.1 Entire Contract

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

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

16.1.3 Exhibit B – The Insurance Checklist

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

16.2 No Assignment

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

16.3 Modification

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

16.4 Binding Effect

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

16.5 Headings

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

16.6 Governing Law and Venue

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

16.7 Subpoena Power

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

16.8 Severability and Survival

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

16.9 Interpretation

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

16.10 Remedies

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

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

NATIONAL MEDICAL SERVICES	COUNTY OF GENESEE
By:	By:
Dan Monahan President and CEO	Domonique Clemons, Chairperson Board of County Commissioners
Date: September 22, 2022	Date: 9/15/2022

EXHIBIT A
Description of the Services

The Vendor shall provide forensic postmortem toxicology testing of fluids, blood, vitreous, tissue, and urine samples for the Medical Examiner Office on an as needed basis.

1. Vendor shall perform or contract with another agency to perform the following types of tests on blood, vitreous, tissue and or urine, and requested:

   a) Postmortem toxicology testing using basic, expanded, and expert Panels to include the testing technology listed below as needed

   b) Gas and liquid Chromatography with multiple detectors (GC/NPD, GC/FID, GC/MS, HPLC/UV, HPLC/Fluorescence, HPLC/EC, HPLC/DAD)

   c) ICP/MS - one shot broad screening for metals and metalloids (approximately 72 elements)

   d) GC/MS

   e) LC/MS

   f) LC/MS/MS

   g) Ion Chromatography - required in forensic cases for cations and Anions

2. Vendor must provide accurate listing of specific compounds and reporting limits for all testing performed.

3. Vendor must use two independent testing technologies (tests twice) for analyte identification and quantitation, which supports SOFT (Society of Forensic Toxicology) guidelines for testing.

4. Vendor must provide summary analyses on testing results which includes information that assists in interpretation of results.

5. Providers must be accredited by the following organizations: • American Board of Toxicology • ANSI-ASQ • American Society of Crime Laboratory Directors

6. Providers must provide embedded literature-based reference data into individual laboratory reports including a description of normal and abnormal findings in the samples along with etiology, acceptable level ranges and cause and effect of abnormal values and clinical case discussions.

Fee Schedule:

Description	Projected Quantity	Unit Price
Carbon Monoxide Exposure Blouptake Screen, Blood	20	$55
Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic)	60	$62
Postmortem, Expanded, Blood (Forensic)	675	$233
Postmortem, Expanded, Tissue (Forensic)	45	$356
Postmortem, Urine Screen Add-on (6-MAM Quantification only)	675	$0

Fee Schedule (cont.)

Acode	Description	Client Price
0170FL	Alcohol Panel, Fluid	$0
0170U	Alcohol Panel, Urine	$62
56548	Carbon Monoxide Exposure Biouptake Confirmation, Blood	$55
10028	Carbon Monoxide Exposure Biouptake Screen, Blood	$55
1919FL	Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic)	$62
87568	Novel Psychoactive Substances (NPS) Screen 1, Blood	$275
8756U	Novel Psychoactive Substances (NPS) Screen 1, Urine	$275
80518	Postmortem, Basic, Blood (Forensic)	$152
8051FL	Postmortem, Basic, Fluid (Forensic)	$215
8051SP	Postmortem, Basic, Serum/Plasma (Forensic)	$152
8051TI	Postmortem, Basic, Tissue (Forensic)	$275
8051U	Postmortem, Basic, Urine (Forensic)	$152
80528	Postmortem, Expanded, Blood (Forensic)	$233
8052FL	Postmortem, Expanded, Fluid (Forensic)	$294
8052SP	Postmortem, Expanded, Serum/Plasma (Forensic)	$233
8052TI	Postmortem, Expanded, Tissue (Forensic)	$356
8052U	Postmortem, Expanded, Urine (Forensic)	$233
8050U	Postmortem, Urine Screen Add-on (6-MAM Quantification only)	$0
RETURN	Specimen Return/Handling	$0
8665FL	6-Monoacetylmorphine - Free (Unconjugated), Fluid	$197
9562U	Synthetic Cannabinoid Metabolites Screen - Expanded (2019 Scope), Urine (Forensic)	$105
87568	Novel Psychoactive Substances (NPS) Screen 1, Blood	$275
8756U	Novel Psychoactive Substances (NPS) Screen 1, Urine	$275
95608	Synthetic Cannabinoids Screen (2019 Scope), Blood	$221

All other testing ordered during this effective period will be billed at the fees referenced in the NMS Labs 2022 Fee Schedule. Prepaid Federal Express air bills will be provided for shipping samples to NMS Labs for testing via Standard Overnight delivery service. All samples will be retained for a period of twelve (12) months from the date of the final report. Samples will then be discarded after the retention period unless notified by your office in writing with alternate instructions regarding the disposition of the specimens.

EXHIBIT B

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: ITB #22-278 –Postmortem Toxicology Testing Services

Coverage Required Limits (Figures denote minimums)

X 1. Workers' Compensation	Statutory limits of Michigan
X 2. Employers' Liability	$100,000 accident/disease $500,000 policy limit, disease
X 3. General Liability	Including Premises/operations $1,000,000 per occurrence with $2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
X 4 Professional liability	$1,000,000 per occurrence with $2,000,000 aggregate Including errors and omissions
___ 5. Medical Malpractice	$200,000 per occurrence $600,000 in aggregate
X 6. Automobile liability	$1,000,000 combined single limit each accident- Owned, Hired, Non-owned
X 7 Umbrella liability/Excess Coverage	$1,000,000 BI & PD and PI

X 8 Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional insured language in the policy must be included with the certificate.

___ 9. Other insurance required

X 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)

X 11 The certificate must state bid number and title 22-278 –Postmortem Toxicology Testing Services

Insurance Agent's Statement

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

___ The above required policies carry the following deductibles

N/A

___ Liability policies are occurrence X claims made X GL is occurrence, Medical Malpractice & Prof Liab are claims made

Aya Ajaj

Insurance Agent

Signature Aya Ajaj

Prospective Contractor's Statement

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

Contractor Signature

Andrew C. Nolan 3 22-2022

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

ITB #22-278 13

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/21/2022

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Evanston Insurance Company — 35378
INSURED National Medical Services, Inc. dba NMS Labs 200 Welsh Road Horsham PA 19044	INSURER B: Travelers Property Casualty Company of Ame — 25674
	INSURER C: Travelers Casualty Insurance Company of Am — 19046
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: W24197424 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL LIABILITY X INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			[illegible]	04/15/2021	04/15/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			BA [illegible]	04/15/2021	04/15/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE X DED RETENTION $			[illegible]	04/15/2021	04/15/2022	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB [illegible]	04/15/2021	04/15/2022	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Errors & Omissions			[illegible]	04/15/2021	04/15/2022	Per Claim	$1,000,000
							Aggregate	$1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
Genesee County Purchasing Department 1101 Beach Street, Room 361 Flint, MI 48502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

SR ID: 22351656 BATCH: 2456849

EXTENSION to Toxicology Contract

This Extension is between Genesee County, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and National Medical Services, inc. dba NMS Labs, a Pennsylvania corporation; whose principal place of business is located at 200 Welsh Road, Horsham PA 19044 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a toxicology contract effective June 1, 2022 (the "Agreement"), pursuant to which the Contractor would provide toxicology services for the Genesee County Medical Examiner's Office; and

WHEREAS, the Parties wish to amend the Agreement to extend the contract, pursuant to Paragraph 1.2 of the Agreement, for an additional two-year term, effective October 1, 2025 – September 30, 2027.

NOW THEREFORE, the Parties agree as follows:

1. The Term of the Agreement is hereby extended for an additional two-year term, for October 1, 2025 – September 30, 2027.

2. The compensation to be paid to the Contractor on this extension basis shall not exceed $218,000.00 annually.

3. The Agreement is hereby amended to incorporate the Updated Fee Schedule, attached hereto as Attachment A and made a part of this Extension.

4. Except as specifically amended by this Extension, all remaining terms and conditions of the Agreement shall remain unchanged and in full force and effect.

NATIONAL MEDICAL SERVICE

By:__________________________

Date:________________________

COUNTY OF GENESEE

By:__________________________
Delrico Loyd, Chairperson
Board of Commissioners

Date:________________________

ATTACHMENT A

March 13th, 2025

Genesee County Medical Examiner's Office
Attn: Kieth R. Rumbold, Administrator
PO Box 7670
Flint, MI 48507

Dear Kieth:

Thank you for your continued support of NMS Labs for your testing needs. Based upon the projected volumes, NMS can offer the Genesee County Medical Examiner discounted pricing on our services. The following tests will be discounted from NMS Labs' Current List Price Fee Schedule. The discounts offered are based upon the testing volume listed below.

Client ID(s): 10285
Price Code Number: GENC

Pricing Effective Date: 10/1/25
Pricing Expiration Date: 9/30/2027

Test	Test Name	Projected Volume	Current List Price	Discount Price
8665FL	6-Monoacetylmorphine - Free (Unconjugated), Fluid	1	$331	$213
0170FL	Alcohol Panel, Fluid	5	$134	$0
0170U	Alcohol Panel, Urine		$77	$67
5654B	Carbon Monoxide Exposure Biouptake Confirmation, Blood	12	$104	$59
1002B	Carbon Monoxide Screen, Confirmation Separate Fee, Blood	23	$140	$59
1919FL	Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic)	47	$119	$67
8756B	Novel Psychoactive Substances (NPS) Screen, Blood		$389	$297
8756U	Novel Psychoactive Substances (NPS) Screen, Urine		$389.00	$297
8051B	Postmortem, Basic, Blood (Forensic)	2	$290	$164
8051FL	Postmortem, Basic, Fluid (Forensic)		$443	$232
8051SP	Postmortem, Basic, Serum/Plasma (Forensic)		$290	$164
8051TI	Postmortem, Basic, Tissue (Forensic)		$520	$297
8051U	Postmortem, Basic, Urine (Forensic)		$290	$164
8052B	Postmortem, Expanded, Blood (Forensic)	534	$430	$252
8052FL	Postmortem, Expanded, Fluid (Forensic)	1	$705	$318
8052SP	Postmortem, Expanded, Serum/Plasma (Forensic)	1	$430	$252
8052TI	Postmortem, Expanded, Tissue (Forensic)	45	$780	$384
8052U	Postmortem, Expanded, Urine		$430	$252

	(Forensic)			
8050U	Postmortem, Urine Screen Add-On (6-MAM Quantification only) (Forensic)	287	$43	$0
RETURN	Specimen Return/Handling		$66	$0
9562U	Synthetic Cannabinoid Metabolites Screen - Expanded, Urine		$140	$113
9560B	Synthetic Cannabinoids Screen, Blood	2	$284	$239

All other testing ordered during this effective period will be billed at the fees referenced in the NMS Prevailing Fee Schedule, which changes every January 1st. Prepaid Federal Express air bills will be provided to ship samples to NMS Labs for testing via Standard Overnight delivery service. All samples will be retained for twelve (12) months from the date of the final report. Samples will then be discarded after the retention period unless notified by your office in writing with alternate instructions regarding the disposition of the specimens. NMS Labs works diligently to maintain our discounted prices and will evaluate the pricing for this group in 24 months for any necessary pricing increases.

Your account will be invoiced monthly for all services completed during the preceding month e.g. – the invoice for testing completed in July will be received in early August. Normal payment terms are net 30 days upon receipt of each invoice.

NMS Labs looks forward to our continued partnership with the Genesee County Medical Examiner.

Sincerely,

J. Eric White

Sr. Territory Manager
Cell: 215-205-1359
E-mail: eric.white@nmslabs.com
CC: D365 Data Base

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/11/2025

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

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

PRODUCER
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: WTW Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378
FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com

INSURED
National Medical Services, Inc. dba NMS Labs
200 Welsh Road
Horsham, PA 19044

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	35378
INSURER B : Travelers Property Casualty Company of Ame	25674
INSURER C : Phoenix Insurance Company	25623
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** W40008281 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; X CONTRACTUAL LIABILITY; X INCLUDED; GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY; PRO-JECT; LOC; OTHER:	Y		MKLV1PHP000009	08/15/2025	08/15/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
B	AUTOMOBILE LIABILITY; X ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY	Y		BA-3N062901-25-I2-G	08/15/2025	08/15/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB; X OCCUR; EXCESS LIAB; CLAIMS-MADE; X DED; RETENTION $ 0	Y		MKLV1UHC000049	08/15/2025	08/15/2026	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY; ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No; If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-8K529095-25-I2-G	08/15/2025	08/15/2026	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	ERRORS & OMISSIONS	Y		MKLV1PHP000009	08/15/2025	08/15/2026	Per Claim	$1,000,000
							Aggregate	$3,000,000

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

Genesee County is included as an Additional Insured as respects to General Liability, Auto Liability, Error & Omissions, and Umbrella Liability.

CERTIFICATE HOLDER

Genesee County
Purchasing Department
101 Beach Street, Room 361
Flint, MI 48502

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Patricia A Forry

SR ID: 28224305 BATCH: 4078698

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

POLICY NUMBER:
MKLV1PHP000009

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED PROFESSIONAL LIABILITY (REQUIRED BY CONTRACT)

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART - CLAIMS MADE

In consideration of the premium paid, it is hereby understood and agreed that the policy is amended as follows:

1. Section The Insured is amended by the addition of the following:

   Whenever used in this Coverage Part, the unqualified word Insured shall also mean Additional Insured.

2. Additional Insured means, whenever used in this endorsement, the following:

   Any natural person or legal entity to whom the Named Insured is obligated by valid written contract or written agreement:

   a. Executed prior to the date of an act, error or omission in Professional Services; and
   b. To provide coverage as an additional insured, but only as respects Claims that arise out of the conduct of Professional Services rendered or that should have been rendered by an Insured that is not an Additional Insured and that are otherwise covered herein.

3. In the event that the Limits of Liability stated in the Declarations for this Coverage Part exceed the limits of liability required by such contract or agreement, coverage provided by this endorsement shall not exceed the limits of liability required by such contract or agreement.

4. Where no coverage shall apply herein for the Insured which is not an Additional Insured, no coverage or defense shall be afforded to the Additional Insured.

5. Section Defense, Settlements and Claim Expenses is amended by the addition of the following:

   The company's obligation to provide defense shall not be severable with respect to the additional insured and all other insureds hereunder.

   With respect to the Additional Insured and any other Insured hereunder, all Insureds shall be represented by the same attorney unless mutual representation is prohibited by law or by any applicable professional code of conduct.

6. This insurance shall be primary and non-contributory insurance to any other insurance afforded to the Additional Insured.

7. As respects the coverage afforded to the Additional Insured, Section Limits of Liability C. is deleted and replaced with the following:

   C. Limit of Liability-Reduction for Refusal to Settle: The Company shall not settle any Claim against the Additional Insured without the consent of the first Named Insured. If, however, such Named Insured shall refuse to consent to any settlement recommended by the Company and shall elect to contest the Claim or continue any legal proceedings in connection with such Claim, then the Company's liability for the Claim shall not exceed the amount for which the Claim could have been so settled including Claim Expenses incurred up to the date of such refusal. Such amounts are subject to the provisions of the above Limits of Liability A. and B

8. Solely for purposes of this contract, POLICY CONDITIONS, Q. Transfer of Rights of Recovery Against Others to Us, does not apply.

All other terms and conditions remain unchanged.

POLICY NUMBER:
MKLV1PHP000009

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT
BODILY INJURY/PROPERTY DAMAGE LIABILITY (BLANKET)

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART OCCURRENCE COVERAGE

SCHEDULE

Additional Insured (Name of Person or Organization): any person or organization to whom the Named Insured is obligated by written contract or written agreement to provide coverage as an additional insured to such person or organization

In consideration of the premium paid, it is hereby understood and agreed that the policy is amended as follows:

1. Section THE INSURED is amended by the addition of the following:

   The unqualified word Insured shall also mean Additional Insured stated in the Schedule, but only with respect to liability for Bodily Injury or Property Damage which arises out of only those Specified Products, Goods, Operations or Premises stated in the Declarations and provided the Named Insured is required to include such Additional Insured as an additional insured on this policy by a written contract or written agreement in effect during this Policy Period and executed prior to the happening of the Bodily Injury, Property Damage and Occurrence.

2. No coverage shall be afforded to the above Additional Insured for Bodily Injury or Property Damage or to any Employee or to any obligation of the Additional Insured to indemnify another because Damages arising out of such injury.

3. Where no coverage shall apply herein for the Named Insured, no coverage or defense shall be afforded to the above Additional Insured.

4. This insurance shall be primary and non-contributory insurance to any other insurance afforded to the Additional Insured.

5. Solely for purposes of this contract, **POLICY CONDITIONS, H. Subrogation**, does not apply.

All other terms and conditions remain unchanged.

DESCRIPTION: 9/3/2025 BA

GL #	DESCRIPTION	Increase/(Decrease)
1010-648.00-801.036	Toxicology Fees	20,000.00
1010-648.00-801.037	Out of County Toxicology	13,000.00

APPROVED BY: ____

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

Genesee County

Staff Report

File #: RES-2025-2079 **Agenda Date:** 9/17/2025 **Agenda #:** 3.

To: Charles Winfrey, Human Services Committee Chairperson

From: Brian Hunter M.D.

RE: Approval of an agreement between Genesee County and Preferred Removal Services, in an amount not to exceed $180,000.00, to provide body removal services to the Medical Examiner's Office; the cost of this agreement will be paid from account 1010-648.00-801.006

BOARD ACTION REQUESTED:

Approve contract extension with Preferred Removal Services for body removal

BACKGROUND:

The original contract commenced on July 1, 2024 and is effective through September 30, 2025. The contract can be extended for three one-year terms.

DISCUSSION:

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

None

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

The Medical Examiner's Office provides valuable insight into public health trends within a community. By identifying emerging health issues or areas of concern, we enable public health agencies to implement targeted interventions and preventive measures. This proactive approach to community health leads to healthier residents.

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 Medical Examiner's Office to authorize extending the contract between Genesee County and Preferred Removal Services, whereby the contractor will provide body removal services for the period commencing October 1, 2025, through September 30, 2026, at a cost not to exceed $180,000.00 to be paid from account 1010-648.00-801.006, with a purchase order being issued at the beginning of the fiscal year, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the September 17, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Preferred Removal Services, a Michigan Municipal Corporation, whose principal place of business is located at 2417 South Saginaw Street, Flint, Michigan 48503 (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on July 1, 2024, and shall be effective through September 30, 2025 (the "Initial Term").

1.2 Extension Terms

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

2. Scope of Work

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

3. Compensation

Unit Rate. The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed $265,000.00. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

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

5. Contract Administrator

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

6. Warranties

The Contractor warrants that:

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

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

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

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

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

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

7. Suspension of Work

7.1 Order to Suspend Performance

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

7.2 Necessary Actions Before Suspension

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

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the

Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

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

8.2 Immediate Termination

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

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

8.3 Termination for Convenience

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

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

8.4 Termination for Lack of Funding

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

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

9. Nondiscrimination

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

10. Freedom of Information Act

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

11. Intellectual Property

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

12. Audit Rights

12.1 Certification of Accurate Information

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

12.2 Inspection

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

12.3 Audit

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

12.4 Records Retention

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

13. Identity Theft Prevention

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

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

14. Insurance Requirements and Indemnification

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

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of $1,000,000 per occurrence and a $2,000,000_aggregate limit. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

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

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

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

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

14.1 Insurance Certificate and Additional Insured Coverage

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

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

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

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

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

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

14.2 Indemnification

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

15. Independent Contractor

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

16. General Provisions

16.1 Entire Contract

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

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

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

16.2 No Assignment

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

16.3 Modification

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

16.4 Binding Effect

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

16.5 Headings

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

16.6 Governing Law and Venue

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

16.7 Subpoena Power

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

16.8 Severability and Survival

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

16.9 Interpretation

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

16.10 Remedies

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

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

PREFERRED REMOVAL SERVICES, INC.	COUNTY OF GENESEE
By:	By:
Thomas Boaz	~~Ellen Ellenburg~~ James Avery Chairperson
President/Owner	Board of County Commissioners
Date: 8-10-2024	Date: 8/8/24

EXHIBIT A
Description of the Services

1. Within 15 minutes, answer a call from a Medical Examiner Scene Investigator or another representative of the Genesee County Medical Examiner's Office, 7 days a week, 24 hours a day.

2. Provide one or more conveyance vehicles capable of transporting the deceased to the Genesee County morgue or other location as directed by the Medical Examiner Scene Investigator.

3. Equip body removal conveyance vehicles with body removal transport bags, identification tags for remains, tamper evident seals, gurneys, healthcare supplies needed to meet universal precaution standards, and safety supplies needed to meet hazardous materials/condition events.

4. 4. Provide continuing education, at least annually, to staff of the body removal service on such topics as universal precaution standards, hazardous materials/conditions and such other topics as instructed by the Medical Examiner Office and as deemed necessary by the body removal service to assure safe and high-quality services.

5. Preserve death scenes during the body removal process, i.e. not disturbing the placement or location of anything on-scene other than the body.

6. Cooperate with and take direction from, on-scene and elsewhere, the Medical Examiner, Deputy Medical Examiners, Medical Examiner Scene Investigators, law enforcement personnel and public safety officials in processing a body (e.g. wrapping a body, labeling, numbering, and sealing a tag on the body removal bag).

7. Maintain complete records describing the handling, storage, shipment, or disposition of body and personal effects, including who on the body removal staff handled them at any point, and when they were handled including time and date.

8. Convey a body to morgue, or other location as directed by the Medical Examiner Scene Investigator

9. Complete any reporting form provided by the Medical Examiner's Office and as determined necessary by the Office to document required activities and observations.

10. Submit invoices monthly to the County on the first of each month. Such invoices will include the name of the deceased, the place of recovery, the date of recovery, number of total loaded miles and such other reports and documentation as noted above and as otherwise required by the Medical Examiner's Office.

11. Comply with requests for legal testimony, court appearance or such other

representation as requested by the Medical Examiner's Office.

12. Provide a dispatch service that can receive calls reporting deaths, which fall under the medical examiner's jurisdiction, maintain a record of all calls received. The dispatch service must have a demonstrated track record of handling requests for service from any agency in the community.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/15/2025

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

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

PRODUCER
Al Bourdeau Insurance Agency
3835 Davison Road
Flint MI 48506

CONTACT NAME: Melissa Tinnin
PHONE (A/C, No, Ext): (800) 537-3373 FAX (A/C, No):
E-MAIL ADDRESS: Melissa.Tinnin@AlBourdeau.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Michigan Millers Mutual	14508
INSURER B :	ICW Group Insurance Companies	
INSURER C :	RLI Insurance Company	
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Preferred Removal Services Inc
2417 Saginaw Street
Flint MI 48503

COVERAGES **CERTIFICATE NUMBER:** CL2410881899 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY; PRO-JECT; LOC; OTHER:	Y		C0524007	10/02/2024	10/02/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY; ANY AUTO; OWNED AUTOS ONLY; X SCHEDULED AUTOS; X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY	Y		C0524007	10/02/2024	10/02/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB; X OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $			L0303853	10/02/2024	10/02/2025	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y; If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WMI 5073522 00	10/02/2024	10/02/2025	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Professional Liability			RTP0048212	08/15/2025	08/15/2026	Professional Liability	$1,000,000

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

Professional Services Contract for Body Removal Services - Genesee County Medical Examiner 2025-2026.

Gensee County is named as Additional Insured in regards to General Liability and Auto Liability insurance as required by written contract.

CERTIFICATE HOLDER

Genesee County Medical Examiner
4800 South Saginaw St
Suite 1200
Flint MI 48507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

First Extension to Removal Contract

This Extension is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the “County”), and Preferred Removal Services, a Michigan Municipal Corporation, whose principal place of business is located at 2417 South Saginaw Street, Flint, Michigan 48503 (the “Contractor”) (the Contractor and the County together, the “Parties”).

WHEREAS, the Parties executed a Removal contract effective July 1, 2024 (the “Agreement”), pursuant to which the Contractor would provide body removal service for the Genesee County Medical Examiner’s Office; and

WHEREAS, the Parties wish to amend the Agreement to extend the contract, pursuant to Paragraph 1.2 of the Agreement, for an additional one-year term, effective October 1, 2025 – September 30, 2026.

NOW THEREFORE, the Parties agree as follows:

1. The Term of the Agreement is hereby extended for an additional one-year term, for October 1, 2025 – September 30, 2026.

2. The compensation to be paid to the Contractor on this extension shall not exceed $180,000.00.

3. The remaining terms of the Agreement remain unchanged and in full effect.

PREFERRED REMOVAL SERVICES

By:__________________________
Albert Boaz,
President & CEO

Date:________________________

COUNTY OF GENESEE

By:__________________________
Delrico Loyd, Chairperson
Board of Commissioners

Date:________________________

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

Genesee County

Staff Report

File #: RES-2025-2193 **Agenda Date:** 9/17/2025 **Agenda #:** 4.

To: Charles Winfrey, Human Services Committee Chairperson

From: Pamela Coleman, GCCARD Director

RE: Approval of a request to submit Corrective Action Plan to the Department of Health and Human Services Administration for Children and Families in response to Focus Area Two Monitoring Review

BOARD ACTION REQUESTED:

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to submit a Corrective Action Plan to the Department of Health and Human Services Administration for Children and Families (HHS/ACF) for the Focus Area Two (FA2) monitoring review conducted from May 5, 2025 to May 9, 2025, with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

BACKGROUND:

During the week of May 5, 2025, to May 9, 2025, the ACF conducted an onsite FA2 monitoring review of the Head Start and Early Head Start programs. Through informational interview and classroom observation, the review identified one area of non-compliance as per the requirements of the Head Start Program Performance Standards or Public Law 110-134, Improving Head Start for School Readiness Act of 2007.

DISCUSSION:

A Corrective Action Plan has been developed to be submitted to the ACF to address the area of non-compliance. In collaboration with the Oakland Livingston Human Services Agency (OLHSA) Human Resources Department, GCCARD Head Start administrative staff have implemented a management system to define roles and responsibilities for Head Start and Early Head Start staff by conducting an annual performance appraisal in tandem with professional development plans. Personnel policies were revised to reflect this improvement.

IMPACT ON HUMAN RESOURCES:

There will be no impact on Genesee County Human Resources as Head Start and Early Head Start staff are contracted through the Oakland Livingston Human Services Agency.

IMPACT ON BUDGET:

There will be no impact on the budget.

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 priorities of Long-Term Financial Stability and Community Growth as we strive to go above and beyond when meeting funding requirements and investing in the professional development of Head Start and Early Head Start staff, all to better service Head Start and Early Head Start recipients in Genesee County.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Genesee County Community Action Resource Department (GCCARD) to authorize submission of a Corrective Action Plan to the Department of Health and Human Services Administration for Children and Families in response to the one area of non-compliance identified in the Focus Area Two monitoring review conducted in May 2025, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the September 17, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute any documents on behalf of Genesee County.

This is to verify that the Genesee County Board of Commissioners reviewed GCCARD Head Start and Early Head Start's Focus Area 2 Corrective Action Plan on Wednesday, September 24, 2025 and agrees with the contents of this plan.

_______________________________________ ____________________
Signature of Certifying Official *Date*

Chairperson
Title

Genesee County Board of Commissioners
Applicant Organization

GCCARD Head Start – Grant Number 05CH012299
Corrective Action Plan

Timeframe for Corrections: 120 days
Narrative for Area of Non-Compliance – 1302.101(a)(2)
Regulation Text: 1302.101 Management system. (a) Implementation. A program must implement a management system that: (2) Promotes clear and reasonable roles and responsibilities for all staff and provides regular and ongoing staff supervision with meaningful and effective employee engagement practices.

Finding Details:

- The grant recipient did not implement a management system that promoted the regular and ongoing supervision of ERSEA staff members.
- The grant recipient did not implement a management system that promoted the regular and ongoing supervision of staff members.
  - The Head Start director stated the grant recipient did not complete annual performance evaluations for staff.
  - A review of the human resources policy showed an evaluation was required at the end of the 1-year probationary period. After the initial year of employment, the policy stated an annual professional development plan would be completed, but did not include a requirement of any further performance evaluations.
  - A review of human resources data confirmed the grant recipient did not conduct annual performance evaluations.

Correction:

The Genesee County Community Action Resource Department (GCCARD) Head Start program has implemented a management system that promotes clear and reasonable roles and responsibilities for all staff and provides regular and ongoing staff supervision with meaningful and effective employee engagement practices.

- GCCARD Head Start program policies and procedures were revised to include an evaluation that is completed annually for all staff, including and not limited to ERSEA staff, which will coincide with our professional development plans.
- GCCARD Head Start personnel policies were revised to include the annual evaluation and professional development policy and procedure change.
- GCCARD Head Start requested and received assistance from our assigned Training and Technical Assistance provider.
- GCCARD Head Start requested feedback about our proposed policy change from our staff, our Parent Policy Council, and the Genesee County Board of Commissioners (our governing body), and received Parent Policy Council and Governing Body approvals.
- GCCARD Head Start trained all supervisory staff, including and not limited to Family Service Coordinators who supervise the delivery of ERSEA services, at our annual planning meeting on August 4, 2025.
- GCCARD Head Start trained all staff, including and not limited to ERSEA staff, at our All Staff Meeting on August 11, 2025.

- GCCARD Head Start has completed a written evaluation and has written professional development plans for all staff members including and not limited to all Family Service Staff who provide ERSEA services.
- The Oakland Livingston Human Services Agency (OLHSA) Human Resources Department for GCCARD Head Start has monitored this process by tracking the progress of the annual evaluations and professional development plans, following up to ensure compliance for each staff member, including all Family Service Staff, and providing tracking information to GCCARD Head Start Administration.
- GCCARD Head Start continues to provide clear and reasonable roles and responsibilities to staff by providing job descriptions, a blank copy of their evaluation, and ongoing supervision including feedback regarding regular and ongoing monitoring.
- Consistent and ongoing monitoring is conducted for every service area, as fully explained in the Focus Area 2 interviewing process. Monitoring that our program provides to ensure compliance with all ERSEA regulations includes the following:

    - Every applicant's file is reviewed by Administration for accuracy and compliance with all eligibility and selection regulations prior to the child's enrollment or placement on a waiting list. Any concerns found are addressed with the appropriate family service staff member and corrected prior to the child receiving placement.
    - Enrolled Children and Family files are uploaded into COPA (our child file tracking system) which provides the opportunity for Coordinators and Administration to monitor child and family files to ensure compliance with all regulations.
    - One file for each family service staff person is monitored at our monthly family service meetings, with feedback provided to the family service staff person. Administration tracks these monitoring results and provides follow-up to ensure that appropriate corrections are completed within a timely manner.
    - A large sample of children and family files are reviewed during our annual monitoring which occurs each October. Feedback is provided to family service staff and Administration provides follow-up monitoring to ensure any necessary corrections are completed within a timely manner.
    - Our Coordinators have desks that are in the same office and next to our assigned Family Service workers, which allows our Coordinators to provide real time supervision on a daily basis as situations arise.
    - Reports are submitted monthly to Administration which monitors recruitment, enrollment, and attendance. Administration reviews those reports and makes necessary course corrections to ensure compliance with all regulations.
    - Annual evaluation and professional development goals are now completed annually with feedback given.

ADMINISTRATION FOR CHILDREN & FAMILIES

Office of Head Start | 4th Floor – Switzer Memorial Building, 330 C Street SW, Washington DC 20024 eclkc.ohs.acf.hhs.gov

Program Performance Summary Report

To: Authorizing Official/Board Chairperson

Mr. Delrico Loyd
Genesee County
1101 Beach St
Fl 3
Flint, MI 48502 - 1428

From: Responsible HHS Official

Date: 06/02/2025

Tala Hooban
Deputy Director, Office of Head Start

From May 5, 2025 to May 9, 2025, the Administration for Children and Families (ACF) conducted a Focus Area Two (FA2) monitoring review of Genesee County. This report contains information about the grant recipient's performance and compliance with the requirements of the Head Start Program Performance Standards (HSPPS) or Public Law 110-134, Improving Head Start for School Readiness Act of 2007.

The Office of Head Start (OHS) would like to thank your governing body, policy council, parents, and staff for their engagement in the review process. Based on the information gathered during this review, it has been determined that your program has at least one area of noncompliance.

This report provides you with detailed information in each area where program performance did not meet applicable Head Start Program Performance Standards, laws, regulations and policy requirements.

Please contact the OHS Oversight Division at ohsmonitoringteam@acf.hhs.gov with any questions or concerns you may have about this report.

DISTRIBUTION OF THE REPORT

Copies of this report will be distributed to the following:
Ms. Heather Wanderski, Regional Program Manager
Mrs. Pamela Coleman, Chief Executive Officer/Executive Director
Ms. Kelli Webb, Head Start Director
Ms. Kelli Webb, Early Head Start Director

Grant(s) included as part of this review

Grant Recipient Name	Grant Number(s)
Genesee County	05CH012299

Glossary of Terms

Term	Definition
Area of Concern (AOC) 🔈	An area in which the agency needs to improve performance. This status is considered additional feedback and should be discussed with the agency's Regional Office for possible technical assistance.
Area of Noncompliance (ANC) ⚠	An area in which the agency is out of compliance with Federal requirements (including but not limited to the Head Start Act or one or more of the regulations) in one or more areas of performance. This status requires a written timeline of correction and possible technical assistance or guidance from the agency's program specialist. If not corrected within the specified timeline, this status becomes a deficiency.
Deficiency ⚠	As defined in the Head Start Act, the term "deficiency" means: (A) a systemic or substantial material failure of an agency in an area of performance that the Secretary determines involves: (i) a threat to the health, safety, or civil rights of children or staff; (ii) a denial to parents of the exercise of their full roles and responsibilities related to program operations; (iii) a failure to comply with standards related to early childhood development and health services, family and community partnerships, or program design and management; (iv) the misuse of funds received under this subchapter; (v) loss of legal status (as determined by the Secretary) or financial viability, loss of permits, debarment from receiving Federal grants or contracts, or the improper use of Federal funds; or (vi) failure to meet any other Federal or State requirement that the agency has shown an unwillingness or inability to correct, after notice from the Secretary, within the period specified; (B) systemic or material failure of the governing body of an agency to fully exercise its legal and fiduciary responsibilities; or (C) an unresolved area of noncompliance.
Strong Practice ★	An activity or strategy that shows promise for long term sustainable impact. A Strong Practice has an objective basis for claiming effectiveness, potential for replication, and is shareable among other organizations.

How To Read This Report

The Focus Area Two (FA2) report includes the following sections:

- **Program Overview** provides a summary describing the grant recipient.
- **Performance Summary** provides a table view of compliance by Performance Area.
- **Review Details** provides details on the grant recipient's performance in each Content Area, Performance Area, and Performance Measure. The following icons may be used in this section to describe the grant recipient's performance:

Icon	Description
✓	Compliant (C)
★	Strong Practice (SP)
🔈	Area of Concern (AOC)
⚠	Area of Noncompliance (ANC)/ Deficiency (DEF)

Program Overview

Genesee County receives funding to provide Head Start and Early Head Start services in southeastern Michigan. Opportunities are available for 744 infants, toddlers, preschoolers, and expectant families. The service area encompasses urban and suburban communities in and around the city of Flint.

Performance Summary

This section contains an overview of the grant recipient's performance determined through this review. Detailed information can be found in the Review Details section.

Content Area	Performance Area	Grant Number(s)	Review Outcome	Applicable Standards	Timeframe for Correction
Program Design, Management, and Improvement	Staffing and Staff Member Supports	05CH012299	Area of Noncompliance	1302.101(a)(2)	120 Days
Education and Child Development Services	-	05CH012299	Compliant	-	-
Health Services	Child Health and Oral Health Status and Care	05CH012299	Area of Concern	-	Follow up with Regional Office for support
Health Services	Safe and Sanitary Environments	05CH012299	Area of Concern	-	Follow up with

					Regional Office for support
Family and Community Engagement Services	-	05CH012299	Compliant	-	-
Fiscal Infrastructure	-	05CH012299	Compliant	-	-
Eligibility, Recruitment, Selection, Enrollment, and Attendance	-	05CH012299	Compliant	-	-

Review Details

This section of the report provides details on the grant recipient's performance in each Content Area, Performance Area, and Performance Measure.

- Each Performance Area includes the compliant Performance Measures monitored in this review.
- If there are any findings, Areas of Concern, or Strong Practices observed, they will be listed within that Performance Area.

Program Design, Management, and Improvement

The table below summarizes the performance within the Content Area. Beneath the table is a list of all Performance Areas and compliant Performance Measures monitored in this Content Area, with details on findings, Areas of Concern, and Strong Practices observed, as applicable.

Performance Area	Compliant	Finding	Area of Concern	Strong Practice
Program Design and Strategic Planning	C			
Program Governance	C			
Staffing and Staff Member Supports		ANC		

Performance Area: Program Design and Strategic Planning

✔ ***Compliance Information***

During the review event the OHS monitoring team identified the following Performance Measures as compliant:

- The grant recipient adjusts its program design to remain responsive to shifts in community needs, strengths, and resources over time.
- The grant recipient maintains and uses program data to routinely monitor performance, progress toward goals, and drive continuous improvement.

Performance Area: Program Governance

✔ ***Compliance Information***

During the review event the OHS monitoring team identified the following Performance Measures as compliant:

- The grant recipient collaborates effectively across program staff members, the governing body, and the policy council to facilitate effective program governance.
- The grant recipient's governing body is engaged and effective in providing legal and fiscal oversight.
- The grant recipient's policy council is effective in providing program direction.

Performance Area: Staffing and Staff Member Supports

⚠ ***Finding Information***

Area of Noncompliance - 1302.101(a)(2)

Summary

Grant Number(s) Cited: 05CH012299

Timeframe for Correction: 120 Days

Performance Standard

Regulation Text: 1302.101 Management system. (a) Implementation. A program must implement a management system that: (2) Promotes clear and reasonable roles and responsibilities for all staff and provides regular and ongoing staff supervision with meaningful and effective employee engagement practices.

Finding Details

- The grant recipient did not implement a management system that promoted the regular and ongoing supervision of ERSEA staff members.
- The grant recipient did not implement a management system that promoted the regular and ongoing supervision of staff members.

    - The Head Start director stated the grant recipient did not complete annual performance evaluations for staff.
    - A review of the human resources policy showed an evaluation was required at the end of the 1-year probationary period. After the initial year of employment, the policy stated an annual professional development plan would be completed, but did not include a requirement of any further performance evaluations.
    - A review of human resources data confirmed the grant recipient did not conduct annual performance evaluations.

Education and Child Development Services

The table below summarizes the performance within the Content Area. Beneath the table is a list of all Performance Areas and compliant Performance Measures monitored in this Content Area, with details on findings, Areas of Concern, and Strong Practices observed, as applicable.

Performance Area	Compliant	Finding	Area of Concern	Strong Practice
Curricula, Screening, and Assessment Tools	C			
Teaching Strategies and Learning Environments	C			
Qualifications, Professional Development, and Coaching	C			

Performance Area: Curricula, Screening, and Assessment Tools

✔ ***Compliance Information***

During the review event the OHS monitoring team identified the following Performance Measures as compliant:

- The grant recipient implements research-based and culturally appropriate curricula to achieve child outcomes.
- The grant recipient implements the appropriate screening tools to refer children for evaluation as indicated.
- The grant recipient implements appropriate ongoing child assessment tools to support children's progress and to individualize for every child.

Performance Area: Teaching Strategies and Learning Environments

✔ ***Compliance Information***

During the review event the OHS monitoring team identified the following Performance Measures as compliant:

- The grant recipient provides responsive, effective care and teaching practices that are tailored to meet the needs of all children.
- The grant recipient uses home visits and group socializations to promote parent engagement and extend children's learning.

Performance Area: Qualifications, Professional Development, and Coaching

✔ ***Compliance Information***

During the review event the OHS monitoring team identified the following Performance Measures as compliant:

- The grant recipient has qualified education staff members.
- The grant recipient offers education staff members a system of professional development to support delivery of quality education and child development services.
- The grant recipient implements a research-based coaching strategy to support education staff members in using effective teaching practices.

Health Services

The table below summarizes the performance within the Content Area. Beneath the table is a list of all Performance Areas and compliant Performance Measures monitored in this Content Area, with details on findings, Areas of Concern, and Strong Practices observed, as applicable.

Performance Area	Compliant	Finding	Area of Concern	Strong Practice
Child Health and Oral Health Status and Care			AOC	
Mental Health and Social and Emotional Well-Being	C			
Child Nutrition	C			
Safe and Sanitary Environments			AOC	
Expectant Families	C			

Performance Area: Child Health and Oral Health Status and Care

Area of Concern Information

The monitoring review found the following Area(s) of Concern that reflect areas of performance that are at risk of becoming noncompliant in subsequent reviews. This additional feedback should be addressed to support compliance in this Performance Area.

- The grant recipient should improve its efforts to obtain medical and oral health determinations from a health care professional for all children.
  - The grant recipient should explore strategies to support the timely completion of health determinations.

- The grant recipient should improve the timeliness of its efforts to obtain or perform evidence-based vision and hearing screenings for all children within 45 days of their enrollment.
  - The grant recipient should explore strategies to support the timely completion of sensory screenings.

Performance Area: Mental Health and Social and Emotional Well-Being

Compliance Information

During the review event the OHS monitoring team identified the following Performance Measures as compliant:

- In partnership with a qualified mental health consultant, the grant recipient develops a positive program environment that promotes the mental health and social and emotional well-being of children.
- The grant recipient implements practices that prohibit the use of expulsion and severely limit suspension.
- The grant recipient provides family support services for mental health and social and emotional well-being.

Performance Area: Child Nutrition

Compliance Information

During the review event the OHS monitoring team identified the following Performance Measures as compliant:

- The grant recipient implements nutrition services that accommodate children’s unique nutritional needs.

Performance Area: Safe and Sanitary Environments

Area of Concern Information

The monitoring review found the following Area(s) of Concern that reflect areas of performance that are at risk of becoming noncompliant in subsequent reviews. This additional feedback should be addressed to support compliance in this Performance Area.

- The grant recipient should develop and implement a written preventative maintenance plan to ensure the safety of its facilities.
    - The grant recipient should take steps toward the implementation of a written preventative maintenance plan.

Performance Area: Expectant Families

✔ ***Compliance Information***

During the review event the OHS monitoring team identified the following Performance Measures as compliant:

- The grant recipient designs and provides comprehensive services to expectant families.
- The grant recipient provides appropriate newborn and transition services following the birth of the infant.

Family and Community Engagement Services

The table below summarizes the performance within the Content Area. Beneath the table is a list of all Performance Areas and compliant Performance Measures monitored in this Content Area, with details on findings, Areas of Concern, and Strong Practices observed, as applicable.

Performance Area	Compliant	Finding	Area of Concern	Strong Practice
Supporting Family Well-Being and Family Engagement	C			
Family Partnerships	C			
Promoting Strong Parent-Child Relationships and Engagement in Children's Learning	C			
Community Partnerships	C			

Performance Area: Supporting Family Well-Being and Family Engagement

✔ ***Compliance Information***

During the review event the OHS monitoring team identified the following Performance Measures as compliant:

- The grant recipient continuously engages all families in the program through open and effective communication.
- The grant recipient has qualified family services staff members who are supported to meet the specific needs of enrolled families.

Performance Area: Family Partnerships

✔ ***Compliance Information***

During the review event the OHS monitoring team identified the following Performance Measures as compliant:

- The grant recipient implements a family partnership process that supports family-driven goals.

Performance Area: Promoting Strong Parent-Child Relationships and Engagement in Children's Learning

✔ ***Compliance Information***

During the review event the OHS monitoring team identified the following Performance Measures as compliant:

- The grant recipient implements strategies, including a research-based parenting curriculum, that promote parenting skills and engage parents in children's development.

Performance Area: Community Partnerships

✔ ***Compliance Information***

During the review event the OHS monitoring team identified the following Performance Measures as compliant:

- The grant recipient has identified community partnerships that meet the needs and interests of families.

Fiscal Infrastructure

The table below summarizes the performance within the Content Area. Beneath the table is a list of all Performance Areas and compliant Performance Measures monitored in this Content Area, with details on findings, Areas of Concern, and Strong Practices observed, as applicable.

Performance Area	Compliant	Finding	Area of Concern	Strong Practice
Budget Development, Implementation, and Oversight	C			
Comprehensive Financial Management Structure and System	C			SP
Facilities and Equipment Management Systems	C			

Performance Area: Budget Development, Implementation, and Oversight

✔ ***Compliance Information***

During the review event the OHS monitoring team identified the following Performance Measures as compliant:

- The grant recipient engages in a transparent, data-informed, strategic process to develop and maintain a budget that aligns with program goals and circumstances.

Performance Area: Comprehensive Financial Management Structure and System

✔ ***Compliance Information***

During the review event the OHS monitoring team identified the following Performance Measures as compliant:

- The grant recipient implements a system for maintaining financial records and generating information needed to manage and safeguard Federal funds.
- The grant recipient maintains effective control over all funds, property, and assets to avoid theft, fraud, waste, and abuse.
- The grant recipient implements written procedures to ensure that only allowable costs are charged to the Head Start award in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award.

★ ***Strong Practice Information***

During the review event the OHS monitoring team identified the following Strong Practice(s) in the Performance Area:

- The grant recipient has consistent and open collaboration between fiscal and program staff members to effectively manage the Head Start award.

Performance Area: Facilities and Equipment Management Systems

✔ ***Compliance Information***

During the review event the OHS monitoring team identified the following Performance Measures as compliant:

- The grant recipient implements a system for ensuring compliance with requirements for the acquisition, record-keeping, insurance, and disposal of facilities purchased, constructed, or renovated with Head Start funds.
- The grant recipient implements a system for ensuring that equipment purchased with Head Start funds is acquired, used, and disposed of in accordance with requirements.
- The grant recipient assesses and mitigates risk and maintains property loss, casualty, and liability insurance consistent with the replacement value of property and determined risk of liability.

Eligibility, Recruitment, Selection, Enrollment, and Attendance

The table below summarizes the performance within the Content Area. Beneath the table is a list of all Performance Areas and compliant Performance Measures monitored in this Content Area, with details on findings, Areas of Concern, and Strong Practices observed, as applicable.

Performance Area	Compliant	Finding	Area of Concern	Strong Practice
Recruitment	C			
Selection	C			
Eligibility	C			
Enrollment	C			
Attendance	C			

Performance Area: Recruitment

✔ ***Compliance Information***

During the review event the OHS monitoring team identified the following Performance Measures as compliant:

- The grant recipient implements a recruitment strategy focusing on all families with eligible children, with specific outreach efforts to families with vulnerable children.

Performance Area: Selection

✔ ***Compliance Information***

During the review event the OHS monitoring team identified the following Performance Measures as compliant:

- The grant recipient establishes selection criteria and a waitlist based on community needs.

Performance Area: Eligibility

✔ ***Compliance Information***

During the review event the OHS monitoring team identified the following Performance Measures as compliant:

- The grant recipient implements a clear, consistent, and compliant process for enrolling eligible families.
- The grant recipient trains staff members to follow ERSEA regulations and establishes policies and procedures to ensure compliance with eligibility requirements.

Performance Area: Enrollment

✔ ***Compliance Information***

During the review event the OHS monitoring team identified the following Performance Measures as compliant:

- The grant recipient establishes practices to maintain full enrollment and accurately tracks current enrollment.
- The grant recipient fills at least 10 percent of the program’s total actual enrollment with children eligible for services under the Individuals with Disabilities Education Act (IDEA).

Performance Area: Attendance

✔ ***Compliance Information***

During the review event the OHS monitoring team identified the following Performance Measures as compliant:

- The grant recipient consistently employs strategies to encourage regular attendance.

---------- End of Report -----------

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

Genesee County

Staff Report

File #: RES-2025-2205 **Agenda Date:** 9/17/2025 **Agenda #:** 5.

To: Charles Winfrey, Human Services Committee Chairperson

From: Derrick Britton, Director of Veterans Services

RE: Approval of a Suicide Prevention and Lethal Means Safety Display in the Genesee County Administration Building lobby

BOARD ACTION REQUESTED:

Approval of a display in the Genesee County Administration Building lobby in the amount of $550.00 that promotes information on secure firearm storage and FREE gun locks for the public. The cost will be paid from account 2930-689.00-900.005.

BACKGROUND:

September is recognized Suicide Prevention Month. Nearly 7 out of every 10 Veteran deaths by suicide are the result of firearm injuries. (Department of Veterans Affairs, 2021). The county should promote suicide awareness and steps to protect not only veterans, but all citizens who may be in crisis.

DISCUSSION:

Lethal means are objects that may be used by individuals experiencing a suicidal crisis. They include things like guns, medications, alcohol, opioids, other substances, ropes, cords, or sharp objects. If a Veteran is in crisis or is having suicidal thoughts, these items can become deadly if easily accessible. Increasing the time and distance between a person in suicidal crisis and their access to lethal means can reduce suicide risk and save lives. The VA Keep It Secure program promotes awareness about the simple steps you can take to protect yourself and your family. The VA is providing free cable locks for distribution to the public. They have asked businesses and other entities to promote this initiative.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Purchase of display with printed information and gun locks is $150. Printed materials are estimated at $400.

IMPACT ON FACILITIES:

Finding an appropriate place for the display in a high traffic area that keeps the appropriate aesthetic of the tower is important.

IMPACT ON TECHNOLOGY:

None.

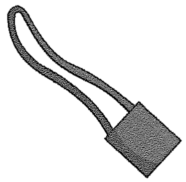
CONFORMITY TO COUNTY PRIORITIES:

Promoting suicide awareness helps to promote healthy, livable, and safe communities. Providing educational materials and gun locks promotes public health and communicates resources and services to Genesee County residents.

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

LADIES AND GENTLEMEN:

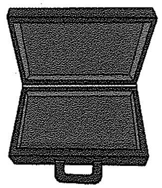
BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Veterans Services Director to authorize setting up a display in the Genesee County Administration Building lobby that promotes information on secure firearm storage and provides free gun locks for the public, at a cost not to exceed $550.00 to be paid from account 2930-689.00-900.005, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the September 17, 2025 meeting of the Human Services Committee of this Board).



CABLE LOCK
Price Range: $10–$50

A cable lock can be used on most firearms, allows for quick acess in an emergency and offers security from theft. The cable runs through the barrel or action of a firearm to prevent it from being accidentally fired, requiring either a key or combination to unlock it.

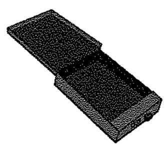
- AFFORDABLE
- ACCESSIBLE
- THEFT DETTERENT



GUN CASE
Price Range: $10–$150

For those looking to conceal, protect or legally transport a registered firearm, a gun case is an affordable solution available in a variety of materials including plastic, fabric or metal. Be sure to lock it with an external device for added security.

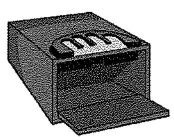
- AFFORDABLE
- PORTABLE
- PROTECTS FROM DAMAGE



LOCK BOX
Price Range: $25–$350

With integrated locks, storage boxes provide reliable protection for firearms, and allow gun owners to legally transport them outside of their home.

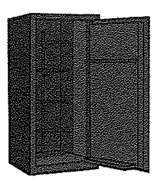
- PORTABLE
- ACCESSIBLE
- PROTECTS FROM DAMAGE



ELECTRONIC LOCK BOX
Price Range: $50–$350

Electronic lock boxes are an effective way to store or legally transport firearms, and they also prevent theft since only the person with the code can access the contents. Some electronic lock boxes are specially designed for quick access to stored firearms.

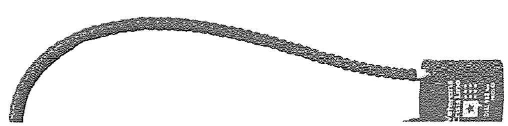
- PORTABLE
- THEFT DETTERENT
- PROTECTS FROM DAMAGE



FULL SIZE AND BIOMETRIC GUN SAFES
Price Range: $200–$2,500

A gun safe protects its contents from the elements and allows owners to safely store multiple firearms in one place. Gun safes of all sizes are now available with biometric options to ensure only certain people have access.

- THEFT DETTERENT
- PROTECTS FROM DAMAGE



FREE GUN LOCKS


CABLE LOCK
Price Range: $10–$50
A cable lock can be used on most firearms, allows for quick acess in an emergency and offers security from theft. The cable runs through the barrel or action of a firearm to prevent it from being accidentally fired, requiring either a key or combination to unlock it.
AFFORDABLE
ACCESSIBLE
THEFT DETTERENT
GUN CASE
Price Range: $10–$150
For those looking to conceal, protect or legally transport a registered firearm, a gun case is an affordable solution available in a variety of materials including plastic, fabric or metal. Be sure to lock it with an external device for added security.
AFFORDABLE
PORTABLE
PROTECTS FROM DAMAGE
LOCK BOX
Price Range: $25–$350
With integrated locks, storage boxes provide reliable protection for firearms, and allow gun owners to legally transport them outside of their home.
PORTABLE
ACCESSIBLE
PROTECTS FROM DAMAGE
ELECTRONIC LOCK BOX
Price Range: $50–$350
Electronic lock boxes are an effective way to store or legally transport firearms, and they also prevent theft since only the person with the code can access the contents. Some electronic lock boxes are specially designed for quick access to stored firearms.
PORTABLE
THEFT DETTERENT
PROTECTS FROM DAMAGE
FULL SIZE AND BIOMETRIC GUN SAFES
Price Range: $200–$2,500
A gun safe protects its contents from the elements and allows owners to safely store multiple firearms in one place. Gun safes of all sizes are now available with biometric options to ensure only certain people have access.
THEFT DETTERENT
PROTECTS FROM DAMAGE
FREE GUN LOCKS BELOW
ATM/VENDING
VCS Veterans Canteen Service
Improving the Safety of Lethal Means Prevents Suicide
From Science to Practice
Key Findings
Implications

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

Genesee County

Staff Report

File #: RES-2025-2213 **Agenda Date:** 9/17/2025 **Agenda #:** 6.

To: Charles Winfrey, Human Services Committee Chairperson

From: Pamela Coleman, GCCARD Director

RE: Approval of a request to submit the Child and Adult Care Food Program Proposal and authorize the budget for 2025-2026

BOARD ACTION REQUESTED:

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to submit a food proposal and potential agreement to the Michigan Department of Education (MDE) Child and Adult Care Food Program for $1,022,949.94, with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

BACKGROUND:

GCCARD is seeking to establish a partnership between the Michigan Department of Education Child and Adult Care food program GCCARD's Head Start and Nutrition Services programs to provide nutritional services for Genesee County children participating in Head Start, Early Head Start, and after school youth risk reduction programming. Since this program is expenditure driven, GCCARD will be reimbursed for actual expenses incurred after a reimbursement request is submitted to the MDE. Reimbursement and budgetary authorization to fund this expenditure driven grant is to be used for the 2025-2026 school year.

DISCUSSION:

The Head Start Program serves breakfast, lunch, and a snack daily to children enrolled in Head Start Preschool and Early Head Start. The total budget is estimated to be $1,014,994.94. The Child and Adult Care Food Program would reimburse $2.46 per breakfast, $4.91 per lunch, and $1.26 per snack. The amount is an estimated figure based on 100,288 breakfasts, lunches, and snacks to be served for the 2025-2026 school year. Nutrition Services serves breakfast, lunch, and snacks for at-risk youth attending after-school programming for a total cost of $7,955.00.

IMPACT ON HUMAN RESOURCES:

There will be no impact on Human Resources.

IMPACT ON BUDGET:

See budget upload. **No general fund dollars are being requested.**

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 priorities of Healthy, Livable and Safe Communities as well as Community Growth by providing the earliest support possible for Genesee County residents.

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 submitting and accepting the Head Start and GCCARD Nutrition Services food proposal and agreement to the Michigan Department of Education Child and Adult Care Food Program for reimbursement of costs in the amount of $1,022,949.94 for FY 2025-2026, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the September 17, 2025 meeting of the Human Services Committee of this Board), and the Chief Financial Officer is directed to record the attached budget amendment.

AGREEMENT FOR CHILD NUTRITION PROGRAMS

This is not an application to participate in a Child Nutrition Program (CNP)

Child Nutrition Program	Agency/Subagency	CFDA #	Program Title
School Lunch	USDA/Food and Nutrition Service	10.555	National School Lunch Program
- Including Food Distribution	USDA/Food and Nutrition Service	10.555	USDA Foods Distribution Program
Afterschool Snack	USDA/Food and Nutrition Service	10.555	National School Lunch Program
School Breakfast	USDA/Food and Nutrition Service	10.553	School Breakfast Program
Special Milk	USDA/Food and Nutrition Service	10.556	Special Milk Program
Summer Camp Special Milk	USDA/Food and Nutrition Service	10.556	Summer Camp Special Milk
Summer Food Service Program	USDA/Food and Nutrition Service	10.559	Summer Food Service Program
Child and Adult Care Food Program	USDA/Food and Nutrition Service	10.558	Child and Adult Care Food Program

This Permanent Single Agreement (Agreement) is required by the United States Department of Agriculture (USDA). State agencies must provide Sponsors with a single Agreement when a state agency administers any combination of the USDA Child Nutrition Programs (CNP).

7 CFR 210.9(b)

This Agreement replaces all previous Agreements with the Michigan Department of Education for each CNP and each sponsor indicated on page 2.

This Agreement will be effective starting on the approval date and will remain in effect unless terminated. The termination process is described in Section 4 – *Terminating this Agreement*.

By signing this Agreement, the Sponsor agrees to fulfill all requirements for any CNP they participate in.

The Sponsor must fulfill all requirements in the documents they submit as part of each CNP application, in addition to the requirements of this Agreement.

1. DEFINITIONS OF TERMS USED IN THIS AGREEMENT

Sponsor: In this document, the institution, recipient agency, organization, or School Food Authority shall be referred to as "Sponsor." All other definitions in this agreement mirror, in most cases, the definitions provided under the Code of Federal Regulations. Accordingly, citations to the CFR appear under each definition to the extent possible. In the event of a conflict, the definitions provided in the CFR control.

Child Nutrition Programs (CNP): Federally funded nutrition programs administered by the United States Department of Agriculture according to the National School Lunch Act, as amended through P. L. 118-42, enacted March 9, 2024.

60 Stat. 230, 42-USC 1751

and the Child Nutrition Act of 1966, as amended through P. L. 117-362, effective January 5, 2023.

80 Stat. 885, 42-USC 1771

For this Agreement, Child Nutrition Programs include:

- National School Lunch Program (NSLP)
- School Breakfast Program (SBP)
- Special Milk Program (SMP)
- Summer Camp Special Milk (SCSM)
- Afterschool Snack Program (ASP)
- Seamless Summer Option (SSO) of the NSLP
- Food Distribution Program (FDP)
- Child and Adult Care Food Program (CACFP)
- Summer Food Service Program (SFSP)

These programs are referred to as Child Nutrition Programs or CNPs. CNPs are subject to all current and future regulations in carrying out statutes.

DEFINITIONS

Federal Assistance: Any funding, property, or aid that is provided to a state agency, sponsor, School Food Authority (SFA), institution, or recipient agency to provide CNP benefits or services to eligible participants.

Institution: A sponsoring organization, childcare center, at-risk afterschool care center, emergency shelter, or adult day care center that enters into an Agreement with the state agency to assume final administrative and financial responsibility for CNP operations.

7 CFR Part 226

Recipient Agency (RA): Agencies or organizations that receive donated USDA foods.

7 CFR Part 250, Food Distribution Program

School: An educational unit.

7 CFR Parts 210, 215 and 220

School Food Authority (SFA): The governing body responsible for the administration of one or more schools and has the legal authority to enter into an Agreement with the state agency to operate CNPs.

7 CFR Parts 210, 215 and 220

Sponsor: In this document, the institution, recipient agency, organization, or SFA shall be referred to as "Sponsor." Specific programs also provide a definition of Sponsor applicable to those programs.

7 CFR parts 210, 215, 220, 225, 226, 240, and 250

State Agency (SA): The state educational agency approved by the United States Department of Agriculture to administer CNPs within the state.

7 CFR Parts 210, 215, 220, 225, 226, 240, and 250

For the purposes of this Agreement, the state agency is the Michigan Department of Education.

2. MICHIGAN DEPARTMENT OF EDUCATION (MDE) RESPONSIBILITIES

A. The Michigan Department of Education agrees to amend, reimburse, or make advance payments to Sponsors providing milk, breakfasts, lunches, suppers, or supplemental food to those eligible according to the following applicable federal regulations:

National School Lunch Program Regulations

(7 CFR Part 210)

Special Milk Program and Summer Camp Special Milk Regulations

(7 CFR Part 215)

School Breakfast Program Regulations

(7 CFR Part 220)

Summer Food Service Program Regulations

(7 CFR Part 225)

Child and Adult Care Food Program Regulations

(7 CFR Part 226)

Determining Eligibility for Free and Reduced-price Meals and Free Milk in Schools

(7 CFR Part 245)

Food Distribution Program Regulations

(7 CFR Part 250)

B. The Michigan Department of Education's reimbursement or advance payments to the Sponsor is dependent on:

1) receiving federal funding for the purposes described above

2) the Sponsor's continued eligibility to receive the federal funds

C. The Michigan Department of Education agrees to make payments, where applicable, in a way that follows 7 CFR Part 240 (Cash in Lieu of Donated Foods) and any amendments

7 CFR Part 240

and/or donate foods to the Sponsor in accordance with 7 CFR Part 250

7 CFR Part 250

3. SPONSOR RESPONSIBILITIES

A. The Sponsor agrees to:

1) accept federal funds and/or donated foods to operate CNPs in a way that follows all applicable CNP regulations and amendments

2) to comply with all provisions, Michigan statutes, administrative rules, policy manuals, memoranda, guidance and instructions, and any instructions or procedures issued by the United States Department of Agriculture or the Michigan Department of Education.

B. The Sponsor also agrees to administer CNPs funded under this Agreement according to the provisions of 2 CFR Part 200

2 CFR Part 200

with further clarification issued in 2 CFR Parts 400, 415, 416, et al. (79 FR 75981), as applicable.

2 CFR Parts 400, 415, 416, et al. (79 FR 75981)

C. The Sponsor will notify the Michigan Department of Education whenever significant changes occur in its CNP operations.

4. TERMINATING THIS AGREEMENT

This Agreement will be effective starting with the Michigan Department of Education's program manager's approval and will remain in effect unless terminated.

The Michigan Department of Education may terminate the Sponsor's participation in any CNP covered in this Agreement by following the grant close-out procedures, as applicable.

Close out procedures found in 2 CFR Parts 200.344

If the Michigan Department of Education terminates the Sponsor's participation in any CNP, the action may also result in the termination of the Sponsor's participation in all CNPs.

Either party may terminate this agreement by **giving at least 30 days' written notice for NSLP, SBP, SMP, SCSM, ASP, SFSP, and CACFP**. Upon termination or expiration of this Agreement, the Sponsor will receive no further reimbursement from the Michigan Department of Education except reimbursement for breakfasts, lunches, suppers, snacks, or milks served on or prior to the termination or expiration date of this Agreement. The obligations of the Michigan Department of Education under the regulations listed above will continue until the requirements have been completed.

Either party may terminate this agreement by **giving at least 60 days' written notice for Food Distribution Programs (FDP).**

(7 CFR 250.4(c)(5))

After receiving evidence that the Sponsor has not fully complied with the terms and conditions of the agreement, the FDP may terminate this agreement immediately by notifying the Sponsor in writing. If a Sponsor receives a termination notice, the Sponsor agrees to comply with the instruction of the FDP to either distribute or re-donate all remaining inventories of United States Department of Agriculture foods following the provisions of this Agreement.

Even if this Agreement is terminated or expires, the Sponsor must still maintain and retain records as described in this document and make such records available for audit or investigation. Sponsors must keep records for three years after the date of the final claim for reimbursement in the fiscal year to which they apply.

For example, if the Sponsor submits a May 2024 final claim, records must be kept on file until May 2028. If audit or review findings have not been resolved, the records shall be kept beyond the three-year period and as long as required to resolve the issues raised by the audit or review.

5. ASSURANCE OF CIVIL RIGHTS COMPLIANCE

(United States Department of Agriculture)

The Sponsor hereby agrees that it will comply with:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.)

(42 U.S.C. 2000d et seq.)

2. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.)

(20 U.S.C. 1681 et seq.)

3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)

(29 U.S.C. 794)

4. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)

(42 U.S.C. 6101 et seq.)

5. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189)

(42 U.S.C. 12131-12189)

6. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000)

Executive Order 13166

7. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.)

(7 CFR Part 15 et seq.)

8. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3)

(28 CFR Parts 35, 42 and 50.3)

9. Food and Nutrition Service (FNS) directives and guidelines state that no person, based on race, color, national origin, sex, age, or disability, will be:

   a. excluded from participating in

b. denied the benefits of

c. subject to discrimination under any program or activity which the CNP applicant receives Federal financial assistance from USDA; and assures it will immediately take measures necessary to bring about this Agreement; and

10. The United States Department of Agriculture's (USDA) nondiscrimination statement states that

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: USDA Program Discrimination Complaint Form, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by

1. mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; or
2. fax: (833) 256-1665 or (202) 690-7442; or
3. email: program.intake@usda.gov

This institution is an equal opportunity provider.

This assurance is required for receiving any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grants or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the CNP applicant by USDA. This includes any Federal agreement, arrangement or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Sponsor agrees to collect data, maintain records, and submit records and reports as required, to allow effective enforcement of nondiscrimination laws. The Sponsor also agrees to permit authorized USDA personnel to review and copy any records, books, and accounts, access facilities, and interview personnel to determine compliance with the nondiscrimination laws during hours of program operation.

If there are any violations of this assurance, the USDA Food & Nutrition Services has the right to seek judicial enforcement of this assurance. This assurance is binding on the Sponsor, its successors, transferees, and assignees as long as it receives assistance or keeps possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

6. PROTECTING THE RIGHTS AND PRIVACY OF PARENTS AND STUDENTS

As required by 88 Stat. 571. 20 USC 1232 (g), Public Law 93-380, Education Amendments of 1974,

88 Stat. 571. 20 USC 1232 (g), Public Law 93-380, Education Amendments of 1974

the Sponsor will agree and guarantee to:

1. permit the parents or legal guardians of children eligible to participate in the named CNPs to inspect and review any and all official records, files, and data directly related to their children
2. provide an opportunity for a hearing to challenge the content of their child's records, to make sure the records are accurate, not misleading or otherwise violating the privacy or other rights of the children or their parents
3. not permit the release of children's personally identifiable records or files (or personal information contained in those files) without the consent of their parents or legal guardians to any individual, agency, or organizations, except the following:
    a. other school officials who have legitimate educational interests
    b. officials of state health or state education programs
    c. officials of other schools or school systems in which the student intends to enroll, on the condition that the child's parents or legal guardians be notified of the transfer, receive a copy, if desired, and have an opportunity for a hearing to challenge the content of the record
    d. officials of federal, state, or local means-tested nutrition programs with eligibility standards comparable to the NSLP
    e. an administrative head of an education agency, or state educational authority in connection with an audit and evaluation of Federally supported education

programs, or in connection with the enforcement of the Federal legal requirements that relate to such programs provided that, except when a collection of personally identifiable data is specifically authorized by Federal law. Any data collected by such officials with respect to a student will not include any information (including social security numbers) that would permit the personal identification of the student or their parents after the data has been shared.

The Sponsor agrees the nondiscrimination policy procedures will be established and implemented, as appropriate, following applicable regulations for the named CNPs.

DESCRIPTION: Budget Amendment adjusting budgets to align budgets to actual trends/activities.

GL #	DESCRIPTION	Increase/(Decrease)
2801-698.03-504.001	FEDERAL PARTICIPATION - CACFP	27,050.55
2801-698.03-801.012	SERVICES FOOD	27,050.55

REV	EXP	DIFF
$ 27,050.55	$ 27,050.55	$ 0.00

This budget amendment is due to higher CACFP reimbursement rates given to us in Jul

Rev
Exp.

y 2025 for FY 26

Agreement #
250000016

Michigan Department of Education

OFFICE OF SCHOOL SUPPORT SERVICES

P.O. Box 30008, Lansing, Michigan, 48909

(517) 373-3347

CACFP - CENTERS APPLICATION
FY 2026

INSTITUTION INFORMATION	Sponsor Name GENESEE CTY COMM ACTION RES DEPT		
	FEIN 386004849	School District Code '25010	
	Address 324 S. Saginaw St., Suite 7C		
	City/State FLINT, MI		Zip Code 48502

CONTACT PERSON INFORMATION	Contact Name Pamela Coleman		
	Title GCCARD DIRECTOR		
	Telephone Number 810-762-4961	Fax Number	
	Email Address Pcoleman@geneseecountymi.gov		
	Address 324 S. Saginaw St., Suite 7C		
	City/State Flint MI		Zip Code 48502

List additional person to receive MDE email notifications

Name: ______________________

Email Address: ______________________

Type of Institution 2. Local Government (GOV)

Structure of Institution Other

Please check one:

☐ Independent Center

☑ Multi Site Sponsor

Agreement #
250000016

Authorized Official	Name Pamela Coleman		Date of Birth
	Actual Title GCCARD Director		
	Address 324 S. Saginaw St., Suite 7C		
	City Flint	State MI	Zip Code 48502

Authorized Official	Name Delrico Loyd		Date of Birth
	Actual Title Chairperson		
	Address 324 S. Saginaw St., Suite 7C		
	City Flint	State MI	Zip Code 48502

Select your Commodity Preference Cash-in-lieu of Commodities

Agreement #
250000016

CACFP - CENTERS
MANAGEMENT PLAN - CACFP MONTHLY BUDGET
FY 2026

a.	Administrative	$	0	d.	Non Food	$	0
b.	Cost of Food	$	85,246	e.	Indirect	$	0
c.	Direct Labor	$	0	f.	Total Costs (a-e)	$	85,246

Description of Institution's plan for repaying fiscal over claims, if required:

Funds to be repaid can be deducted from a future claim

REQUIREMENTS FOR SPONSOR PARTICIPATION IN THE CHILD AND ADULT CARE FOOD PROGRAM (CACFP)

This section applies only if sponsor selects this program on the sponsor information page of the application.

The Sponsor will comply with all provisions of 7 CFR Part 226, and with

[7 CFR Part 226]

other Federal regulations referenced in this part, as well as United States Department of Agriculture policy, instructions and guidance, and Michigan Department of Education Operational Memoranda, referenced here. The Sponsor also agrees to accept final administrative and financial responsibility for the management of a proper, efficient, and effective nonprofit food service operation conducted principally for the benefit of enrolled participants. No institution may contract out the management of the CACFP.

[7 CFR 226.15 (c)]

The Sponsor also agrees to the following specific provisions, as applicable.

1. **Licensing**. Child or adult care centers must have federal, state, or local licensing or alternative approval to provide day care services to participants.

[7 CFR 226.17 (b)(1); 7 CFR 226.19a (b)(1-3)]

Child or adult day care centers, complying with applicable procedures to renew licensing or alternative approval, may participate in the CACFP during the renewal process, unless the Michigan Department of Education has information indicating renewal will be denied.

[7 CFR 226.17(b)(1); 7 CFR 226.19a (b)(3)]

At-risk afterschool care centers will comply with licensing requirements set forth in 7 CFR 226.17a(d).

[7 CFR 226.17a(d)]

Each sponsored child or adult day care center must promptly inform the sponsoring organization about any change in its licensing or approval status.

2. **Tax exempt status**. Except for for-profit centers, child and adult day care centers shall be public, or have tax exempt status under the *Internal Revenue Code* of 1986.

[7 CFR 226.15(a)]

3. **Meal types**. Each child or adult day care center or emergency shelter participating in the CACFP must serve one or more of the following meal types: breakfast, lunch, supper, and snack [7 CFR 226.17(b)(3); 7 CFR 226.19a (b)(5)].

[7 CFR 226.17(b)(3); 7 CFR 226.19a (b)(5)]

Reimbursement cannot be claimed for more than two meals and one snack, or one meal and two snacks provided each day to each participant. At-risk afterschool care centers will comply with the daily reimbursement limits defined in 7 CFR 226.17a (k).

[7 CFR 226.17(b)(3); 7 CFR 226.19a (b)(5); 7 CFR 226.17a (k)]

Adult day care centers cannot claim CACFP reimbursement for meals claimed under part C of title III of the Older Americans Act of 1965, as amended through P.L. 116-131, effective Mar. 25, 2020 [7 CFR 226.19a(b)(6)].

[7 CFR 226.19a(b)(6)]

4. **Meal types.** Each child or adult day care center, at risk afterschool program, or emergency shelter participating in the CACFP will only claim the meal types specified in its approved application following the meal pattern requirements specified in 7 CFR 226.20.

[7 CFR 226.20]

Menus and any other nutritional records required by the Michigan Department of Education will be maintained to document compliance with such requirements [7 CFR 226.10(d); 226.15(e); 226.19a(b)(6), 226.19a(c); 226.17(b)(4); 226.17(c); 226.17a(o)(4)].

[7 CFR 226.10(d); 226.15(e); 226.19a(b)(6), 226.19a (c); 226.17(b)(4); 226.17(c); 226.17a(o)(4)].

5. **For-profit childcare centers** cannot claim reimbursement for meals served to children in any month in which less than 25 percent of the children in care (enrolled or licensed capacity, whichever is less) were eligible for free and reduced-price meals or were Title XX beneficiaries. However, children who only receive at-risk afterschool snacks and/or at-risk afterschool meals cannot be included in this percentage [7 CFR 226.11(b)(3)].

[7 CFR 226.11(b)(3)]

6. **For-profit adult day care centers** cannot claim reimbursement for meals served to participants in any month in which less than 25 percent of the enrolled participants were Title XIX or Title XX beneficiaries [7 CFR 226.19a(b)(6)].

[7 CFR 226.19a(b)(6)]

7. **Student eligibility**. Each child or adult day care center (except for outside-school-hours care centers, at-risk afterschool care centers, and emergency shelters) will collect and maintain documentation of the enrollment of each participant, including information used to determine eligibility for free and reduced-price meals as required by 7 CFR 226.23(e)(1).

[7 CFR 226.23(e)(1)]

8. **Attendance records**. Each child or adult day care center must maintain daily attendance records and point of service (POS) meal counts by type (breakfast, lunch, supper, and snacks) served to enrolled participants, and to program adults performing labor necessary to the food service [7 CFR 226.17(b)(9)]. At-risk after-school care centers must maintain records as required by 7 CFR 226.17a(o).

[7 CFR 226.17(b)(9); 7 CFR 226.17a(o)]

9. **Training**. Each child or adult day care center must require key staff, as defined by the Michigan Department of Education, to attend CACFP training before the center participates in the CACFP, and at least annually thereafter. The training content is established by the Michigan Department of Education [7 CFR 226.17(b)(10); 7 CFR 226.19a(b)(11)].

[7 CFR 226.17(b)(10); 7 CFR 226.19a(b)(11)]

10. **Recordkeeping requirements**. Each institution will comply with the recordkeeping requirements established in 7 CFR 226.10(d) and if applicable, in 7 CFR 226.15(e). Failure to keep such records will be grounds for denying reimbursement.

[7 CFR 226.10(d); 7 CFR 226.15(e)]

11. **Sponsoring organizations**. Each sponsoring organization must comply with all provisions of 7 CFR 226.15 and 7 CFR 226.16.

[7 CFR 226.15 and 7 CFR 226.16]

and will accept final administrative and financial responsibility for food service operations in all child and adult day care facilities under its jurisdiction.

12. As outlined in 7 CFR 226.6, each new and renewing Sponsor must submit to the Michigan Department of Education sufficient information documenting that they:
    - are financially viable
    - are administratively capable of operating the CACFP in accordance with 7 CFR 226.6 (b)(1)(xviii) (new institution) and 7 CFR 226.6(b)(2)(vii) (renewing institution)
    - have internal controls in place to ensure accountability
13. **Consequences for missing deadlines.** Failure to comply with established due dates and timelines for all application and renewal information and monthly reimbursement claim filings may result in a lapse of claiming privileges and/or termination from CACFP participation.

14. **Program reviews.** The Michigan Department of Education, United States Department of Agriculture, and other state or federal officials have the right to make announced or unannounced reviews of the Sponsor's facilities and operations. These reviews will be made during the Sponsor's normal hours of child or adult care operations, and anyone conducting the reviews must show photo identification that demonstrates they are employees of one of these entities.

15. **Termination**. Failure to maintain compliance with CACFP regulations 7 CFR 226 and other program requirements may result in the Sponsor being declared seriously deficient in the operation of the CACFP. Serious deficiencies that are not fully and permanently corrected within the specified time will result in the proposed termination and disqualification of the Sponsor and the responsible principals and responsible individuals from future CACFP participation. Sponsors, responsible principals, and responsible individuals terminated from the CACFP will also be placed on the National Disqualified List (NDL). While on the NDL, the Sponsor will not be able to participate in the CACFP as an institution or facility, and the responsible principals and responsible individuals will not be able to serve as a principal in any institution or facility or as a day care home provider in the CACFP. Institutions and individuals remain on the NDL until United States Department of

Agriculture's FNS, in consultation with the Michigan Department of Education, determines that the serious deficiencies have been corrected, or until seven years after being disqualified. However, if any debt relating to the serious deficiencies has not been repaid, the Sponsors and individuals will remain on the list until the debt has been repaid.

CERTIFICATION

Section for all Child Nutrition Programs

To qualify for federal assistance, the program application MUST be accompanied by a written Assurance that the program or facility will be operated in compliance with the civil rights laws and nondiscrimination regulations.

1. The Sponsor hereby agrees to comply with:
    a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.),
    b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.),
    c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794),
    d. the Age Discrimination Act of 1975 (42 U.S.C 6101 et seq.);
    e. all provisions required by implementing regulations of the Department of Agriculture, Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42;
    f. and FNS directives and guidelines, to the effect that no person will, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the Sponsor receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
2. By making this Assurance, the Sponsor agrees to compile data, maintain records and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books, and accounts as needed to determine compliance with the nondiscrimination laws. If there are any violations of this assurance, the USDA, Food and Nutrition Service, will have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Sponsor and its successors, transferees and assignees, as long as they receive assistance or have possession of any assistance from the Department.
3. The Sponsor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency. Additionally, the Sponsor certifies that its vendors/ subrecipients are neither excluded nor disqualified under the suspension and debarment rules found at 7 CFR section 3017.300 by checking the Excluded Parties List System (EPLS). This information can be found at https://sam.gov/content/exclusions.

This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. The Sponsor, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

DESCRIPTION: Budget Amendment adjusting budgets to align budgets to actual trends/activities.

GL #	DESCRIPTION	Increase/(Decrease)
2801-698.03-504.001	FEDERAL PARTICIPATION - CACFP	27,050.55
2801-698.03-801.012	SERVICES FOOD	27,050.55

REV	EXP	DIFF
$ 27,050.55	**$ 27,050.55**	**$ 0.00**

This budget amendment is due to higher CACFP reimbursement rates given to us in Jul

Rev

Exp.

y 2025 for FY 26

GL NUMBER	DESCRIPTION		JULY 25 - JUNE 26
Fund 2801 - HEADSTART PROGRAM			
698.03 HS Child Care Food Program			
Account Type: Revenue			
2801-698.03-504.000	FEDERAL PARTICIPATION		184,298.00
2801-698.03-504.001	FEDERAL PARTICIPATION - CACFP	$	439,645.17
Total Revenue:			**623,943.17**
Account Type: Expenditure			
2801-698.03-763.000	SUPPLIES		10,000.00
2801-698.03-801.012	SERVICES FOOD	$	439,645.17
2801-698.03-801.051	SERVICES FOOD NON CACFP		174,298.00
Total Expenditure:			**623,943.17**
Net - Dept 698.03 - CHILD CARE FOOD SERVICE			**0.00**
698.05 EHS Child Care Food Program			
Account Type: Revenue			
2801-698.05-504.000	FEDERAL PARTICIPATION		150,500.00
2801-698.05-504.001	FEDERAL PARTICIPATION - CACFP	$	306,201.34
Total Revenue:			**456,701.34**
Account Type: Expenditure			
2801-698.05-763.000	SUPPLIES		15,000.00
2801-698.05-801.012	SERVICES FOOD	$	306,201.34
2801-698.05-801.051	SERVICES FOOD NON CACFP		135,500.00
Total Expenditure:			**456,701.34**
Net - Dept 698.03 - CHILD CARE FOOD SERVICE			**0.00**

2025-2026 grant breakdown				
			INKIND - INCLUDES APPROVED WAIVER	
beecher base	$	727,245	$	185,224.00
beecher tta	$	13,651		
GT Beecher	$	740,896		
Mott Base	$	157,760	$	39,440.00
Mott TTA	$	-		
GT Mott	$	157,760		
ehs grantee main	$	7,773,860	$	335,500.00
ehs grantee tta	$	152,964		
GT Grantee EHS	$	7,926,824	$	335,500.00

hs grantee main	$ 5,405,152	$ 868,335.00	
hs tta	$ 54,360		
GT Grantee HS	**$ 5,459,512**	**$ 868,335**	
GT Grant EHS	$ 8,825,480	$ 560,164	
GT Grant HS	$ 5,459,512	$ 868,335	
TOTAL	**$ 14,284,992**	**$ 1,428,499**	**$ 15,713,491**
		waiver inkind amount	
		$ 1,428,499.00	
	$ 15,713,491.00		

FY26 Notes

Note: From CACFP Meal Composite worksheet

Note: From CACFP Meal Composite worksheet
Less $10,000 for regular supplies

Note: From CACFP Meal Composite worksheet

Note: From CACFP Meal Composite worksheet requesting waiver - 60%

AWARDED for FUND YEAR 26

	County FY 25 JULY 1 2025 - SEPT 30, 2025 25%	County FY 26 Oct 1, 2025 - JUNE 30, 2026 75%	TOTAL
	$ 46,074.50	$ 138,223.50	$ 184,298.00
	$ 109,911.00	$ 329,734.17	$ 439,645.17
	155,985.50	**467,957.67**	**623,943.17**
	$ 2,500.00	$ 7,500.00	$ 10,000.00
	$ 109,911.00	$ 329,734.17	$ 439,645.17
	$ 43,574.50	$ 130,723.50	$ 174,298.00
	$ 155,985.50	**$ 467,957.67**	**$ 623,943.17**
	$ 37,625.00	$ 112,875.00	$ 150,500.00
	$ 52,768.50	$ 253,432.84	$ 306,201.34
	90,393.50	**366,307.84**	**456,701.34**
	$ 3,750.00	$ 11,250.00	$ 15,000.00
	$ 52,768.50	$ 253,432.84	$ 306,201.34
	$ 33,875.00	$ 101,625.00	$ 135,500.00
	$ 90,393.50	**$ 366,307.84**	**$ 456,701.34**

Department of Health and Human Services
Administration for Children and Families

Notice of Award
Award# 05CH012299-0
FAIN# 05CH012299
Federal Award Date: 05

Recipient Information

1. Recipient Name
GENESEE, COUNTY OF
1101 Beach St FL 3
Flint, MI 48502-1428
810-762-4901

2. Congressional District of Recipient
08

Federal Award Information

11. Award Number
05CH012299-03-00
12. Unique Federal Award Identification Number (FAIN)
05CH012299
13. Statutory Authority
42 USC 9801 ET SEQ
14. Federal Award Project Title
Head Start and Early Head Start

3. Payment System Identifier (ID)
1386004849A7
4. Employer Identification Number (EIN)
386004849
5. Data Universal Numbering System (DUNS)
078404738
6. Recipient's Unique Entity Identifier (UEI)
XD5HMHXNBWX6
7. Project Director or Principal Investigator

Mrs. Pamela Coleman
Executive Director
pcoleman@geneseecountymi.gov
810-235-5613

8. Authorized Official

Mr. Delrico Loyd
Board Chairperson
dloyd@geneseecountymi.gov
(810) 257-3020

Federal Agency Information
ACF/OHS Region V Grants Office

9. Awarding Agency Contact Information
Ms. Bridget Shea Westfall
Supervisory Grants Management Specialist
bridget.shea@acf.hhs.gov
202.401.5542

10.Program Official Contact Information
Ms. Heather L Wanderski
Program Operations Division Director
heather.wanderski@acf.hhs.gov
202-205-5923

15. Assistance Listing Number
93.600
16. Assistance Listing Program Title
Head Start

17. Award Action Type
Non-Competing Continuation
18. Is the Award R&D?
No

Summary Federal Award Financial Inform

19. Budget Period Start Date 07/01/2025 - End Date 06/30/2026
20. Total Amount of Federal Funds Obligated by this Action
20a. Direct Cost Amount
20b. Indirect Cost Amount
21. Authorized Carryover
22. Offset
23. Total Amount of Federal Funds Obligated this budget period
24. Total Approved Cost Sharing or Matching, where applicable
25. Total Federal and Non-Federal Approved this Budget Period
26. Period of Performance Start Date 07/01/2023 - End Date 08/31/20
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance

28. Authorized Treatment of Program Income
ADDITIONAL COSTS
29. Grants Management Officer – Signature
Ms. Bridget Shea Westfall
Supervisory Grants Management Specialist

30. Remarks

Fund FY 27
County FY 26
JULY 1 2026 - SEPT 30, 2026
0.25

See meal composit-25-26 tab

$ 475,713.03	12 month CACFP Needed 25-26	
July 26, Aug 26, and Sept 26	Oct 25-June 26 (increase/ (decrease)	
$ 118,928.31	$ 27,050.55	
	due to higher CACFP reimbursement rates given to us	

336,915.24	12 month CACFP Needed 25-26
July 26, Aug 26, and Sept 26	Oct 25-June 26 (increase/ (decrease)
$ 84,228.81	$ (746.41)
	due to higher CACFP reimbursement rates given to us

ation

	$14,284,992.00
	$14,284,992.00
	$0.00
	$0.00
	$0.00
	$0.00
	$1,428,499.00
	$15,713,491.00
026	
	$45,821,613.00

in July 2025

in July 2025

CACFP 2024-25 MEAL COMPOSIT ESTIMATE

School District	Break-fast	Lunch/ Supper	Snack	[redacted]	Total Breakfast Cost	Total Lunch/ Supper Cost	Total Snack Cost	Total Contract Amount
GCCARD SN - HS	72	72	72	[redacted]	28,496.88	56,873.52	14,549.04	99,919.44
adult meals		20		[redacted]		15,798.20		15,798.20
GCCARD SN EHS	40	40	40	[redacted]	21,140.40	42,191.60	10,793.20	74,125.20
adult meals		15		[redacted]	-	15,821.85	-	15,821.85
GCCARD SN EXP	24	24	24	[redacted]	12,684.24	25,314.96	6,475.92	44,475.12
adult meals-exp		9		[redacted]	-	9,493.11	-	9,493.11
GCCARD SN SUMMI	48	48	48	[redacted]	5,232.96	10,443.84	2,671.68	18,348.48
adult summer		21		[redacted]		4,569.18		4,569.18
Atherton HS fd	20	20	20	[redacted]	7,915.80	15,798.20	4,041.40	27,755.40
adult meals		5		[redacted]		3,949.55		3,949.55
				[redacted]				
				[redacted]				
Atherton EHS	16	16	16	[redacted]	8,456.16	16,876.64	4,317.28	29,650.08
adult meals		6		[redacted]		6,328.74		6,328.74
Clio HS	40	40	40	[redacted]	$ 15,831.60	$ 31,596.40	$ 8,082.80	55,510.80
adult meals		10		[redacted]		$ 7,899.10		7,899.10
				[redacted]				
				[redacted]				
Clio EHS	16	16	16	[redacted]	8,456.16	16,876.64	4,317.28	29,650.08
adult meals		6		[redacted]		6,328.74		6,328.74
Bendle HS	20	20	20		7,915.80	15,798.20	4,041.40	27,755.40
adult meals		5			-	3,949.55	-	3,949.55
				[redacted]				
				[redacted]	-	-	-	-
Genesee HS fd	20	20	20	[redacted]	7,915.80	15,798.20	4,041.40	27,755.40
adult meals		5		[redacted]		3,949.55		3,949.55
				[redacted]				
				[redacted]				
Genesee EHS	8	8	8	[redacted]	4,228.08	8,438.32	2,158.64	14,825.04
adult meals		3		[redacted]		3,164.37		3,164.37
grand blanc 1 & 2	40	40	40	[redacted]	15,831.60	31,596.40	8,082.80	55,510.80
adult meals		10		[redacted]		7,899.10		7,899.10
				[redacted]				
				[redacted]				
Kearsley HS 1 & 2	40	40	40	[redacted]	15,831.60	31,596.40	8,082.80	55,510.80
adult meals		10		[redacted]	-	7,899.10	-	7,899.10
				[redacted]				
				[redacted]				
				[redacted]	-	-	-	-
				[redacted]		-		-
kearsley exp (2)	16	16	16	[redacted]	8,456.16	16,876.64	4,317.28	29,650.08
adult meals		6		[redacted]		6,328.74		6,328.74
				[redacted]	-	-	-	-
				[redacted]		-		-
				[redacted]				
				[redacted]				

	0	0	0		-	-	-	-
		0				-		-
					-	-	-	-
						-		-
Montrose	20	20	20		7,915.80	15,798.20	4,041.40	27,755.40
adult meals		5				3,949.55		3,949.55
Montrose EHS	8	8	8		4,228.08	8,438.32	2,158.64	14,825.04
adult meals		3				3,164.37		3,164.37
Mt. Morris	20	20	20		7,915.80	15,798.20	4,041.40	27,755.40
adult meals		5				3,949.55		3,949.55
mt. morris ehs	8	8	8		4,228.08	8,438.32	2,158.64	14,825.04
adult meals		3				3,164.37		3,164.37
					-	-	-	-
						-		-
SC - hs fd	20	20	20		7,915.80	15,798.20	4,041.40	27,755.40
adult meals		5				3,949.55		3,949.55
sc - ehs	8	8	8		4,228.08	8,438.32	2,158.64	14,825.04
adult meals		3				3,164.37		3,164.37
WWH - hs	40	40	40		15,831.60	31,596.40	8,082.80	55,510.80
adult meals		10				7,899.10		7,899.10
WWH - exp.	16	16	16		8,456.16	16,876.64	4,317.28	29,650.08
adult meals		6				6,328.74		6,328.74
TOTAL	**560**	**731**	**560**					**942,292.80**

104,699.20

78,524.40

# days	B Price	L Price	S Price	
167	2.37	4.73	1.21	HS
223	2.37	4.73	1.21	EHS
46	2.37	4.73	1.21	summer days
	4.73			

already in budgets now.

NEED TO INCLUDE VENDORS THAT COULD CHARGE SUPPLIES AND THINGS TO THIS: US FOODS, GOF

days in session	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR
HS	16	19	14	12	15	15	16	15
EHS	16	19	14	12	15	15	16	15
EXPANSION	16	19	14	12	15	15	16	15

make up days?		4	3	3	2	3	1	3	1
HS TOTAL		20	22	17	14	18	16	19	16
EHS TOTAL		20	22	17	14	18	16	19	16
EXP TOTAL		20	22	17	14	18	16	19	16
	b	948	1042.8	805.8	663.6	853.2	758.4	900.6	758.4
	l	1892	2081.2	1608	1324	1702.8	1513.6	1797.4	1513.6
	s	484	532.4	411.4	338.8	435.6	387.2	459.8	387.2
		3324	3656.4	2825	2327	2991.6	2659.2	3157.8	2659.2

monthly 12

[redacted]	# Breakfast Served for Year	# Lunch Served for Year	# Snack Served for Year	801.012 child meals	801.051 adult meals		
	12,024	12,024	12,024	8,326.62	1,316.52		
	-	3,340	-				
	8,920	8,920	8,920	6,177.10	1,318.49		
282,550.58	-	3,345	-				
	5,352	5,352	5,352	3,706.26	791.09		
	-	2,007	-				
	2,208	2,208	2,208	1,529.04	380.77		
		966					fund
	3,340	3,340	3,340	2,312.95	329.13	HS	2801.698.03
	-	835	-				
							2727
	3,568	3,568	3,568	2,470.84	527.40	EHS	2801.698.05
67,683.77	-	1,338	-				
	6,680	6,680	6,680	4,625.90	658.26		2801.698.03
	-	1,670	-				
							2727
	3,568	3,568	3,568	2,470.84	527.40		2801.698.05
99,388.72	-	1,338	-				
	3,340	3,340	3,340	2,312.95	329.13		2801.698.03
31,704.95	-	835	-				
							2727
	3,340	3,340	3,340	2,312.95	329.13		2801.698.03
	-	835	-				
							2727
	1,784	1,784	1,784	1,235.42	263.70		2801.698.05
49,694.36	-	669	-				
	6,680	6,680	6,680	4,625.90	658.26		2801.698.03
63,409.90	-	1,670	-				
							2727
	6,680	6,680	6,680	4,625.90	658.26		2801.698.03
	-	1,670	-				
							2727
	-	-	-	-	-		2801.698.05
	-	-	-				
	3,568	3,568	3,568	2,470.84	527.40		2809
99,388.72	-	1,338	-				
	-	-	-	-	-		2801.698.03
-	-	-	-				
							2727

	-	-	-	-	-	2801.698.05
	-	-	-			
	-	-	-	-	-	2801.698.03
	-	-	-			
						2727
-						
	3,340	3,340	3,340	2,312.95	329.13	2801.698.03
	-	835	-			
						2727
	1,784	1,784	1,784	1,235.42	263.70	2801.698.05
49,694.36	-	669	-			
	3,340	3,340	3,340	2,312.95	329.13	2801.698.03
	-	835	-			
						2727
49,694.36	1,784	1,784	1,784	1,235.42	263.70	2801.698.05
	-	669	-			
	-	-	-	-	-	
-	-	-	-			
	3,340	3,340	3,340	2,312.95	329.13	2801.698.03
	-	835	-			
						2727
	1,784	1,784	1,784	1,235.42	263.70	2801.698.05
49,694.36	-	669	-			
	6,680	6,680	6,680	4,625.90	658.26	2801.698.03
	-	1,670	-			
						2727
	3,568	3,568	3,568	2,470.84	527.40	2809
99,388.72	-	1,338	-			
942,292.80	**96,672**	**126,048**	**96,672**			
				66,945.36	11,579.04	
divided by 9months				78,524.40		
divided by 12 months				**942,292.80**		
			659,742.22			
				-		

RDON'S, ETC.??

				days		
MAY	JUNE	JULY	AUG	based on grant calendar		
13	0	0	4	140	139	29
16	16	19	15	189	188	36
16	16	19	15	189	188	36

4	4	2	5		35
16	4	0	5	167	
20	20	21	20	223	
20	20	21	20	223	
758.4	189.6	0	237		
1513.6	378.4	0	473		
387.2	96.8	0	121		
2659.2	664.8	0	831	27755.4	

fy24 fy25

	Sept	Oct	Nov	dec	jan	feb	mar
801.012	2,081.65	2,081.65	2,081.65	2,081.65	2,081.65	2,081.65	2,081.65
801.051	296.22	296.22	296.22	296.22	296.22	296.22	296.22
801.012	231.30	231.30	231.30	231.30	231.30	231.30	231.30
801.051	32.91	32.91	32.91	32.91	32.91	32.91	32.91
801.012	2,470.84	2,470.84	2,470.84	2,470.84	2,470.84	2,470.84	2,470.84
801.051	527.40	527.40	527.40	527.40	527.40	527.40	527.40
801.012	4,163.31	4,163.31	4,163.31	4,163.31	4,163.31	4,163.31	4,163.31
801.051	592.43	592.43	592.43	592.43	592.43	592.43	592.43
801.012	462.59	462.59	462.59	462.59	462.59	462.59	462.59
801.051	65.83	65.83	65.83	65.83	65.83	65.83	65.83
801.012	2,470.84	2,470.84	2,470.84	2,470.84	2,470.84	2,470.84	2,470.84
801.051	527.40	527.40	527.40	527.40	527.40	527.40	527.40
801.012	2,081.65	2,081.65	2,081.65	2,081.65	2,081.65	2,081.65	2,081.65
801.051	296.22	296.22	296.22	296.22	296.22	296.22	296.22
801.012	231.30	231.30	231.30	231.30	231.30	231.30	231.30
801.051	32.91	32.91	32.91	32.91	32.91	32.91	32.91
801.012	2,081.65	2,081.65	2,081.65	2,081.65	2,081.65	2,081.65	2,081.65
801.051	296.22	296.22	296.22	296.22	296.22	296.22	296.22
801.012	231.30	231.30	231.30	231.30	231.30	231.30	231.30
801.051	32.91	32.91	32.91	32.91	32.91	32.91	32.91
801.012	1,235.42	1,235.42	1,235.42	1,235.42	1,235.42	1,235.42	1,235.42
801.051	263.70	263.70	263.70	263.70	263.70	263.70	263.70
801.012	4,163.31	4,163.31	4,163.31	4,163.31	4,163.31	4,163.31	4,163.31
801.051	592.43	592.43	592.43	592.43	592.43	592.43	592.43
801.012	462.59	462.59	462.59	462.59	462.59	462.59	462.59
801.051	65.83	65.83	65.83	65.83	65.83	65.83	65.83
801.012	4,163.31	4,163.31	4,163.31	4,163.31	4,163.31	4,163.31	4,163.31
801.051	592.43	592.43	592.43	592.43	592.43	592.43	592.43
801.012	462.59	462.59	462.59	462.59	462.59	462.59	462.59
801.051	65.83	65.83	65.83	65.83	65.83	65.83	65.83
801.012							
801.051							
801.012	2,470.84	2,470.84	2,470.84	2,470.84	2,470.84	2,470.84	2,470.84
801.051	527.40	527.40	527.40	527.40	527.40	527.40	527.40
801.012							
801.051							
801.012							
801.051							

801.012							
801.051							
801.012							
801.051							
801.012							
801.051							
801.012	2,081.65	2,081.65	2,081.65	2,081.65	2,081.65	2,081.65	2,081.65
801.051	296.22	296.22	296.22	296.22	296.22	296.22	296.22
801.012	231.30	231.30	231.30	231.30	231.30	231.30	231.30
801.051	32.91	32.91	32.91	32.91	32.91	32.91	32.91
801.012	1,235.42	1,235.42	1,235.42	1,235.42	1,235.42	1,235.42	1,235.42
801.051	263.70	263.70	263.70	263.70	263.70	263.70	263.70
801.012	2,081.65	2,081.65	2,081.65	2,081.65	2,081.65	2,081.65	2,081.65
801.051	296.22	296.22	296.22	296.22	296.22	296.22	296.22
801.012	231.30	231.30	231.30	231.30	231.30	231.30	231.30
801.051	32.91	32.91	32.91	32.91	32.91	32.91	32.91
801.012	1,235.42	1,235.42	1,235.42	1,235.42	1,235.42	1,235.42	1,235.42
801.051	263.70	263.70	263.70	263.70	263.70	263.70	263.70
801.012	2,081.65	2,081.65	2,081.65	2,081.65	2,081.65	2,081.65	2,081.65
801.051	296.22	296.22	296.22	296.22	296.22	296.22	296.22
801.012	231.30	231.30	231.30	231.30	231.30	231.30	231.30
801.051	32.91	32.91	32.91	32.91	32.91	32.91	32.91
801.012	1,235.42	1,235.42	1,235.42	1,235.42	1,235.42	1,235.42	1,235.42
801.051	263.70	263.70	263.70	263.70	263.70	263.70	263.70
801.012	4,163.31	4,163.31	4,163.31	4,163.31	4,163.31	4,163.31	4,163.31
801.051	592.43	592.43	592.43	592.43	592.43	592.43	592.43
801.012	462.59	462.59	462.59	462.59	462.59	462.59	462.59
801.051	65.83	65.83	65.83	65.83	65.83	65.83	65.83
801.012	2,470.84	2,470.84	2,470.84	2,470.84	2,470.84	2,470.84	2,470.84
801.051	527.40	527.40	527.40	527.40	527.40	527.40	527.40

with senior nutrition

$ 956,519.67 $ 79,709.97

168
224
224

2802 and 2791
fy24-

joe wanted half hs amount from july put in june

apr	may	june	Jul 25	Aug 25	GT	
2,081.65	2,081.65	2,081.65	2,081.65	2,081.58	24,979.73	
296.22	296.22	296.22	296.22	296.22	3,554.64	
231.30	231.30	231.30	231.30	231.30	2,775.60	67,683.77
32.91	32.91	32.91	32.91	32.91	394.92	
2,470.84	2,470.84	2,470.84	2,470.84	2,470.84	29,650.08	
527.40	527.40	527.40	527.40	527.40	6,328.80	
4,163.31	4,163.31	4,163.31	4,163.31	4,163.23	49,959.64	99,388.72
592.43	592.43	592.43	592.43	592.43	7,109.16	
462.59	462.59	462.59	462.59	462.59	5,551.08	
65.83	65.83	65.83	65.83	65.83	789.96	
2,470.84	2,470.84	2,470.84	2,470.84	2,470.84	29,650.08	
527.40	527.40	527.40	527.40	527.40	6,328.80	
2,081.65	2,081.65	2,081.65	2,081.65	2,081.65	24,979.80	
296.22	296.22	296.22	296.22	296.22	3,554.64	
231.30	231.30	231.30	231.30	231.30	2,775.60	31,704.95
32.91	32.91	32.91	32.91	32.90	394.91	
					-	
					-	
2,081.65	2,081.65	2,081.65	2,081.65	2,081.60	24,979.75	
296.22	296.22	296.22	296.22	296.21	3,554.63	
231.30	231.30	231.30	231.30	231.30	2,775.60	49,694.36
32.91	32.91	32.91	32.91	32.91	394.92	
1,235.42	1,235.42	1,235.42	1,235.42	1,235.42	14,825.04	
263.70	263.70	263.70	263.70	263.72	3,164.42	
4,163.31	4,163.31	4,163.31	4,163.31	4,163.29	49,959.70	
592.43	592.43	592.43	592.43	592.43	7,109.16	63,409.90
462.59	462.59	462.59	462.59	462.59	5,551.08	
65.83	65.83	65.83	65.83	65.83	789.96	
4,163.31	4,163.31	4,163.31	4,163.31	4,163.23	49,959.64	
592.43	592.43	592.43	592.43	592.43	7,109.16	99,388.72
462.59	462.59	462.59	462.59	462.59	5,551.08	
65.83	65.83	65.83	65.83	65.83	789.96	
					-	
					-	
2,470.84	2,470.84	2,470.84	2,470.84	2,470.84	29,650.08	
527.40	527.40	527.40	527.40	527.40	6,328.80	
					-	-
					-	
					-	
					-	

					-	-
					-	
					-	-
					-	
					-	
					-	
					-	
2,081.65	2,081.65	2,081.65	2,081.65	2,081.61	24,979.76	
296.22	296.22	296.22	296.22	296.22	3,554.64	
231.30	231.30	231.30	231.30	231.30	2,775.60	49,694.36
32.91	32.91	32.91	32.91	32.91	394.92	
1,235.42	1,235.42	1,235.42	1,235.42	1,235.42	14,825.04	
263.70	263.70	263.70	263.70	263.70	3,164.40	
2,081.65	2,081.65	2,081.65	2,081.65	2,081.61	24,979.76	
296.22	296.22	296.22	296.22	296.22	3,554.64	
231.30	231.30	231.30	231.30	231.30	2,775.60	
32.91	32.91	32.91	32.91	32.91	394.92	49,694.36
1,235.42	1,235.42	1,235.42	1,235.42	1,235.42	14,825.04	
263.70	263.70	263.70	263.70	263.70	3,164.40	
					-	-
					-	
2,081.65	2,081.65	2,081.65	2,081.65	2,081.61	24,979.76	
296.22	296.22	296.22	296.22	296.22	3,554.64	
231.30	231.30	231.30	231.30	231.30	2,775.60	49,694.36
32.91	32.91	32.91	32.91	32.91	394.92	
1,235.42	1,235.42	1,235.42	1,235.42	1,235.42	14,825.04	
263.70	263.70	263.70	263.70	263.70	3,164.40	
4,163.31	4,163.31	4,163.31	4,163.31	4,163.23	49,959.64	99,388.72
592.43	592.43	592.43	592.43	592.43	7,109.16	
462.59	462.59	462.59	462.59	462.59	5,551.08	
65.83	65.83	65.83	65.83	65.83	789.96	
2,470.84	2,470.84	2,470.84	2,470.84	2,470.84	29,650.08	
527.40	527.40	527.40	527.40	527.40	6,328.80	
					659,742.22	
282,550.59						

	b	l	s	adults		
SITES						
Bentley HS 1	20	20	20	5		
Bentley EHS	8	8	8	3		
Fenton HS	20	20	20	5		
Fenton EHS	8	8	8	3		
Brownell (kearsly exp)	8	8	8	3		
LW (2)	16	16	16	6		
SC church	16	16	16	5		
SL ehs	8	8	8	3		
mm ehs 2	8	8	8	3		
mm hs 2	16	16	16	5		
brownell ehs 1	8	8	8	3		
hs total	72	72	72	20		
ehs total	40	40	40	15		
EXP total	24	24	24	9		
SUMMER EHS SITES						
genesee	8			3		
montrose	8			3		
mm	8			3		
				3		
sc ehs	8			3		
wwh ehs	16			6		
TOTAL	48	48	48	21		
	36637.13	36409.23				
	4,070.79	3166.02				
	40,707.92	39575.25	39575.25	39575.25	39575.25	39575.25

food costs

	Oct	nov	dec	jan	feb	mar
2801.698.03 - hs	36,637.13	36,637.13	36,637.13	36,637.13	36,637.13	36,637.13
2801.698.05 - ehs	17,589.50	17,589.50	17,589.50	17,589.50	17,589.50	17,589.50
2809	8,647.94	8,647.94	8,647.94	8,647.94	8,647.94	8,647.94
2727	4,070.79	4,070.79	4,070.79	4,070.79	4,070.79	4,070.79
2801.698.03 fy 26						
2801.698.05 fy 26						
2809-fy26						
	592.43					
	5,924.33	5,331.89				

non food costs

2801.698.03 hs	5,331.89	5,331.89	5,331.89	5,331.89	5,331.89	5,331.89
2801.698.05 ehs	3,808.83	3,808.83	3,808.83	3,808.83	3,808.83	3,808.83
2809	1,845.88	1,845.88	1,845.88	1,845.88	1,845.88	1,845.88
2727	592.43	592.43	592.43	592.43	592.43	592.43
2801.698.03 fy 26						
2801.698.05 fy 26						
2809-fy26						
	66,945.36					
	-					

senior nutrition for at risk sites

39575.25		39575.25	39575.25	39575.25	39575.25	39575.25

apr	may	june	july	aug	sept
36,637.13	36,637.13	36,637.13			
17,589.50	17,589.50	17,589.50			
8,647.94	8,647.94	8,647.94	8,647.94	8,647.94	
4,070.79	4,070.79	4,070.79	4,070.79	4,070.79	4,070.79
			36,637.13	36,637.13	36,637.13
			17,589.50	17,589.50	17,589.50
					8,647.94
5,331.89	5,331.89	5,331.89			
3,808.83	3,808.83	3,808.83			
1,845.88	1,845.88	1,845.88	1,845.88	1,845.88	
592.43	592.43	592.43	592.43	592.43	592.46
			5,331.89	5,331.89	5,331.89
			3,808.83	3,808.83	3,808.91
					1,845.88
				0.01	

476,035.67

GT

		OCT-June	
329,734.17	HS	$	329,734.17
158,305.50	EHS	$	158,305.50
95,127.34	EXP	$	77,831.46
48,849.48			
109,911.39			
52,768.50			
8,647.94			
47,987.01			
34,279.47			
20,304.68			
7,109.19			
-			
15,995.67			
11,426.57			
1,845.88			
942,292.80			

Atherton HS fd	20	20	20	8,560.80	17,086.80	4,384.80	30,032.40		3,480	3,480	3,480	2,502.70	355.98	HS	2801.698.03	801.012	2,267.25
adult meals		5			4,271.70		4,271.70		-	870	-					801.051	322.48
															2727	801.012	235.45
																801.051	33.50
Atherton EHS	16	16	16	9,013.44	17,990.24	4,616.64	31,620.32		3,664	3,664	3,664	2,635.03	562.20	EHS	2801.698.05	801.012	2,635.03
adult meals		6			6,746.34		6,746.34	**72,670.76**	-	1,374	-					801.051	562.20
Clio HS	40	40	40	$ 17,121.60	$ 34,173.60	$ 8,769.60	60,064.80		6,960	6,960	6,960	5,005.40	711.95		2801.698.03	801.012	4,504.86
adult meals		10			$ 8,543.40		8,543.40		-	1,740	-					801.051	640.75
															2727	801.012	500.54
																801.051	71.20
Clio EHS	16	16	16	9,013.44	17,990.24	4,616.64	31,620.32		3,664	3,664	3,664	2,635.03	562.20		2801.698.05	801.012	2,635.03
adult meals		6			6,746.34		6,746.34	**106,974.86**	-	1,374	-					801.051	562.20
Bendle HS	20	20	20	8,560.80	17,086.80	4,384.80	30,032.40		3,480	3,480	3,480	2,502.70	355.98		2801.698.03	801.012	2,267.25
adult meals		5		-	4,271.70	-	4,271.70	**34,304.10**	-	870	-					801.051	322.48
															2727	801.012	235.45
				-	-	-	-									801.051	33.50
Genesee HS fd	20	20	20	8,560.80	17,086.80	4,384.80	30,032.40		3,480	3,480	3,480	2,502.70	355.98		2801.698.03	801.012	2,267.25
adult meals		5			4,271.70		4,271.70		-	870	-					801.051	322.48
															2727	801.012	235.45
																801.051	33.50
Genesee EHS	8	8	8	4,506.72	8,995.12	2,308.32	15,810.16		1,832	1,832	1,832	1,317.51	281.10		2801.698.05	801.012	1,317.51
adult meals		3			3,373.17		3,373.17	**53,487.43**	-	687	-					801.051	281.10
grand blanc 1 & 2	40	40	40	17,121.60	34,173.60	8,769.60	60,064.80		6,960	6,960	6,960	5,005.40	711.95		2801.698.03	801.012	4,504.86
adult meals		10			8,543.40		8,543.40	68,608.20	-	1,740	-					801.051	640.75
															2727	801.012	500.54
																801.051	71.20
Kearsley HS 1 & 2	40	40	40	17,121.60	34,173.60	8,769.60	60,064.80		6,960	6,960	6,960	5,005.40	711.95		2801.698.03	801.012	4,504.86
adult meals		10		-	8,543.40	-	8,543.40		-	1,740	-					801.051	640.75
															2727	801.012	500.54
																801.051	71.20
				-	-	-	-		-	-	-	-	-				
					-		-		-	-	-						
kearsley EHS	16	16	16	9,013.44	17,990.24	4,616.64	31,620.32		3,664	3,664	3,664	2,635.03	562.20		2801.698.05	801.012	2,635.03
adult meals		6			6,746.34		6,746.34	**106,974.86**	-	1,374	-					801.051	562.20
				-	-	-	-		-	-	-	-	-				
					-		-	-	-	-	-						
	0	0	0	-	-	-	-		-	-	-	-	-				
		0			-		-		-	-	-						
				-	-	-	-		-	-	-	-	-				
					-		-		-	-	-						
								-									
Montrose	20	20	20	8,560.80	17,086.80	4,384.80	30,032.40		3,480	3,480	3,480	2,502.70	355.98		2801.698.03	801.012	2,267.25
adult meals		5			4,271.70		4,271.70		-	870	-					801.051	322.48
															2727	801.012	235.45
																801.051	33.50
Montrose EHS	8	8	8	4,506.72	8,995.12	2,308.32	15,810.16		1,832	1,832	1,832	1,317.51	281.10		2801.698.05	801.012	1,317.51
adult meals		3			3,373.17		3,373.17	**53,487.43**	-	687	-					801.051	281.10
Mt. Morris	20	20	20	8,560.80	17,086.80	4,384.80	30,032.40		3,480	3,480	3,480	2,502.70	355.98		2801.698.03	801.012	2,267.25
adult meals		5			4,271.70		4,271.70		-	870	-					801.051	322.48
															2727	801.012	235.45
																801.051	33.50
mt. morris ehs	8	8	8	4,506.72	8,995.12	2,308.32	15,810.16	**53,487.43**	1,832	1,832	1,832	1,317.51	281.10		2801.698.05	801.012	1,317.51
adult meals		3			3,373.17		3,373.17		-	687	-					801.051	281.10
				-	-	-	-		-	-	-	-	-				
					-		-	-	-	-	-						
SC - hs fd	20	20	20	8,560.80	17,086.80	4,384.80	30,032.40		3,480	3,480	3,480	2,502.70	355.98		2801.698.03	801.012	2,267.25
adult meals		5			4,271.70		4,271.70		-	870	-					801.051	322.48
															2727	801.012	235.45

															801.051	33.50
sc - ehs	8	8	8	4,506.72	8,995.12	2,308.32	15,810.16		1,832	1,832	1,832	1,317.51	281.10	2801.698.05	801.012	1,317.51
adult meals		3			3,373.17		3,373.17	**53,487.43**	-	687	-				801.051	281.10
WWH - hs	40	40	40	17,121.60	34,173.60	8,769.60	60,064.80		6,960	6,960	6,960	5,005.40	711.95	2801.698.03	801.012	4,504.86
adult meals		10			8,543.40		8,543.40		-	1,740	-				801.051	640.75
														2727	801.012	500.54
															801.051	71.20
WWH - EHS	16	16	16	9,013.44	17,990.24	4,616.64	31,620.32		3,664	3,664	3,664	2,635.03	562.20	2801.698.05	801.012	2,635.03
adult meals		6			6,746.34		6,746.34	**106,974.86**	-	1,374	-				801.051	562.20
TOTAL	**560**	**731**	**560**				**1,014,994.94**	**1,014,994.94**	**100,288**	**130,738**	**100,288**					

2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	27,207.00	
322.48	322.48	322.48	322.48	322.48	322.48	322.48	322.45	322.45	322.48	322.48	3,869.70	
235.45	235.45	235.45	235.45	235.45	235.45	235.45	235.45	235.45	235.45	235.45	2,825.40	72,670.76
33.50	33.50	33.50	33.50	33.50	33.50	33.50	33.50	33.50	33.50	33.50	402.00	
2,635.03	2,635.03	2,635.03	2,635.03	2,635.03	2,635.03	2,635.03	2,635.03	2,635.00	2,635.02	2,635.03	31,620.32	
562.20	562.20	562.20	562.20	562.20	562.20	562.20	562.14	562.20	562.20	562.20	6,746.34	
4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	54,058.32	106,974.86
640.75	640.75	640.75	640.75	640.75	640.75	640.75	640.75	640.75	640.75	640.75	7,689.00	
500.54	500.54	500.54	500.54	500.54	500.54	500.54	500.54	500.54	500.54	500.54	6,006.48	
71.20	71.20	71.20	71.20	71.20	71.20	71.20	71.20	71.20	71.20	71.20	854.40	
2,635.03	2,635.03	2,635.03	2,635.03	2,635.03	2,635.03	2,635.03	2,635.03	2,635.02	2,635.00	2,635.03	31,620.32	
562.20	562.20	562.20	562.20	562.20	562.20	562.20	562.14	562.20	562.20	562.20	6,746.34	
2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	27,207.00	
322.48	322.48	322.48	322.48	322.48	322.48	322.48	322.45	322.45	322.48	322.48	3,869.70	
235.45	235.45	235.45	235.45	235.45	235.45	235.45	235.45	235.45	235.45	235.45	2,825.40	34,304.10
33.50	33.50	33.50	33.50	33.50	33.50	33.50	33.50	33.50	33.50	33.50	402.00	
											-	
											-	
2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	27,207.00	
322.48	322.48	322.48	322.48	322.48	322.48	322.48	322.45	322.45	322.48	322.48	3,869.70	
235.45	235.45	235.45	235.45	235.45	235.45	235.45	235.45	235.45	235.45	235.45	2,825.40	53,487.43
33.50	33.50	33.50	33.50	33.50	33.50	33.50	33.50	33.50	33.50	33.50	402.00	
1,317.51	1,317.51	1,317.51	1,317.51	1,317.51	1,317.51	1,317.51	1,317.51	1,317.51	1,317.55	1,317.51	15,810.16	
281.10	281.10	281.10	281.10	281.10	281.10	281.10	281.07	281.10	281.10	281.10	3,373.17	
4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	54,058.32	
640.75	640.75	640.75	640.75	640.75	640.75	640.75	640.75	640.75	640.75	640.75	7,689.00	68,608.20
500.54	500.54	500.54	500.54	500.54	500.54	500.54	500.54	500.54	500.54	500.54	6,006.48	
71.20	71.20	71.20	71.20	71.20	71.20	71.20	71.20	71.20	71.20	71.20	854.40	
4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	54,058.32	
640.75	640.75	640.75	640.75	640.75	640.75	640.75	640.75	640.75	640.75	640.75	7,689.00	106,974.86
500.54	500.54	500.54	500.54	500.54	500.54	500.54	500.54	500.54	500.54	500.54	6,006.48	
71.20	71.20	71.20	71.20	71.20	71.20	71.20	71.20	71.20	71.20	71.20	854.40	
											-	
											-	
2,635.03	2,635.03	2,635.03	2,635.03	2,635.03	2,635.03	2,635.03	2,635.03	2,635.02	2,635.00	2,635.03	31,620.32	
562.20	562.20	562.20	562.20	562.20	562.20	562.20	562.14	562.20	562.20	562.20	6,746.34	
											-	-
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											-	
											-	
											-	
											-	
2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	27,207.00	
322.48	322.48	322.48	322.48	322.48	322.48	322.48	322.45	322.45	322.48	322.48	3,869.70	
235.45	235.45	235.45	235.45	235.45	235.45	235.45	235.45	235.45	235.45	235.45	2,825.40	53,487.43
33.50	33.50	33.50	33.50	33.50	33.50	33.50	33.50	33.50	33.50	33.50	402.00	
1,317.51	1,317.51	1,317.51	1,317.51	1,317.51	1,317.51	1,317.51	1,317.51	1,317.51	1,317.55	1,317.51	15,810.16	
281.10	281.10	281.10	281.10	281.10	281.10	281.10	281.07	281.10	281.10	281.10	3,373.17	
2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	27,207.00	
322.48	322.48	322.48	322.48	322.48	322.48	322.48	322.45	322.45	322.48	322.48	3,869.70	
235.45	235.45	235.45	235.45	235.45	235.45	235.45	235.45	235.45	235.45	235.45	2,825.40	
33.50	33.50	33.50	33.50	33.50	33.50	33.50	33.50	33.50	33.50	33.50	402.00	53,487.43
1,317.51	1,317.51	1,317.51	1,317.51	1,317.51	1,317.51	1,317.51	1,317.51	1,317.51	1,317.55	1,317.51	15,810.16	
281.10	281.10	281.10	281.10	281.10	281.10	281.10	281.07	281.10	281.10	281.10	3,373.17	
											-	-
											-	
2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	2,267.25	27,207.00	
322.48	322.48	322.48	322.48	322.48	322.48	322.48	322.45	322.45	322.48	322.48	3,869.70	
235.45	235.45	235.45	235.45	235.45	235.45	235.45	235.45	235.45	235.45	235.45	2,825.40	53,487.43

33.50	33.50	33.50	33.50	33.50	33.50	33.50	33.50	33.50	33.50	33.50	402.00	
1,317.51	1,317.51	1,317.51	1,317.51	1,317.51	1,317.51	1,317.51	1,317.51	1,317.51	1,317.55	1,317.51	15,810.16	
281.10	281.10	281.10	281.10	281.10	281.10	281.10	281.07	281.10	281.10	281.10	3,373.17	
4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	4,504.86	54,058.32	106,974.86
640.75	640.75	640.75	640.75	640.75	640.75	640.75	640.75	640.75	640.75	640.75	7,689.00	
500.54	500.54	500.54	500.54	500.54	500.54	500.54	500.54	500.54	500.54	500.54	6,006.48	
71.20	71.20	71.20	71.20	71.20	71.20	71.20	71.20	71.20	71.20	71.20	854.40	
2,635.03	2,635.03	2,635.03	2,635.03	2,635.03	2,635.03	2,635.03	2,635.03	2,635.02	2,635.00	2,635.03	31,620.32	
562.20	562.20	562.20	562.20	562.20	562.20	562.20	562.14	562.20	562.20	562.20	6,746.34	

REQUIREMENTS FOR SPONSOR PARTICIPATION IN THE SUMMER FOOD SERVICE PROGRAM (SFSP)

This section applies only if the sponsor selects this program on the sponsor information page of the application.

The Sponsor will comply with all provisions of 7 CFR Part 225

[7 CFR Part 225]

and all requirements developed and imposed by these regulations that incorporate the Sponsor Application for Participation by reference, as well as applicable provisions of 2 CFR Parts 400, 415, 416, et al. and United States Department of Agriculture and Michigan Department of Education guidance, hereby incorporated by reference.

The Sponsor also agrees to the following specific provisions, as applicable:

1. To hold final financial and administrative responsibility for the SFSP.
2. To operate a nonprofit food service during the period specified below [7 CFR 225.6(i)(1)].

[7 CFR 225.6(i)(1)]

3. **Meal periods**. To serve meals that meet the requirements and provisions set forth in 7 CFR 225.6(i), during times identified as meal service periods by the Sponsor, including

[7 CFR 225.6(i)]

   a. from May through September for children on school vacation;
   b. at any time of the year, in the case of sponsors administering the SFSP under a continuous school calendar system;
   c. from October through April, if it serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety, labor-management disputes, or, when approved by the Michigan Department of Education.

4. **Meal requirements**. To serve meals which meet the requirements and provisions of 7 CFR 225.16 and to serve the same meals to all children during meal service periods set by the Sponsor and that there is no discrimination during the food service. [7 CFR 225.6(i)(2) and (3)].

[7 CFR 225.6(i)(2) and (3)]

5. **No cost meals.** To serve meals without cost to all children. Camps may charge for meals served to children who are not served meals under the SFSP. [7 CFR 225.6(i)(4)]

[7 CFR 225.6(i)(4)]

6. **Free meal policy.** To issue a free meal policy statement following 7 CFR 225.6(f). [7 CFR 225.6(i)(5)]

7 CFR 225.6(f); 7 CFR 225.6(i)(5)]

7. **Administrative oversight.** Sponsors which are units of local, municipal, county, or State government, and sponsors which are private nonprofit organizations, will only be approved to administer the Program at sites where they have administrative oversight. Administrative oversight means that the sponsor shall be responsible for:
   a. Maintaining contact with meal service staff, ensuring that there is adequately trained meal service staff on site, monitoring the meal service throughout the period of the Program participation, and terminating meal service at a site if staff fail to comply with Program regulations; and
   b. Exercising management control over Program operations at sites throughout the period of Program participation by performing the functions specified in 7 CFR 225.15.

[7 CFR 225.15]

8. **Training**. To meet the training requirement for its administrative and personnel on site as required under 7 CFR 225.15(d)(1). [7 CFR 225.6(i)(6)]

[7 CFR 225.15(d)(1); 7 CFR 225.6(i)(6)]

9. **Reimbursement requirements**. To claim reimbursement only for the types of meals described in this Agreement or in each annual application update and served without charging children at approved sites during the approved meal service period, except at camps, as provided in 7 CFR 225.9(d); 7 CFR 225.6(i)(7)(i).

[7 CFR 225.9(d); 7 CFR 225.6(i)(7)(i)]

Claim reimbursement only for the types of meals specified in the application or in each annual update and served without charging children who meet the SFSP's income standards. Each annual application update will specify the approved levels of meal service for the Sponsor's sites if such levels are required under 7 CFR 225.6(i)(7).

[7 CFR 225.6(i)(7)]

No permanent changes may be made in the serving time of any meal unless the changes are approved by the Michigan Department of Education. [7 CFR 225.6(i)(7)(iv)]

[7 CFR 225.6(i)(7)(iv)]

10. **Submit claims.** To submit claims for reimbursement following procedures established by the Michigan Department of Education, and those stated in 7 CFR 225.9. Claims for reimbursement will include meal counts at the site level. [7 CFR 225.6(i)(8)]

[7 CFR 225.9; 7 CFR 225.6(i)(8)]

11. **Food safety**. In the storage, preparation, and service of food, to maintain proper sanitation and health standards, and comply with all applicable state and local laws and regulations [7 CFR 225.6(i)(9)].

[7 CFR 225.6(i)(9)].

12. **Food**. To accept and use, in quantities that may be efficiently used in the SFSP, foods offered under 7 CFR Part 250 (FDP); 7 CFR 225.6(i)(10)]

7 CFR Part 250 (FDP); 7 CFR 225.6(i)(10)]

13. **Proper facilities**. To have access to facilities necessary for storing, preparing, and serving food. [7 CFR 225.6(i)(11)]

[7 CFR 225.6(i)(11)]

14. **Financial management.** To maintain a financial management system as described by the Michigan Department of Education. [7 CFR 225.6(i)(12)]

[7 CFR 225.6(i)(12)]

15. **Recordkeeping.** Maintain on file documentation of site visits and reviews in accordance with 7 CFR 225.15(d)(2) and (3). [7 CFR 225.6(i)(13)]

7 CFR 225.15(d)(2); (3). [7 CFR 225.6(i)(13)]

16. **Record review.** Upon request, to make all SFSP accounts and records related to the SFSP available to state, federal, or other authorized officials for audit or administrative review, at a reasonable time and place. [7 CFR 225.6(i)(14)]

[7 CFR 225.6(i)(14)]

17. **Keeping records**. To maintain all SFSP records for a period of three years after the end of the fiscal year to which they apply unless audit or investigative findings have not been resolved. In that case the records shall be kept until all issues raised by the audit or investigation have been resolved. [7 CFR 225.6(i)(14)]

[7 CFR 225.6(i)(14)]

18. **Meals at site.** To maintain children on site while meals are eaten as required by 7 CFR 225.6(i)(15).

[7 CFR 225.6(i)(15)

19. **Multiple state operation.** If seeking to operate in multiple states, to apply and enter into an agreement with each state agency. To make records available to each state agency in the respective state to ensure the state agencies can complete their monitoring responsibilities.
20. **Unused funds**. To keep any funds (unused reimbursement) left at the end of the SFSP year to use as start-up funds for the following program year or for improving the Sponsor's SFSP services in the following SFSP year. As a final option, and to minimize expense, use toward the operation of other CNPs. [7 CFR 225.9(g)]

[7 CFR 225.9(g)]

CERTIFICATION

Section for all Child Nutrition Programs

To qualify for federal assistance, the program application MUST be accompanied by a written Assurance that the program or facility will be operated in compliance with the civil rights laws and nondiscrimination regulations.

1. The Sponsor hereby agrees to comply with:
    a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.),

b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.),
c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794),
d. the Age Discrimination Act of 1975 (42 U.S.C 6101 et seq.);
e. all provisions required by implementing regulations of the Department of Agriculture, Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42;
f. and FNS directives and guidelines, to the effect that no person will, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the Sponsor receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

2. By making this Assurance, the Sponsor agrees to compile data, maintain records and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books, and accounts as needed to determine compliance with the nondiscrimination laws. If there are any violations of this assurance, the USDA, Food and Nutrition Service, will have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Sponsor and its successors, transferees and assignees, as long as they receive assistance or have possession of any assistance from the Department.
3. The Sponsor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency. Additionally, the Sponsor certifies that its vendors/ subrecipients are neither excluded nor disqualified under the suspension and debarment rules found at 2 CFR Part 417 and 2 CFR Part 200 by checking the Excluded Parties List System (EPLS). This information can be found at https://sam.gov/content/home.

This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. The Sponsor, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

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

Genesee County

Staff Report

File #: RES-2025-2250 **Agenda Date:** 9/17/2025 **Agenda #:** 7.

To: Charles Winfrey, Human Services Committee Chairperson

From: Derrick Britton, Director of Veterans Services

RE: Approval of Professional Services Contract between Genesee County and Mass Transportation Authority, not to exceed $120,000.00, during FY26

BOARD ACTION REQUESTED:

Approval of Professional Services Contract between Genesee County and Mass Transportation Authority, not to exceed $120,000 during FY26; the amount paid from GL Number 2930-689.00-913.005.

BACKGROUND:

Mass Transportation Authority is the public transit operator serving Flint, Michigan and surrounding Genesee County.

DISCUSSION:

Transportation is a key component of the daily activities of life, especially when transitioning from military to civilian lifestyles, and is necessary when finding and maintaining housing, employment, and medical care. Through the Vets to Wellness program, MTA has addressed the challenges of coordinating and providing easily accessible and reliable transportation to the Genesee County Veteran population since 2018.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The FY26 budgeted amount of $120,000, which is less than previous years.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Vets to Wellness, Genesee County's partnership with MTA, is an innovative mobility initiative that was designed to improve access and increase transportation options for veterans in Genesee County using a highly coordinated, regionally based approach. It provides the convenience and personalization of ride-hailing services. The program has worked to eliminate the silos that exist in both transportation and social/government services and utilized technology to improve the rider's experience while creating efficiencies in the transportation network. Vets to Wellness offers a simplified and high-quality personalized transportation service, resources, and care that matches veterans' needs.

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 Veterans Services Director to authorize entering into an agreement between Genesee County and Mass Transportation Authority ("MTA"), whereby MTA will provide transportation services to Genesee County veterans, for the period commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed $120,000.00 to be paid from account 2930-689.00-913.005, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the September 17, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement, after its approval by Corporation Counsel, on behalf of Genesee County.

FARE REIMBURSEMENT AGREEMENT

BETWEEN

MASS TRANSPORTATION AUTHORITY ("MTA")
1401 S. Dort Highway
Flint, MI 48503

County of Genesee, a Michigan Municipal Corporation
Contract Administrator: Derrick Britton
1101 Beach Street, Flint, Michigan 48502

THIS AGREEMENT, as set forth herein between MTA and ***County of Genessee, a Michigan Municipal Corporation,*** represents a mutual understanding and agreement whereby MTA agrees to use best efforts to provide certain services within Genesee County, as set forth below.

A. PURPOSE:

County of Genessee, a Michigan Municipal Corporation agrees to partner with the MTA to utilize the MTA's Rides to Wellness/Same Day Service transportation for their inpatient and outpatient clients. This transportation service will be provided to patients utilizing medical services who have no other means of transportation and who have a demonstrated need for personalized transportation assistance. This service is primarily to serve Genesee County residents, with limited service to surrounding Counties and represents a service level in excess of what MTA currently provides.

B. RESPONSIBILITIES OF THE MTA:

1. Between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, MTA agrees to use best efforts to provide transportation and personal assistance to patients who need transportation and an additional level of support. Service will be provided in accordance with MTA's established policies and procedures and includes assistance to and from the vehicle and to and from the entrance of the facility. MTA drivers will provide assistance to patients while: (1) boarding and exiting the vehicle, (2) entering or exiting their homes, and (3) accessing any related destinations authorized by ***County of Genessee, a Michigan Municipal Corporation***.
2. MTA drivers will be provided specific training to properly assist ***County of Genessee, a Michigan Municipal Corporation*** patients in accessing this Service and all authorized related destinations.

3. MTA retains the right to deny service to any passenger that could potentially endanger the health and wellbeing of the driver.
4. MTA will generally utilize passenger vehicles for this Service, however, “lift” vehicles may be utilized on occasion, as needed.
5. MTA will develop quality control measures and will incorporate this Service program into its current system for addressing customer service-related concerns, comments, and complaints.
6. The MTA recognizes that efficient scheduling of Same Day Service is essential for its long-term viability. In order to ensure consistent, efficient application of services, Same Day Service trips will be scheduled by a designated ***County of Genessee, a Michigan Municipal Corporation*** representative at least 30 minutes in advance of the need for a pick up. Additional “connected” trips can be added, for an additional fee, if the patient needs to stop at a pharmacy or other destination authorized by ***County of Genessee, a Michigan Municipal Corporation***.
7. MTA will use all reasonable measures to provide pick up times that are within 45 minutes of the time the ride is requested for same day, on-demand pick-ups. If the ride is requested for a future time (pre-scheduled), MTA commits to picking up the passenger within a 30-minute window of the pick-up time indicated when the ride is scheduled.
8. MTA will track each trip provided and will invoice ***County of Genessee, a Michigan Municipal Corporation*** on a monthly basis at the rates designated in attached fee schedule. (See Attached Fee Schedule)
9. Upon prior approval by the designated ***County of Genessee, a Michigan Municipal Corporation*** representative, MTA will transport a patient into or from surrounding counties. The rate for trips outside of Genesee County is $25/per one-way trip. These trips may be performed in partnership with the transit agencies in each respective county.
10. MTA agrees to release and hold harmless ***County of Genessee, a Michigan Municipal Corporation***, its employees and agents, from all claims, loss, liability or expense (including attorney’s fees) arising from bodily injury, property damage or death to any person or persons resulting directly or indirectly for the provision of transportation services under this Agreement.

C. Suspension of Work

1.1 Necessary Actions Before Suspension

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

1.2 Agreement to Suspend Performance

Upon receipt of a written Order from the Contract Administrator specifying the date and time the Suspension is effective, and whether trips in progress and trips booked, but not yet in progress, are to be completed, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

D. NONDISCRIMINATION

Each Party covenants that it 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 (including but not limited to sexual identity, gender, gender identity and/or gender expression), height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Each Party also agrees to require the same nondiscrimination assurances from any subcontractor used to carry out the services under this contract.

Further, each Party agrees not to discriminate against businesses that are owned by women, minorities, or persons with disabilities in providing services under this Agreement and shall require the same assurances from subcontractors. A breach of this covenant shall be considered a material breach of this contract.

E. MTA NO SHOW POLICY/PROCEDURE

a. The MTA No Show Policy is intended to encourage riders to call in advance and cancel unneeded trip reservations. Passengers who continually fail to cancel or take the scheduled rides are reserving capacity that could be available to another passenger. Passengers who have three (3) or more no shows or a combination of six (6) No Show or Late Cancels within a 30-day period may be suspended from service for 30 days. After each no show, the individual shall be notified in writing. After the third no show, the passenger shall be notified in writing as to their suspension from the service. The passenger will be notified in writing after the 4th and 5th Late Cancels. After six (6) No Shows and/or Late Cancels, the passenger shall be notified in writing as to their suspension from the service. If a client is a no show on two legs of their trip, there will be only one $20 charge of the two no shows per round trip.

F. RESPONSIBILITIES OF PARTNER NAME

a. ***County of Genessee, a Michigan Municipal Corporation*** designated representatives will contact the Same Day Service call center or use the online portal to request all transportation services.

b. ***County of Genessee, a Michigan Municipal Corporation*** agrees to promptly pay the established fare for all services received from MTA within thirty (30) days of receipt. If payment is not timely received, in full, MTA may deny transportation services under this Agreement, and, reserves the right to exercise all rights and remedies available to it at law or otherwise.

c. ***County of Genessee, a Michigan Municipal Corporation*** agrees to release and hold harmless the MTA, its employees and agents, from all claims, loss, liability or expense (including attorney's fees) arising from bodily injury, property damage or death to any person or persons resulting directly or indirectly for the provision of transportation services under this Agreement.

G. TERM:

a. This Agreement shall remain in effect for a period of one (1) year from the date signed by the parties and can be extended thereafter by the mutual agreement of the parties. Termination of this Agreement requires thirty (30) days advance written notice by either party, served to the address indicated above.

H. ENTIRE AGREMENT:

- **a.** This Agreement contains the entire agreement among the parties, supersedes all previous understandings, and may only be amended in writing and signed by the parties.
- **b.** SIGNATURES:

MASS TRANSPORTATION AUTHORITY

Signed by: ___________________________________ Date: ________________

Edgar H. Benning, General Manager

County of Genessee, a Michigan Municipal Corporation

Signed by: ___________________________________ Date: _______________

FEE SCHEDULE to

County of Genessee, a Michigan Municipal Corporation

for

MTA Flint's Rides to Wellness Service

One-way trip (within Genesee County)	$20.00
Connected trip (within Genesee County) *Connected trip is one additional stop in the course of a regular one-way trip. Ex: Patient stops at pharmacy on way home from hospital.	$10.00 per connection
One-way trip to or from Lapeer, Shiawassee, Oakland, Saginaw, Livingston, or Tuscola Counties (all counties immediately surrounding Genesee)	$25.00
Flat rate for any trips occurring outside of counties listed above (up to four hours) i.e. Detroit, Macomb County, Ann Arbor.	$60.00 flat rate (up to four hours) each additional hour is $20.00
Connected trip outside of Genesee County (During course of intercounty trip)	$20.00 per connection

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

File #: RES-2025-2262 **Agenda Date:** 9/17/2025 **Agenda #:** 8.

To: Charles Winfrey, Human Services Committee Chairperson

From: Pamela Coleman, GCCARD Director

RE: Approval of a request to Enter into a Food Service Contract with Clio Community Schools for 2025-2026 in an amount not to exceed $106,974.86

BOARD ACTION REQUESTED:

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to enter into a food service contract between Clio Community Schools and Genesee County in an amount not to exceed $106,974.86 from September 1, 2025 through August 31, 2026, with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

BACKGROUND:

The cost of the contract is based on the actual number of breakfasts, lunches, snacks and adult meals ordered per day, times the Child and Adult Care Food Program reimbursement (lunch $4.91 per meal, breakfast $2.46 per meal and snack $1.26 per meal) an amount not to exceed $106,974.86. The Clio Community Schools food contract is to provide these meals to the Head Start and Early Head Start programs operated in their own school building.

DISCUSSION:

GCCARD requests authorization to enter into a food service contract in an amount not to exceed $106,974.86 to provide meals to Clio Community Schools Head Start and Early Head Start classrooms for the 2025-2026 school year.

IMPACT ON HUMAN RESOURCES:

There will be no impact on Human Resources.

IMPACT ON BUDGET:

The costs are split up according to the county fiscal year and grant year as follows: Fund# 2801-698.03-801.012 (Sept. 2025-$4,504.86, Oct. 2025-June 2026-$40,543.74, July 2026-August 2026-$9,009.72), Fund# 2801-698.03-801.051 (Sept. 2025-$640.75, Oct. 2025-June 2026-$5,766.75, July 2026-August 2026-$1,281.50), Fund# 2801-698.05-801.012 (Sept. 2025-$2,635.03, Oct. 2025-June 2026-$23,715.24, July 2026-August 2026-$5,270.05), Fund# 2801-698.05-801.051 (Sept. 2025-$562.20, Oct. 2025-June 2026-$5,059.74, July 2026-August 2026-$1,124.40), Fund# 2727-698.03-801.012 (Sept. 2025-$500.54), Fund# 2727-698.03-801.051 (Sept. 2025-$71.20), Fund# 2727-698.03-801.012 (Oct. 2025-August 2026-$5,505.94), and Fund# 2727-698.03-801.051 (Oct. 2025-

August 2026-$783.20). **No general fund dollars are being requested.**

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 priorities of Healthy, Livable and Safe Communities and Community Growth by providing children in the Head Start and Early Head Start programs nutritious meals to give them the best possible start.

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 entering into the Food Service Contract between Genesee County and Clio Community Schools, whereby the school will provide breakfast, lunch, and snacks to the Head Start and Early Head Start programs operating within the school, at a total cost to exceed $106,974.86 for the period commencing September 1, 2025, through August 31, 2026, split up according to the county fiscal year and grant year in accounts: Fund# 2801-698.03-801.012 (Sept. 2025-$4,504.86, Oct. 2025-June 2026-$40,543.74, July 2026-August 2026-$9,009.72); Fund# 2801-698.03-801.051 (Sept. 2025-$640.75, Oct. 2025-June 2026-$5,766.75, July 2026-August 2026-$1,281.50); Fund# 2801-698.05-801.012 (Sept. 2025-$2,635.03, Oct. 2025-June 2026-$23,715.24, July 2026-August 2026-$5,270.05); Fund# 2801-698.05-801.051 (Sept. 2025-$562.20, Oct. 2025-June 2026-$5,059.74, July 2026-August 2026-$1,124.40); Fund# 2727-698.03-801.012 (Sept. 2025-$500.54); Fund# 2727-698.03-801.051 (Sept. 2025-$71.20); Fund# 2727-698.03-801.012 (Oct. 2025-August 2026-$5,505.94); and Fund# 2727-698.03-801.051 (Oct. 2025-August 2026-$783.20), is approved (a copy of the memorandum request, contract, and supporting documents being on file with the official records of the September 17, 2025, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

CACFP Vended Meal Agreement

Child and Adult Care Food Program (CACFP) Sponsors may purchase meals/snacks from a non-commercial vendor. Non-commercial vendors include school food authorities or another department within the CACFP Sponsor's organization.

A. Intent

This solicitation is for the purpose of entering into an agreement for the purchase of vended meals for County of Genesee, referred to as the Sponsor. The party preparing meals, Clio Community Schools, will be referred to as the Vendor, and the agreement will be between the Sponsor and Vendor.

B. Meals, Meal Requirements

1. All meals provided shall conform with the U.S. Department of Agriculture's requirements for those meals and the age groups served. (7 CFR 226.20) The CACFP meal patterns can be found on the USDA website.

2. The Vendor will prepare the following meals: **breakfast, lunch, PM snack,** including **eating utensils, paper service items, condiments**, and provide safe transportation containers.

   Meals will be delivered in **bulk** form. Milk **will** be provided by the Vendor.

   The Vendor will provide meals for the following site(s):

Site Name	Address	License Number	CACFP Meal Pattern(s) to be Serve
Clio Head Start-Edgerton	11218 N. Linden Rd., Clio MI 48420	DC254015495	B,L,S Ages 3-5
Clio Early Head Start	424 Rogers Lodge Dr., Clio MI 48420	DC250405181	B,L,S, Ages 1-3
Clio Head Start	301 Rogers Lodge Dr., Clio MI 48420	DC250328384	B,L,S, Ages 3-5

3. The Vendor shall be liable for meals that do not meet the meal pattern requirements specified in this agreement or are spoiled or unwholesome at the delivery time. The Sponsor shall not pay for such meals.

4. The Vendor shall make meal modifications and variations in reimbursable meals and snacks, including substitutions, for children with disabilities when their disability restricts their diet, and they are unable to consume meals and snacks because of medical or other special dietary needs. The Vendor shall also make variations for meals, snacks, and fluid milk substitutions for non-disability reasons. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by the USDA Food and Nutrition Service. Such statement shall, in the case of a child with a disability, be signed by state licensed Physician (MD or DO), Physician Assistant (PA), an Advanced Practice Care Nurse (such as a Nurse Practitioner NP) or Registered Dietitian Nutritionist (RD or RDN) or, in the case of a non-disabled child or adult participant, be signed by a parent or guardian. There will be no additional charge to the participant for such substitutions. [7 CFR 226.20 (g)]

C. Meal Charges – Ages 1-2 and Ages 3-5

Each meal type is priced separately:

Meal Type	Estimated Servings Per Day	Estimated Annual Number of Serving Days	Price per Meal	Total Price
Breakfast	40 hs/16 ehs	174 hs/229 ehs	$2.46	$26,135.04
Lunch/Supper	40 hs/16 ehs	174 hs/229 ehs	$4.91	$52,163.84
Lunch/Supper (adult)	10 hs/6 ehs	174 hs/229 ehs	$4.91	$15,289.74
Snack	40 hs/16 ehs	174 hs/229 ehs	$1.26	$13,386.24

Other (Specify)				
TOTAL				**$106,974.86**

D. Special Dietary Needs

The Sponsor and Vendor must agree on how charges are assessed for special dietary needs. Prices are the same as chart above.

E. Delivery, Ordering, and Payment

1. Delivery of meals to be served will be made to the Sponsor's dining site(s) or ready for pick-up by <u>10:40 a.m.</u> for each day. The Vendor is liable for meals delivered outside of the agreed-upon delivery time.
2. The Sponsor shall notify the Vendor by telephone or in person each day before <u>9:00 a.m</u>. of the total number of meals needed for that day and/or the following day.
3. The Vendor shall invoice the Sponsor monthly, using the <u>10th</u> of the month following the delivery of meals.
4. The Vendor shall receive a fixed price per meal for **breakfast, lunch**.
5. The Vendor shall receive a fixed price per unit for each reimbursable snack served in the Child and Adult Care Food Program.

F. Health and Sanitation

The Vendor agrees that the state and local health and sanitation requirements are met. Following Hazard Analysis and Critical Control Point (HACCP) guidelines, all food will be properly stored, prepared, packaged, and transported free of contamination and at appropriate temperatures.

G. Recordkeeping

1. The Vendor agrees to keep all records related to this agreement, including food purchased, daily quantities prepared, delivered daily menu records, and delivery receipts. The Vendor must maintain all records for three years after the end of the fiscal year or until the final resolution of outstanding audits or claims. The Vendor must submit delivery reports and invoices to the Sponsor no less often than monthly.
2. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office at any reasonable time and place.

H. Terms and Termination

1. This agreement shall be for **one-year,** effective **September 1, 2025**, or upon written approval of the Michigan Department of Education agreement, whichever occurs last, and ending on **August 31, 2026**.

   In no event shall the agreement become effective without the prior approval of MDE.

2. The Sponsor or the Vendor may terminate the agreement with or without cause by giving 60 days' written notice.

I. Non-Performance by Vendor

For meals that do not meet the CACFP meal requirements, the Sponsor shall procure meals and charge the Vendor to procure the meals. If the Vendor fails to deliver any meals according to the agreement terms, the Sponsor shall procure the meals from another source. The Sponsor will charge the Vendor the costs of replacing these meals.

AGREEMENT PAGE

Sponsors are responsible for assuring compliance with all applicable CACFP regulations.

This Vendor certifies that they shall operate per all applicable State and Federal laws and regulations. This agreement, attachments, and the Vendor's proposal, with addenda, if any, constitute the entire agreement between the Sponsor and the Vendor. The parties shall not execute any additional documents about the agreement except as permitted by applicable law. This agreement shall be in effect for one year.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representative on this day and year.

ATTEST:

____

Signature of Witness for Sponsor

SPONSOR:

____

Signature of Sponsor Representative

Delrico Loyd

Name

Chairperson, Genesee County

Title

____

Date

ATTEST:

____

Signature of Witness for Vendor

VENDED MEAL COMPANY:

____

Signature of Company Representative

____

Name

____

Title

____

Date

GENESEE COUNTY
MICHIGAN

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) **Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)**

   Yes: ☑ (Go to Question 2)

   No: ☐ (Go to Question 4)

2) **If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?**

   Yes: ☐ This project requires a contract, skip to the contracts section.

   No: ☑ (Go to Question 3)

3) **Has the vendor presented a document for the county to sign?**

   Yes: ☑

   - This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

   No: ☐

   - Use a **Purchase Order** You do not need to complete the remainder of this form.

4) **Is this a request for services, an IT submission, or construction work?**

   Yes: ☐ This project requires a contract, skip to the contracts section.

   No: ☑ Contact Corporate Counsel office prior to submitting into Legistar.

CONTRACTS

*** After selecting a template, contact the Risk Manager to obtain insurance requirements <u>before</u> submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

1) **Is this a new contract or a renewal/extension?** renewal - CACFP contract

   a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and <u>all</u> prior amendments in the review process.

   b. New Contract: Go to Question 2.

2) How is the contract funded?

a. Budgeted or General Funds: ☐ (Go to Question 3)

b. Grant Funded: ☑ (Go to Question 4)

c. Millage Funded: ☐ (Go to Question 5)

3) What is the vendor providing?

a. Services: ______

- Use the **Professional Service Contract Template**

b. Construction/Physical Building Altercation/Remodel ______

- If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

*** To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. ***

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

a. If the service provider is a **contractor**, go back to Question 3.

b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: ☐ No: ☑

a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.

b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?

If **yes**, use the template/previous agreement.
If **no**, contact Corporate Counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: ☑ No: ☐

a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

***** If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.

Genesee County

Staff Report

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

File #: RES-2025-2264 **Agenda Date:** 9/17/2025 **Agenda #:** 9.

To: Charles Winfrey, Human Services Committee Chairperson

From: Pamela Coleman, GCCARD Director

RE: Approval of a request to enter into a food service contract with Montrose Community School District for 2025-2026 in an amount not to exceed $53,487.43

BOARD ACTION REQUESTED:

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to enter into a food service contract between Montrose Community School District and Genesee County in an amount not to exceed $53,487.43 from September 1, 2025 through August 31, 2026, with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

BACKGROUND:

The cost of the contract is based on the actual number of breakfasts, lunches, snacks and adult meals ordered per day, times the Child and Adult Care Food Program reimbursement (lunch $4.91 per meal, breakfast $2.46 per meal and snack $1.26 per meal) an amount not to exceed $53,487.43. The Montrose Community School District food contract is to provide meals to the Head Start and Early Head Start programs operated in their own school building.

DISCUSSION:

GCCARD requests authorization to enter into a food service contract in an amount not to exceed $53,487.43 to provide meals to Montrose Community Schools Head Start and Early Head Start classrooms for the 2025-2026 school year.

IMPACT ON HUMAN RESOURCES:

There will be no impact on Genesee County Human Resources.

IMPACT ON BUDGET:

The costs are split up according to the county fiscal year and grant year as follows: Fund# 2801-698.03-801.012 (Sept. 2025-$2,267.25, Oct. 2025-June 2026-$20,405.25, July 2026-August 2026-$4,534.50), Fund# 2801-698.03-801.051 (Sept. 2025-$322.48, Oct. 2025-June 2026-$2,902.26, July 2026-August 2026-$644.96), Fund# 2801-698.05-801.012 (Sept. 2025-$1,317.51, Oct. 2025-June 2026-$11,857.59, July 2026-August 2026-$2,635.06), Fund# 2801-698.05-801.051 (Sept. 2025-$281.10, Oct. 2025-June 2026-$2,529.87, July 2026-August 2026-$562.20), Fund# 2727-698.03-801.012 (Sept. 2025-$235.45), Fund# 2727-698.03-801.051 (Sept. 2025-$33.50), Fund# 2727-698.03-801.012 (Oct. 2025-August 2026-$2,589.95), and Fund# 2727-698.03-801.051 (Oct. 2025-

August 2026-$368.50). **No general fund dollars are being requested.**

IMPACT ON FACILITIES:

This does not impact Genesee County facilities.

IMPACT ON TECHNOLOGY:

This does not impact Genesee County technology.

CONFORMITY TO COUNTY PRIORITIES:

This memorandum conforms to Genesee County's priorities of Healthy, Livable and Safe Communities and Community Growth by providing children in the Head Start program nutritious meals to give them the best possible start.

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 Executive Director of the Genesee County Community Action Resource Department (“GCCARD”) to authorize entering into the Food Service Contract between Genesee County and Montrose Community School District, whereby the school will provide breakfast, lunch, and snacks to the Head Start and Early Head Start programs operating within the school, at a total cost not to exceed $53,487.43 for the period commencing September 1, 2025, through August 31, 2026, split up according to the county fiscal year and grant year in accounts: #2801-698.03-801.012 (Sept. 2025-$2,267.25, Oct. 2025-June 2026-$20,405.25, July 2026-August 2026-$4,534.50); #2801-698.03-801.051 (Sept. 2025-$322.48, Oct. 2025-June 2026-$2,902.26, July 2026-August 2026-$644.96); #2801-698.05-801.012 (Sept. 2025-$1,317.51, Oct. 2025-June 2026-$11,857.59, July 2026-August 2026-$2,635.06); #2801-698.05-801.051 (Sept. 2025-$281.10, Oct. 2025-June 2026-$2,529.87, July 2026-August 2026-$562.20); #2727-698.03-801.012 (Sept. 2025-$235.45); #2727-698.03-801.051 (Sept. 2025-$33.50); #2727-698.03-801.012 (Oct. 2025-August 2026-$2,589.95); and #2727-698.03-801.051 (Oct. 2025-August 2026-$368.50), is approved (a copy of the memorandum request, contract, and supporting documents being on file with the official records of the September 17, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this board is authorized to execute the contract on behalf of Genesee County.

CACFP Vended Meal Agreement

Child and Adult Care Food Program (CACFP) Sponsors may purchase meals/snacks from a non-commercial vendor. Non-commercial vendors include school food authorities or another department within the CACFP Sponsor's organization.

A. Intent

This solicitation is for the purpose of entering into an agreement for the purchase of vended meals for County of Genesee**,** referred to as the Sponsor. The party preparing meals, Montrose Community School District, will be referred to as the Vendor, and the agreement will be between the Sponsor and Vendor.

B. Meals, Meal Requirements

1. All meals provided shall conform with the U.S. Department of Agriculture's requirements for those meals and the age groups served. (7 CFR 226.20) The CACFP meal patterns can be found on the USDA website.

2. The Vendor will prepare the following meals: **breakfast, lunch, PM snack,** including **eating utensils, paper service items, condiments**, and provide safe transportation containers.

   Meals will be delivered in **bulk** form. Milk **will** be provided by the Vendor.

   The Vendor will provide meals for the following site(s):

Site Name	Address	License Number	CACFP Meal Pattern(s) to be Serve
Montrose Head Start	200 Park St., Montrose MI 48457	DC250314338	B,L,S Ages 3-5
Montrose Early Head Start	150 Saginaw St., Montrose MI 48457	DC250379149	B,L,S, Ages 1-3

3. The Vendor shall be liable for meals that do not meet the meal pattern requirements specified in this agreement or are spoiled or unwholesome at the delivery time. The Sponsor shall not pay for such meals.

4. The Vendor shall make meal modifications and variations in reimbursable meals and snacks, including substitutions, for children with disabilities when their disability restricts their diet, and they are unable to consume meals and snacks because of medical or other special dietary needs. The Vendor shall also make variations for meals, snacks, and fluid milk substitutions for non-disability reasons. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by the USDA Food and Nutrition Service. Such statement shall, in the case of a child with a disability, be signed by state licensed Physician (MD or DO), Physician Assistant (PA), an Advanced Practice Care Nurse (such as a Nurse Practitioner NP) or Registered Dietitian Nutritionist (RD or RDN) or, in the case of a non-disabled child or adult participant, be signed by a parent or guardian. There will be no additional charge to the participant for such substitutions. [7 CFR 226.20 (g)]

C. Meal Charges – Ages 1-2 and Ages 3-5

Each meal type is priced separately:

Meal Type	Estimated Servings Per Day	Estimated Annual Number of Serving Days	Price per Meal	Total Price
Breakfast	20 hs/8 ehs	174 hs/229 ehs	$2.46	$13,067.52
Lunch/Supper	20 hs/8 ehs	174 hs/229 ehs	$4.91	$26,081.92
Lunch/Supper (adult)	5 hs/3 ehs	174 hs/229 ehs	$4.91	$7,644.87
Snack	20 hs/8 ehs	174 hs/229 ehs	$1.26	$6,693.12
TOTAL				**$53,487.43**

D. Special Dietary Needs

The Sponsor and Vendor must agree on how charges are assessed for special dietary needs. Prices are the same as chart above.

E. Delivery, Ordering, and Payment

1. Delivery of meals to be served will be made to the Sponsor's dining site(s) or ready for pick-up by 10:30 a.m. for each day. The Vendor is liable for meals delivered outside of the agreed-upon delivery time.
2. The Sponsor shall notify the Vendor by telephone or in person each day before 9:00 a.m. of the total number of meals needed for that day and/or the following day.
3. The Vendor shall invoice the Sponsor monthly, using the 10th of the month following the delivery of meals.
4. The Vendor shall receive a fixed price per meal for **breakfast, lunch**.
5. The Vendor shall receive a fixed price per unit for each reimbursable snack served in the Child and Adult Care Food Program.

F. Health and Sanitation

The Vendor agrees that the state and local health and sanitation requirements are met. Following Hazard Analysis and Critical Control Point (HACCP) guidelines, all food will be properly stored, prepared, packaged, and transported free of contamination and at appropriate temperatures.

G. Recordkeeping

1. The Vendor agrees to keep all records related to this agreement, including food purchased, daily quantities prepared, delivered daily menu records, and delivery receipts. The Vendor must maintain all records for three years after the end of the fiscal year or until the final resolution of outstanding audits or claims. The Vendor must submit delivery reports and invoices to the Sponsor no less often than monthly.
2. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office at any reasonable time and place.

H. Terms and Termination

1. This agreement shall be for **one-year,** effective **September 1, 2025**, or upon written approval of the Michigan Department of Education agreement, whichever occurs last, and ending on **August 31, 2026**.

   In no event shall the agreement become effective without the prior approval of MDE.

2. The Sponsor or the Vendor may terminate the agreement with or without cause by giving 60 days’ written notice.

I. Non-Performance by Vendor

For meals that do not meet the CACFP meal requirements, the Sponsor shall procure meals and charge the Vendor to procure the meals. If the Vendor fails to deliver any meals according to the agreement terms, the Sponsor shall procure the meals from another source. The Sponsor will charge the Vendor the costs of replacing these meals.

AGREEMENT PAGE

Sponsors are responsible for assuring compliance with all applicable CACFP regulations.

This Vendor certifies that they shall operate per all applicable State and Federal laws and regulations. This agreement, attachments, and the Vendor's proposal, with addenda, if any, constitute the entire agreement between the Sponsor and the Vendor. The parties shall not execute any additional documents about the agreement except as permitted by applicable law. This agreement shall be in effect for one year.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representative on this day and year.

ATTEST:

____
Signature of Witness for Sponsor

SPONSOR:

____
Signature of Sponsor Representative

Delrico Loyd
Name

Chairperson, Genesee County
Title

____
Date

ATTEST:

____
Signature of Witness for Vendor

VENDED MEAL COMPANY:

____
Signature of Company Representative

____
Name

____
Title

____
Date

GENESEE COUNTY MICHIGAN

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) **Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)**

   Yes: ☑ (Go to Question 2)

   No: ☐ (Go to Question 4)

2) **If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?**

   Yes: ☐ This project requires a contract, skip to the contracts section.

   No: ☑ (Go to Question 3)

3) **Has the vendor presented a document for the county to sign?**

   Yes: ☑

   - This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

   No: ☐

   - Use a **Purchase Order** You do not need to complete the remainder of this form.

4) **Is this a request for services, an IT submission, or construction work?**

   Yes: ☐ This project requires a contract, skip to the contracts section.

   No: ☑ Contact Corporate Counsel office prior to submitting into Legistar.

CONTRACTS

*** After selecting a template, contact the Risk Manager to obtain insurance requirements <u>before</u> submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

1) **Is this a new contract or a renewal/extension?** renewal - CACFP contract

   a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and <u>all</u> prior amendments in the review process.

   b. New Contract: Go to Question 2.

2) How is the contract funded?

a. Budgeted or General Funds: ☐ (Go to Question 3)

b. Grant Funded: ☑ (Go to Question 4)

c. Millage Funded: ☐ (Go to Question 5)

3) What is the vendor providing?

a. Services: ______
- Use the **Professional Service Contract Template**

b. Construction/Physical Building Altercation/Remodel ______
- If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

*** To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. ***

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

a. If the service provider is a **contractor**, go back to Question 3.

b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: ☐ No: ☑

a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.

b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?

If **yes**, use the template/previous agreement.
If **no**, contact Corporate Counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: ☑ No: ☐

a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

***** If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.

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

Genesee County

Staff Report

File #: RES-2025-2266 **Agenda Date:** 9/17/2025 **Agenda #:** 10.

To: Charles Winfrey, Human Services Committee Chairperson

From: Pamela Coleman, GCCARD Director

RE: Approval of a request to enter into a food service contract with Westwood Heights School District for 2025-2026 in an amount not to exceed $106,974.86

BOARD ACTION REQUESTED:

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to enter into a food service contract between Westwood Heights School District and Genesee County in an amount not to exceed $106,974.86 from September 1, 2025 through August 31, 2026, with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

BACKGROUND:

The cost of the contract is based on the actual number of breakfasts, lunches, snacks and adult meals ordered per day, times the Child and Adult Care Food Program reimbursement (lunch $4.91 per meal, breakfast $2.46 per meal and snack $1.26 per meal) an amount not to exceed $106,974.86. The Westwood Heights School District food contract is to provide meals to the Head Start and Early Head Start programs operated in their own school building.

DISCUSSION:

GCCARD requests authorization to enter into a food service contract in an amount not to exceed $106,974.86 to provide meals to Westwood Heights School District Head Start and Early Head Start classrooms for the 2025-2026 school year.

IMPACT ON HUMAN RESOURCES:

There will be no impact on Genesee County Human Resources.

IMPACT ON BUDGET:

The costs are split up according to the county fiscal year and grant year as follows: Fund# 2801-698.03-801.012 (Sept. 2025-$4,504.86, Oct. 2025-June 2026-$40,543.74, July 2026-August 2026-$9,009.72), Fund# 2801-698.03-801.051 (Sept. 2025-$640.75, Oct. 2025-June 2026-$5,766.75, July 2026-August 2026-$1,281.50), Fund# 2801-698.05-801.012 (Sept. 2025-$2,635.03, Oct. 2025-June 2026-$23,715.24, July 2026-August 2026-$5,270.05), Fund# 2801-698.05-801.051 (Sept. 2025-$562.20, Oct. 2025-June 2026-$5,059.74, July 2026-August 2026-$1,124.40), Fund# 2727-698.03-801.012 (Sept. 2025-$500.54), Fund# 2727-698.03-801.051 (Sept. 2025-$71.20), Fund# 2727-698.03-801.012 (Oct. 2025-August 2026-$5,505.94), and Fund# 2727-698.03-801.051 (Oct. 2025-

August 2026-$783.20). **No general fund dollars will be used.**

IMPACT ON FACILITIES:

This does not impact Genesee County facilities.

IMPACT ON TECHNOLOGY:

This does not impact Genesee County technology.

CONFORMITY TO COUNTY PRIORITIES:

This memorandum conforms to Genesee County's priorities of Healthy, Livable and Safe Communities and Community Growth by providing children in the Head Start and Early Head Start programs nutritious meals to give them the best possible start.

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 entering into the Food Service Contract between Genesee County and Westwood Heights School District, whereby the school will provide breakfast, lunch, and snacks to the Head Start and Early Head Start programs operating within the school, at a total cost not to exceed $106,974.86 for the period commencing September 1, 2025, through August 31, 2026, split up according to the county fiscal year and grant year in accounts: #2801-698.03-801.012 (Sept. 2025 -$4,504.86, Oct. 2025-June 2026-$40,543.74, July 2026-August 2026-$9,009.72); #2801-698.03-801.051 (Sept. 2025-$640.75, Oct. 2025-June 2026-$5,766.75, July 2026-August 2026-$1,281.50); #2801-698.05-801.012 (Sept. 2025-$2,635.03, Oct. 2025-June 2026-$23,715.24, July 2026-August 2026-$5,270.05); #2801-698.05-801.051 (Sept. 2025-$562.20, Oct. 2025-June 2026-$5,059.74, July 2026-August 2026-$1,124.40); #2727-698.03-801.012 (Sept. 2025-$500.54); #2727-698.03-801.051 (Sept. 2025-$71.20); #2727-698.03-801.012 (Oct. 2025-August 2026-$5,505.94); and #2727-698.03-801.051 (Oct. 2025-August 2026-$783.20), is approved (a copy of the memorandum request, contract, and supporting documents being on file with the official records of the September 17, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

GENESEE COUNTY MICHIGAN

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) **Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)**

   Yes: ☑ (Go to Question 2)

   No: ☐ (Go to Question 4)

2) **If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?**

   Yes: ☐ This project requires a contract, skip to the contracts section.

   No: ☑ (Go to Question 3)

3) **Has the vendor presented a document for the county to sign?**

   Yes: ☑

   - This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

   No: ☐

   - Use a **Purchase Order** You do not need to complete the remainder of this form.

4) **Is this a request for services, an IT submission, or construction work?**

   Yes: ☐ This project requires a contract, skip to the contracts section.

   No: ☑ Contact Corporate Counsel office prior to submitting into Legistar.

CONTRACTS

*** After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

1) **Is this a new contract or a renewal/extension?** renewal - CACFP contract

   a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.

   b. New Contract: Go to Question 2.

2) How is the contract funded?

a. Budgeted or General Funds: ☐ (Go to Question 3)

b. Grant Funded: ☑ (Go to Question 4)

c. Millage Funded: ☐ (Go to Question 5)

3) What is the vendor providing?

a. Services: ______

- Use the **<u>Professional Service Contract Template</u>**

b. Construction/Physical Building Altercation/Remodel ______

- If the contractor has not provided a proposed contract use the **<u>Construction Contract Template</u>** If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

*** To avoid a last step rejection, ask corporate counsel to review updated template <u>before</u> submission into Legistar. ***

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

a. If the service provider is a **<u>contractor</u>**, go back to Question 3.

b. If the service provider is a **<u>subrecipient</u>**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: ☐ No: ☑

a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.

b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?

If **yes**, use the template/previous agreement.
If **no**, contact Corporate Counsel regarding template/previous agreement.

6) Is a contract that is <u>not</u> a County prepared contract being submitted for review?

Yes: ☑ No: ☐

a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

***** If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.

CACFP Vended Meal Agreement

Child and Adult Care Food Program (CACFP) Sponsors may purchase meals/snacks from a non-commercial vendor. Non-commercial vendors include school food authorities or another department within the CACFP Sponsor's organization.

A. Intent

This solicitation is for the purpose of entering into an agreement for the purchase of vended meals for County of Genesee, referred to as the Sponsor. The party preparing meals, Westwood Heights School District, will be referred to as the Vendor, and the agreement will be between the Sponsor and Vendor.

B. Meals, Meal Requirements

1. All meals provided shall conform with the U.S. Department of Agriculture's requirements for those meals and the age groups served. (7 CFR 226.20) The CACFP meal patterns can be found on the USDA website.

2. The Vendor will prepare the following meals: **breakfast, lunch, PM snack,** including **eating utensils, paper service items, condiments**, and provide safe transportation containers.

   Meals will be delivered in **bulk** form. Milk **will** be provided by the Vendor.

   The Vendor will provide meals for the following site(s):

Site Name	Address	License Number	CACFP Meal Pattern(s) to be Serve
Westwood Heights Head Start	3207 Finney Ct., Flint MI 48504	DC250409702	B,L,S Ages 1-5

3. The Vendor shall be liable for meals that do not meet the meal pattern requirements specified in this agreement or are spoiled or unwholesome at the delivery time. The Sponsor shall not pay for such meals.

4. The Vendor shall make meal modifications and variations in reimbursable meals and snacks, including substitutions, for children with disabilities when their disability restricts their diet, and they are unable to consume meals and snacks because of medical or other special dietary needs. The Vendor shall also make variations for meals, snacks, and fluid milk substitutions for non-disability reasons. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by the USDA Food and Nutrition Service. Such statement shall, in the case of a child with a disability, be signed by state licensed Physician (MD or DO), Physician Assistant (PA), an Advanced Practice Care Nurse (such as a Nurse Practitioner NP) or Registered Dietitian Nutritionist (RD or RDN) or, in the case of a non-disabled child or adult participant, be signed by a parent or guardian. There will be no additional charge to the participant for such substitutions. [7 CFR 226.20 (g)]

C. Meal Charges – Ages 1-2 and Ages 3-5

Each meal type is priced separately:

Meal Type	Estimated Servings Per Day	Estimated Annual Number of Serving Days	Price per Meal	Total Price
Breakfast	40 hs/16 ehs	174 hs/229 ehs	$2.46	$26,135.04
Lunch/Supper	40 hs/16 ehs	174 hs/229 ehs	$4.91	$52,163.84
Lunch/Supper (adult)	10 hs/6 ehs	174 hs/229 ehs	$4.91	$15,289.74
Snack	40 hs/16 ehs	174 hs/229 ehs	$1.26	$13,386.24
Other (Specify)				
TOTAL				**$106,974.86**

D. Special Dietary Needs

The Sponsor and Vendor must agree on how charges are assessed for special dietary needs. Prices are the same as chart above.

E. Delivery, Ordering, and Payment

1. Delivery of meals to be served will be made to the Sponsor's dining site(s) or ready for pick-up by 8:30 a.m. for each day. The Vendor is liable for meals delivered outside of the agreed-upon delivery time.
2. The Sponsor shall notify the Vendor by telephone or in person each day before 11:30 a.m. of the total number of meals needed for that day and/or the following day.
3. The Vendor shall invoice the Sponsor monthly, using the 10th of the month following the delivery of meals.
4. The Vendor shall receive a fixed price per meal for **breakfast, lunch**.
5. The Vendor shall receive a fixed price per unit for each reimbursable snack served in the Child and Adult Care Food Program.

F. Health and Sanitation

The Vendor agrees that the state and local health and sanitation requirements are met. Following Hazard Analysis and Critical Control Point (HACCP) guidelines, all food will be properly stored, prepared, packaged, and transported free of contamination and at appropriate temperatures.

G. Recordkeeping

1. The Vendor agrees to keep all records related to this agreement, including food purchased, daily quantities prepared, delivered daily menu records, and delivery receipts. The Vendor must maintain all records for three years after the end of the fiscal year or until the final resolution of outstanding audits or claims. The Vendor must submit delivery reports and invoices to the Sponsor no less often than monthly.
2. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office at any reasonable time and place.

H. Terms and Termination

1. This agreement shall be for **one-year,** effective **September 1, 2025**, or upon written approval of the Michigan Department of Education agreement, whichever occurs last, and ending on **August 31, 2026**.

   In no event shall the agreement become effective without the prior approval of MDE.

2. The Sponsor or the Vendor may terminate the agreement with or without cause by giving 60 days’ written notice.

I. Non-Performance by Vendor

For meals that do not meet the CACFP meal requirements, the Sponsor shall procure meals and charge the Vendor to procure the meals. If the Vendor fails to deliver any meals according to the agreement terms, the Sponsor shall procure the meals from another source. The Sponsor will charge the Vendor the costs of replacing these meals.

AGREEMENT PAGE

Sponsors are responsible for assuring compliance with all applicable CACFP regulations.

This Vendor certifies that they shall operate per all applicable State and Federal laws and regulations. This agreement, attachments, and the Vendor's proposal, with addenda, if any, constitute the entire agreement between the Sponsor and the Vendor. The parties shall not execute any additional documents about the agreement except as permitted by applicable law. This agreement shall be in effect for one year.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representative on this day and year.

ATTEST:

____

Signature of Witness for Sponsor

SPONSOR:

____

Signature of Sponsor Representative

Delrico Loyd

Name

Chairperson, Genesee County

Title

____

Date

ATTEST:

____

Signature of Witness for Vendor

VENDED MEAL COMPANY:

____

Signature of Company Representative

____

Name

____

Title

____

Date

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

Genesee County

Staff Report

File #: RES-2025-2268 **Agenda Date:** 9/17/2025 **Agenda #:** 11.

To: Charles Winfrey, Human Services Committee Chairperson

From: Pamela Coleman, GCCARD Director

RE: Approval of a request to enter into a food service contract with Mt. Morris School District for 2025 -2026 in an amount not to exceed $53,487.43

BOARD ACTION REQUESTED:

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to enter into a food service contract between Mt. Morris School District and Genesee County in an amount not to exceed $53,487.43 from September 1, 2025 through August 31, 2026, with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

BACKGROUND:

The cost of the contract is based on the actual number of breakfasts, lunches, snacks and adult meals ordered per day, times the Child and Adult Care Food Program reimbursement (lunch $4.91 per meal, breakfast $2.46 per meal and snack $1.26 per meal) an amount not to exceed $53,487.43. The Mt. Morris School District food contract is to provide meals to the Head Start and Early Head Start programs operated in their own school building.

DISCUSSION:

GCCARD requests authorization to enter into a food service contract in an amount not to exceed $53,487.43 to provide meals to Mt Morris School District Head Start and Early Head Start classrooms for the 2025-2026 school year.

IMPACT ON HUMAN RESOURCES:

There will be no impact on Genesee County Human Resources.

IMPACT ON BUDGET:

The costs are split up according to the county fiscal year and grant year as follows: Fund# 2801-698.03-801.012 (Sept. 2025-$2,267.25, Oct. 2025-June 2026-$20,405.25, July 2026-August 2026-$4,534.50), Fund# 2801-698.03-801.051 (Sept. 2025-$322.48, Oct. 2025-June 2026-$2,902.26, July 2026-August 2026-$644.96), Fund# 2801-698.05-801.012 (Sept. 2025-$1,317.51, Oct. 2025-June 2026-$11,857.59, July 2026-August 2026-$2,635.06), Fund# 2801-698.05-801.051 (Sept. 2025-$281.10, Oct. 2025-June 2026-$2,529.87, July 2026-August 2026-$562.20), Fund# 2727-698.03-801.012 (Sept. 2025-$235.45), Fund# 2727-698.03-801.051 (Sept. 2025-$33.50), Fund# 2727-698.03-801.012 (Oct. 2025-August 2026-$2,589.95), and Fund# 2727-698.03-801.051 (Oct. 2025-

August 2026-$368.50). **No general fund dollars are being requested.**

IMPACT ON FACILITIES:

This does not impact Genesee County facilities.

IMPACT ON TECHNOLOGY:

This does not impact Genesee County technology.

CONFORMITY TO COUNTY PRIORITIES:

This memorandum conforms to Genesee County's priorities of Healthy, Livable and Safe Communities and Community Growth by providing children in the Head Start and Early Head Start programs nutritious meals to give them the best possible start.

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 entering into the Food Service Contract between Genesee County and Mt. Morris School District, whereby the school will provide breakfast, lunch, and snacks to the Head Start and Early Head Start programs operating within the school, at a total cost not to exceed $53,487.43 for the period commencing September 1, 2025, through August 31, 2026, split up according to the county fiscal year and grant year in accounts: #2801-698.03-801.012 (Sept. 2025-$2,267.25, Oct. 2025-June 2026-$20,405.25, July 2026-August 2026-$4,534.50); #2801-698.03-801.051 (Sept. 2025 -$322.48, Oct. 2025-June 2026-$2,902.26, July 2026-August 2026-$644.96); #2801-698.05-801.012 (Sept. 2025-$1,317.51, Oct. 2025-June 2026-$11,857.59, July 2026-August 2026-$2,635.06); #2801-698.05-801.051 (Sept. 2025-$281.10, Oct. 2025-June 2026-$2,529.87, July 2026-August 2026-$562.20); #2727-698.03-801.012 (Sept. 2025-$235.45); #2727-698.03-801.051 (Sept. 2025-$33.50); #2727-698.03-801.012 (Oct. 2025-August 2026-$2,589.95); and #2727-698.03-801.051 (Oct. 2025-August 2026-$368.50), is approved (a copy of the memorandum request, contract, and supporting documents being on file with the official records of the September 17, 2025, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

CACFP Vended Meal Agreement

Child and Adult Care Food Program (CACFP) Sponsors may purchase meals/snacks from a non-commercial vendor. Non-commercial vendors include school food authorities or another department within the CACFP Sponsor's organization.

A. Intent

This solicitation is for the purpose of entering into an agreement for the purchase of vended meals for County of Genesee**,** referred to as the Sponsor. The party preparing meals, Mt. Morris School District, will be referred to as the Vendor, and the agreement will be between the Sponsor and Vendor.

B. Meals, Meal Requirements

1. All meals provided shall conform with the U.S. Department of Agriculture's requirements for those meals and the age groups served. (7 CFR 226.20) The CACFP meal patterns can be found on the USDA website.

2. The Vendor will prepare the following meals: **breakfast, lunch, PM snack,** including **eating utensils, paper service items, condiments**, and provide safe transportation containers.

   Meals will be delivered in **bulk** form. Milk **will** be provided by the Vendor.

   The Vendor will provide meals for the following site(s):

Site Name	Address	License Number	CACFP Meal Pattern(s) to be Serve
Mt. Morris Head Start-Pinehurst	1013 Pinehurst Blvd., Mt. Morris MI 48439	DC250314344	B,L,S Ages 1-5

3. The Vendor shall be liable for meals that do not meet the meal pattern requirements specified in this agreement or are spoiled or unwholesome at the delivery time. The Sponsor shall not pay for such meals.

4. The Vendor shall make meal modifications and variations in reimbursable meals and snacks, including substitutions, for children with disabilities when their disability restricts their diet, and they are unable to consume meals and snacks because of medical or other special dietary needs. The Vendor shall also make variations for meals, snacks, and fluid milk substitutions for non-disability reasons. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by the USDA Food and Nutrition Service. Such statement shall, in the case of a child with a disability, be signed by state licensed Physician (MD or DO), Physician Assistant (PA), an Advanced Practice Care Nurse (such as a Nurse Practitioner NP) or Registered Dietitian Nutritionist (RD or RDN) or, in the case of a non-disabled child or adult participant, be signed by a parent or guardian. There will be no additional charge to the participant for such substitutions. [7 CFR 226.20 (g)]

C. Meal Charges – Ages 1-2 and Ages 3-5

Each meal type is priced separately:

Meal Type	Estimated Servings Per Day	Estimated Annual Number of Serving Days	Price per Meal	Total Price
Breakfast	20 hs/8 ehs	174 hs/229 ehs	$2.46	$13,067.52
Lunch/Supper	20 hs/8 ehs	174 hs/229 ehs	$4.91	$26,081.92
Lunch/Supper (adult)	5 hs/3 ehs	174 hs/229 ehs	$4.91	$7,644.87
Snack	20 hs/8 ehs	174 hs/229 ehs	$1.26	$6,693.12
Other (Specify)				
TOTAL				**$53,487.43**

D. Special Dietary Needs

The Sponsor and Vendor must agree on how charges are assessed for special dietary needs. Prices are the same as chart above.

E. Delivery, Ordering, and Payment

1. Delivery of meals to be served will be made to the Sponsor's dining site(s) or ready for pick-up by 10:40 a.m. for each day. The Vendor is liable for meals delivered outside of the agreed-upon delivery time.
2. The Sponsor shall notify the Vendor by telephone or in person each day before 9:00 a.m. of the total number of meals needed for that day and/or the following day.
3. The Vendor shall invoice the Sponsor monthly, using the 10th of the month following the delivery of meals.
4. The Vendor shall receive a fixed price per meal for **breakfast, lunch**.
5. The Vendor shall receive a fixed price per unit for each reimbursable snack served in the Child and Adult Care Food Program.

F. Health and Sanitation

The Vendor agrees that the state and local health and sanitation requirements are met. Following Hazard Analysis and Critical Control Point (HACCP) guidelines, all food will be properly stored, prepared, packaged, and transported free of contamination and at appropriate temperatures.

G. Recordkeeping

1. The Vendor agrees to keep all records related to this agreement, including food purchased, daily quantities prepared, delivered daily menu records, and delivery receipts. The Vendor must maintain all records for three years after the end of the fiscal year or until the final resolution of outstanding audits or claims. The Vendor must submit delivery reports and invoices to the Sponsor no less often than monthly.
2. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office at any reasonable time and place.

H. Terms and Termination

1. This agreement shall be for **one-year,** effective **September 1, 2025**, or upon written approval of the Michigan Department of Education agreement, whichever occurs last, and ending on **August 31, 2026**.

   In no event shall the agreement become effective without the prior approval of MDE.

2. The Sponsor or the Vendor may terminate the agreement with or without cause by giving 60 days' written notice.

I. Non-Performance by Vendor

For meals that do not meet the CACFP meal requirements, the Sponsor shall procure meals and charge the Vendor to procure the meals. If the Vendor fails to deliver any meals according to the agreement terms, the Sponsor shall procure the meals from another source. The Sponsor will charge the Vendor the costs of replacing these meals.

AGREEMENT PAGE

Sponsors are responsible for assuring compliance with all applicable CACFP regulations.

This Vendor certifies that they shall operate per all applicable State and Federal laws and regulations. This agreement, attachments, and the Vendor's proposal, with addenda, if any, constitute the entire agreement between the Sponsor and the Vendor. The parties shall not execute any additional documents about the agreement except as permitted by applicable law. This agreement shall be in effect for one year.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representative on this day and year.

ATTEST:

____
Signature of Witness for Sponsor

SPONSOR:

____
Signature of Sponsor Representative

Delrico Loyd
Name

Chairperson, Genesee County
Title

____
Date

ATTEST:

____
Signature of Witness for Vendor

VENDED MEAL COMPANY:

____
Signature of Company Representative

____
Name

____
Title

____
Date

GENESEE COUNTY
MICHIGAN

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) **Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)**

   Yes: ☑ (Go to Question 2)

   No: ☐ (Go to Question 4)

2) **If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?**

   Yes: ☐ This project requires a contract, skip to the contracts section.

   No: ☑ (Go to Question 3)

3) **Has the vendor presented a document for the county to sign?**

   Yes: ☑

   - This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

   No: ☐

   - Use a **Purchase Order** You do not need to complete the remainder of this form.

4) **Is this a request for services, an IT submission, or construction work?**

   Yes: ☐ This project requires a contract, skip to the contracts section.

   No: ☑ Contact Corporate Counsel office prior to submitting into Legistar.

CONTRACTS

*** After selecting a template, contact the Risk Manager to obtain insurance requirements <u>before</u> submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

1) **Is this a new contract or a renewal/extension?** renewal - CACFP contract

   a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and <u>all</u> prior amendments in the review process.

   b. New Contract: Go to Question 2.

2) How is the contract funded?

a. Budgeted or General Funds: ☐ (Go to Question 3)

b. Grant Funded: ☑ (Go to Question 4)

c. Millage Funded: ☐ (Go to Question 5)

3) What is the vendor providing?

a. Services: ______
   - Use the **<u>Professional Service Contract Template</u>**

b. Construction/Physical Building Altercation/Remodel ______
   - If the contractor has not provided a proposed contract use the **<u>Construction Contract Template</u>** If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

*** To avoid a last step rejection, ask corporate counsel to review updated template <u>before</u> submission into Legistar. ***

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

a. If the service provider is a **<u>contractor</u>**, go back to Question 3.

b. If the service provider is a **<u>subrecipient</u>**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: ☐ No: ☑

a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.

b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?

If **yes**, use the template/previous agreement.
If **no**, contact Corporate Counsel regarding template/previous agreement.

6) Is a contract that is <u>not</u> a County prepared contract being submitted for review?

Yes: ☑ No: ☐

a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

***** If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.

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

File #: RES-2025-2269 **Agenda Date:** 9/17/2025 **Agenda #:** 12.

To: Charles Winfrey, Human Services Committee Chairperson

From: Pamela Coleman, GCCARD Director

RE: Approval of a request to enter into a Food Service Contract with Grand Blanc Community Schools for 2025-2026 in an amount not to exceed $68,608.20

BOARD ACTION REQUESTED:

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to enter into a food service contract between Grand Blanc Community Schools and Genesee County in an amount not to exceed $68,608.20 from September 1, 2025, through August 31, 2026, with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

BACKGROUND:

The cost of the contract is based on the actual number of breakfasts, lunches, snacks and adult meals ordered per day, times the Child and Adult Care Food Program reimbursement (lunch $4.91 per meal, breakfast $2.46 per meal and snack $1.26 per meal) an amount not to exceed $68,608.20. The Grand Blanc Community Schools food contract is to provide meals to the Head Start programs operated in their own school building.

DISCUSSION:

GCCARD requests authorization to enter into a food service contract in an amount not to exceed $68,608.20 to provide meals to Grand Blanc Community Schools Head Start classrooms for the 2025 -2026 school year.

IMPACT ON HUMAN RESOURCES:

There will be no impact on Human Resources.

IMPACT ON BUDGET:

The costs are split up according to the county fiscal year and grant year as follows: Fund# 2801-698.03-801.012 (Sept. 2025-$4,504.86, Oct. 2025-June 2026-$40,543.74, July 2026-August 2026-$9,009.72), Fund# 2801-698.03-801.051 (Sept. 2025-$640.75, Oct. 2025-June 2026-$5,766.75, July 2026-August 2026-$1,281.50), Fund# 2727-698.03-801.012 (Sept. 2025-$500.54), Fund# 2727-698.03-801.051 (Sept. 2025-$71.20), Fund# 2727-698.03-801.012 (Oct. 2025-August 2026-$5,505.94), and Fund# 2727-698.03-801.051 (Oct. 2025-August 2026-$783.20). **No general fund dollars are being requested.**

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 priorities of Healthy, Livable and Safe Communities and Community Growth by providing children in the Head Start program nutritious meals to give them the best possible start.

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 entering into the Food Service Contract between Genesee County and Grand Blanc Community Schools, whereby the school will provide breakfast, lunch, and snacks to the Head Start program operating within the school, at a total cost not to exceed $68,608.20 for the period commencing September 1, 2025, through August 31, 2026, split up according to the county fiscal year and grant year in accounts: #2801-698.03-801.012 (Sept. 2025 - $4,504.86, Oct. 2025 - June 2026 - $40,543.74, July 2026 - August 2026 - $9,009.72); #2801-698.03-801.051 (Sept. 2025 - $640.75, Oct. 2025 - June 2026 - $5,766.75, July 2026 - August 2026 - $1,281.50); #2727-698.03-801.012 (Sept. 2025 - $500.54); #2727-698.03-801.051 (Sept. 2025 - $71.20); #2727-698.03-801.012 (Oct. 2025 - August 2026 - $5,505.94); and #2727-698.03-801.051 (Oct. 2025 - August 2026 - $783.20), is approved (a copy of the memorandum request, contract, and supporting documents being on file with the official records of the September 17, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

CACFP Vended Meal Agreement

Child and Adult Care Food Program (CACFP) Sponsors may purchase meals/snacks from a non-commercial vendor. Non-commercial vendors include school food authorities or another department within the CACFP Sponsor's organization.

A. Intent

This solicitation is for the purpose of entering into an agreement for the purchase of vended meals for County of Genesee, referred to as the Sponsor. The party preparing meals, Grand Blanc Community Schools, will be referred to as the Vendor, and the agreement will be between the Sponsor and Vendor.

B. Meals, Meal Requirements

1. All meals provided shall conform with the U.S. Department of Agriculture's requirements for those meals and the age groups served. (7 CFR 226.20) The CACFP meal patterns can be found on the USDA website.

2. The Vendor will prepare the following meals: **breakfast, lunch, PM snack,** including **eating utensils, paper service items, condiments**, and provide safe transportation containers.

   Meals will be delivered in **bulk** form. Milk **will** be provided by the Vendor.

   The Vendor will provide meals for the following site(s):

Site Name	Address	License Number	CACFP Meal Pattern(s) to be Serve
Grand Blanc Head Start	5290 LeRoy St., Grand Blanc MI 48439	DC250395382	B,L,S Ages 3-5

3. The Vendor shall be liable for meals that do not meet the meal pattern requirements specified in this agreement or are spoiled or unwholesome at the delivery time. The Sponsor shall not pay for such meals.

4. The Vendor shall make meal modifications and variations in reimbursable meals and snacks, including substitutions, for children with disabilities when their disability restricts their diet, and they are unable to consume meals and snacks because of medical or other special dietary needs. The Vendor shall also make variations for meals, snacks, and fluid milk substitutions for non-disability reasons. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by the USDA Food and Nutrition Service. Such statement shall, in the case of a child with a disability, be signed by state licensed Physician (MD or DO), Physician Assistant (PA), an Advanced Practice Care Nurse (such as a Nurse Practitioner NP) or Registered Dietitian Nutritionist (RD or RDN) or, in the case of a non-disabled child or adult participant, be signed by a parent or guardian. There will be no additional charge to the participant for such substitutions. [7 CFR 226.20 (g)]

C. Meal Charges – Ages 3-5

Each meal type is priced separately:

Meal Type	Estimated Servings Per Day	Estimated Annual Number of Serving Days	Price per Meal	Total Price
Breakfast	40	174	2.46	$17,121.60
Lunch/Supper	40	174	$4.91	$34,173.60
Lunch/Supper (adult)	10	174	$4.91	$8,543.40
Snack	40	174	$1.26	$8,769.60
Other (Specify)				
TOTAL				**$68,608.20**

D. Special Dietary Needs

The Sponsor and Vendor must agree on how charges are assessed for special dietary needs. Prices are the same as chart above.

E. Delivery, Ordering, and Payment

1. Delivery of meals to be served will be made to the Sponsor's dining site(s) or ready for pick-up by 10:40 a.m. for each day. The Vendor is liable for meals delivered outside of the agreed-upon delivery time.
2. The Sponsor shall notify the Vendor by telephone or in person each day before 9:00 a.m. of the total number of meals needed for that day and/or the following day.
3. The Vendor shall invoice the Sponsor monthly, using the 10th of the month following the delivery of meals.
4. The Vendor shall receive a fixed price per meal for **breakfast, lunch**.
5. The Vendor shall receive a fixed price per unit for each reimbursable snack served in the Child and Adult Care Food Program.

F. Health and Sanitation

The Vendor agrees that the state and local health and sanitation requirements are met. Following Hazard Analysis and Critical Control Point (HACCP) guidelines, all food will be properly stored, prepared, packaged, and transported free of contamination and at appropriate temperatures.

G. Recordkeeping

1. The Vendor agrees to keep all records related to this agreement, including food purchased, daily quantities prepared, delivered daily menu records, and delivery receipts. The Vendor must maintain all records for three years after the end of the fiscal year or until the final resolution of outstanding audits or claims. The Vendor must submit delivery reports and invoices to the Sponsor no less often than monthly.
2. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office at any reasonable time and place.

H. Terms and Termination

1. This agreement shall be for **one-year,** effective **September 1, 2025**, or upon written approval of the Michigan Department of Education agreement, whichever occurs last, and ending on **August 31, 2026**.

   In no event shall the agreement become effective without the prior approval of MDE.

2. The Sponsor or the Vendor may terminate the agreement with or without cause by giving 60 days’ written notice.

I. Non-Performance by Vendor

For meals that do not meet the CACFP meal requirements, the Sponsor shall procure meals and charge the Vendor to procure the meals. If the Vendor fails to deliver any meals according to the agreement terms, the Sponsor shall procure the meals from another source. The Sponsor will charge the Vendor the costs of replacing these meals.

AGREEMENT PAGE

Sponsors are responsible for assuring compliance with all applicable CACFP regulations.

This Vendor certifies that they shall operate per all applicable State and Federal laws and regulations. This agreement, attachments, and the Vendor's proposal, with addenda, if any, constitute the entire agreement between the Sponsor and the Vendor. The parties shall not execute any additional documents about the agreement except as permitted by applicable law. This agreement shall be in effect for one year.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representative on this day and year.

ATTEST:	**SPONSOR:**
______________________________	______________________________
Signature of Witness for Sponsor	Signature of Sponsor Representative
	Delrico Loyd
	Name
	Chairperson, Genesee County
	Title
	______________________________
	Date
ATTEST:	**VENDED MEAL COMPANY:**
______________________________	______________________________
Signature of Witness for Vendor	Signature of Company Representative
	______________________________
	Name
	______________________________
	Title
	______________________________
	Date

GENESEE COUNTY
MICHIGAN

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: ☑ (Go to Question 2)
No: ☐ (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: ☐ This project requires a contract, skip to the contracts section.
No: ☑ (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes: ☑

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: ☐

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: ☐ This project requires a contract, skip to the contracts section.
No: ☑ Contact Corporate Counsel office prior to submitting into Legistar.

CONTRACTS

*** After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

1) Is this a new contract or a renewal/extension? renewal - CACFP contract

a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.

b. New Contract: Go to Question 2.

2) How is the contract funded?

a. Budgeted or General Funds: ☐ (Go to Question 3)

b. Grant Funded: ☑ (Go to Question 4)

c. Millage Funded: ☐ (Go to Question 5)

3) What is the vendor providing?

a. Services: ______

- Use the **Professional Service Contract Template**

b. Construction/Physical Building Altercation/Remodel ______

- If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

*** To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. ***

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

a. If the service provider is a **contractor**, go back to Question 3.

b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: ☐ No: ☑

a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.

b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?

If **yes**, use the template/previous agreement.
If **no**, contact Corporate Counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: ☑ No: ☐

a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

***** If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.

Genesee County

Staff Report

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

File #: RES-2025-2270 **Agenda Date:** 9/17/2025 **Agenda #:** 13.

To: Charles Winfrey, Human Services Committee Chairperson

From: Pamela Coleman, GCCARD Director

RE: Approval of a request to enter into a food service contract with Genesee School District for 2025-2026 in an amount not to exceed $53,487.43

BOARD ACTION REQUESTED:

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to enter into a food service contract between Genesee School District and Genesee County in an amount not to exceed $53,487.43 from September 1, 2025, through August 31, 2026, with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

BACKGROUND:

The cost of the contract is based on the actual number of breakfasts, lunches, snacks and adult meals ordered per day, times the Child and Adult Care Food Program reimbursement (lunch $4.91 per meal, breakfast $2.46 per meal and snack $1.26 per meal) an amount not to exceed $53,487.43. The Genesee School District food contract is to provide meals to the Head Start and Early Head Start programs operated in their own school building.

DISCUSSION:

GCCARD requests authorization to enter into a food service contract in an amount not to exceed $53,487.43 to provide meals to Genesee School District Head Start and Early Head Start classrooms for the 2025-2026 school year.

IMPACT ON HUMAN RESOURCES:

There will be no impact on Genesee County Human Resources.

IMPACT ON BUDGET:

The costs are split up according to the county fiscal year and grant year as follows: Fund# 2801-698.03-801.012 (Sept. 2025-$2,267.25, Oct. 2025-June 2026-$20,405.25, July 2026-August 2026-$4,534.50), Fund# 2801-698.03-801.051 (Sept. 2025-$322.48, Oct. 2025-June 2026-$2,902.26, July 2026-August 2026-$644.96), Fund# 2801-698.05-801.012 (Sept. 2025-$1,317.51, Oct. 2025-June 2026-$11,857.59, July 2026-August 2026-$2,635.06), Fund# 2801-698.05-801.051 (Sept. 2025-$281.10, Oct. 2025-June 2026-$2,529.87, July 2026-August 2026-$562.20), Fund# 2727-698.03-801.012 (Sept. 2025-$235.45), Fund# 2727-698.03-801.051 (Sept. 2025-$33.50), Fund# 2727-698.03-801.012 (Oct. 2025-August 2026-$2,589.95), and Fund# 2727-698.03-801.051 (Oct. 2025-

August 2026-$368.50). **No general fund dollars are being requested.**

IMPACT ON FACILITIES:

This does not impact Genesee County facilities.

IMPACT ON TECHNOLOGY:

This does not impact Genesee County technology.

CONFORMITY TO COUNTY PRIORITIES:

This memorandum conforms to Genesee County’s priorities of Healthy, Livable and Safe Communities and Community Growth by providing children in the Head Start and Early Head Start programs nutritious meals to give them the best possible start.

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 entering into the Food Service Contract between Genesee County and Genesee School District, whereby the school will provide breakfast, lunch, and snacks to the Head Start and Early Head Start programs operating within the school, at a total cost not to exceed $53,487.43 for the period commencing September 1, 2025, through August 31, 2026, split up according to the county fiscal year and grant year in accounts: #2801-698.03-801.012 (Sept. 2025-$2,267.25, Oct. 2025-June 2026-$20,405.25, July 2026-August 2026-$4,534.50); #2801-698.03-801.051 (Sept. 2025-$322.48, Oct. 2025-June 2026-$2,902.26, July 2026-August 2026-$644.96); #2801-698.05-801.012 (Sept. 2025-$1,317.51, Oct. 2025-June 2026-$11,857.59, July 2026-August 2026-$2,635.06); #2801-698.05-801.051 (Sept. 2025-$281.10, Oct. 2025-June 2026-$2,529.87, July 2026-August 2026-$562.20); #2727-698.03-801.012 (Sept. 2025-$235.45); #2727-698.03-801.051 (Sept. 2025-$33.50); #2727-698.03-801.012 (Oct. 2025-August 2026-$2,589.95); and #2727-698.03-801.051 (Oct. 2025-August 2026-$368.50), is approved (a copy of the memorandum request, contract, and supporting documents being on file with the official records of the September 17, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

GENESEE COUNTY
MICHIGAN

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: ☑ (Go to Question 2)
No: ☐ (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: ☐ This project requires a contract, skip to the contracts section.
No: ☑ (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes: ☑

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: ☐

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: ☐ This project requires a contract, skip to the contracts section.
No: ☑ Contact Corporate Counsel office prior to submitting into Legistar.

CONTRACTS

*** After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

1) Is this a new contract or a renewal/extension? renewal - CACFP contract

a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.

b. New Contract: Go to Question 2.

2) How is the contract funded?

a. Budgeted or General Funds: ☐ (Go to Question 3)

b. Grant Funded: ☑ (Go to Question 4)

c. Millage Funded: ☐ (Go to Question 5)

3) What is the vendor providing?

a. Services: ______

- Use the **Professional Service Contract Template**

b. Construction/Physical Building Altercation/Remodel ______

- If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

*** To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. ***

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

a. If the service provider is a **contractor**, go back to Question 3.

b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: ☐ No: ☑

a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.

b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?

If **yes**, use the template/previous agreement.
If **no**, contact Corporate Counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: ☑ No: ☐

a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

***** If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.

CACFP Vended Meal Agreement

Child and Adult Care Food Program (CACFP) Sponsors may purchase meals/snacks from a non-commercial vendor. Non-commercial vendors include school food authorities or another department within the CACFP Sponsor's organization.

A. Intent

This solicitation is for the purpose of entering into an agreement for the purchase of vended meals for County of Genesee, referred to as the Sponsor. The party preparing meals, Genesee School District, will be referred to as the Vendor, and the agreement will be between the Sponsor and Vendor.

B. Meals, Meal Requirements

1. All meals provided shall conform with the U.S. Department of Agriculture's requirements for those meals and the age groups served. (7 CFR 226.20) The CACFP meal patterns can be found on the USDA website.

2. The Vendor will prepare the following meals: **breakfast, lunch, PM snack,** including **eating utensils, paper service items, condiments**, and provide safe transportation containers.

   Meals will be delivered in **bulk** form. Milk **will** be provided by the Vendor.

   The Vendor will provide meals for the following site(s):

Site Name	Address	License Number	CACFP Meal Pattern(s) to be Serve
Genesee Head Start	7347 N Genesee Rd., Genesee MI 48437	DC250020303	B,L,S Ages 1-5

3. The Vendor shall be liable for meals that do not meet the meal pattern requirements specified in this agreement or are spoiled or unwholesome at the delivery time. The Sponsor shall not pay for such meals.

4. The Vendor shall make meal modifications and variations in reimbursable meals and snacks, including substitutions, for children with disabilities when their disability restricts their diet, and they are unable to consume meals and snacks because of medical or other special dietary needs. The Vendor shall also make variations for meals, snacks, and fluid milk substitutions for non-disability reasons. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by the USDA Food and Nutrition Service. Such statement shall, in the case of a child with a disability, be signed by state licensed Physician (MD or DO), Physician Assistant (PA), an Advanced Practice Care Nurse (such as a Nurse Practitioner NP) or Registered Dietitian Nutritionist (RD or RDN) or, in the case of a non-disabled child or adult participant, be signed by a parent or guardian. There will be no additional charge to the participant for such substitutions. [7 CFR 226.20 (g)]

C. Meal Charges – Ages 1-2 and Ages 3-5

Each meal type is priced separately:

Meal Type	Estimated Servings Per Day	Estimated Annual Number of Serving Days	Price per Meal	Total Price
Breakfast	20 hs/8 ehs	174 hs/229 ehs	$2.46	$13,067.52
Lunch/Supper	20 hs/8 ehs	174 hs/229 ehs	$4.91	$26,081.92
Lunch/Supper (adult)	5 hs/3 ehs	174 hs/229 ehs	$4.91	$7,644.87
Snack	20 hs/8 ehs	174 hs/229 ehs	$1.26	$6,693.12
Other (Specify)				
TOTAL				**$53,487.43**

D. Special Dietary Needs

The Sponsor and Vendor must agree on how charges are assessed for special dietary needs. Prices are the same as chart above.

E. Delivery, Ordering, and Payment

1. Delivery of meals to be served will be made to the Sponsor's dining site(s) or ready for pick-up by 10:10 a.m. for each day. The Vendor is liable for meals delivered outside of the agreed-upon delivery time.
2. The Sponsor shall notify the Vendor by telephone or in person each day before 8:00 a.m. of the total number of meals needed for that day and/or the following day.
3. The Vendor shall invoice the Sponsor monthly, using the 10th of the month following the delivery of meals.
4. The Vendor shall receive a fixed price per meal for **breakfast, lunch**.
5. The Vendor shall receive a fixed price per unit for each reimbursable snack served in the Child and Adult Care Food Program.

F. Health and Sanitation

The Vendor agrees that the state and local health and sanitation requirements are met. Following Hazard Analysis and Critical Control Point (HACCP) guidelines, all food will be properly stored, prepared, packaged, and transported free of contamination and at appropriate temperatures.

G. Recordkeeping

1. The Vendor agrees to keep all records related to this agreement, including food purchased, daily quantities prepared, delivered daily menu records, and delivery receipts. The Vendor must maintain all records for three years after the end of the fiscal year or until the final resolution of outstanding audits or claims. The Vendor must submit delivery reports and invoices to the Sponsor no less often than monthly.
2. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office at any reasonable time and place.

H. Terms and Termination

1. This agreement shall be for **one-year,** effective **September 1, 2025**, or upon written approval of the Michigan Department of Education agreement, whichever occurs last, and ending on **August 31, 2026**.

   In no event shall the agreement become effective without the prior approval of MDE.

2. The Sponsor or the Vendor may terminate the agreement with or without cause by giving 60 days’ written notice.

I. Non-Performance by Vendor

For meals that do not meet the CACFP meal requirements, the Sponsor shall procure meals and charge the Vendor to procure the meals. If the Vendor fails to deliver any meals according to the agreement terms, the Sponsor shall procure the meals from another source. The Sponsor will charge the Vendor the costs of replacing these meals.

AGREEMENT PAGE

Sponsors are responsible for assuring compliance with all applicable CACFP regulations.

This Vendor certifies that they shall operate per all applicable State and Federal laws and regulations. This agreement, attachments, and the Vendor's proposal, with addenda, if any, constitute the entire agreement between the Sponsor and the Vendor. The parties shall not execute any additional documents about the agreement except as permitted by applicable law. This agreement shall be in effect for one year.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representative on this day and year.

ATTEST:

____
Signature of Witness for Sponsor

SPONSOR:

____
Signature of Sponsor Representative

Delrico Loyd
Name

Chairperson, Genesee County
Title

____
Date

ATTEST:

____
Signature of Witness for Vendor

VENDED MEAL COMPANY:

____
Signature of Company Representative

____
Name

____
Title

____
Date

Genesee County

Staff Report

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

File #: RES-2025-2272 **Agenda Date:** 9/17/2025 **Agenda #:** 14.

To: Charles Winfrey, Human Services Committee Chairperson

From: Pamela Coleman, GCCARD Director

RE: Approval of a request to enter into a food service contract with Swartz Creek Community Schools for 2025-2026 in an amount not to exceed $53,487.43

BOARD ACTION REQUESTED:

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to enter into a food service contract between Swartz Creek Community Schools and Genesee County in an amount not to exceed $53,487.43 from September 1, 2025 through August 31, 2026, with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

BACKGROUND:

The cost of the contract is based on the actual number of breakfasts, lunches, snacks and adult meals ordered per day, times the Child and Adult Care Food Program reimbursement (lunch $4.91 per meal, breakfast $2.46 per meal and snack $1.26 per meal), an amount not to exceed $53,487.43. The Swartz Creek Community Schools food contract is to provide meals to the Head Start and Early Head Start programs operated in their own school building.

DISCUSSION:

GCCARD requests authorization to enter into a food service contract in an amount not to exceed $53,487.43 to provide meals to Swartz Creek Community Schools Head Start and Early Head Start classrooms for the 2025-2026 school year.

IMPACT ON HUMAN RESOURCES:

There will be no impact on Genesee County Human Resources.

IMPACT ON BUDGET:

The costs are split up according to the county fiscal year and grant year as follows: Fund# 2801-698.03-801.012 (Sept. 2025-$2,267.25, Oct. 2025-June 2026-$20,405.25, July 2026-August 2026-$4,534.50), Fund# 2801-698.03-801.051 (Sept. 2025-$322.48, Oct. 2025-June 2026-$2,902.26, July 2026-August 2026-$644.96), Fund# 2801-698.05-801.012 (Sept. 2025-$1,317.51, Oct. 2025-June 2026-$11,857.59, July 2026-August 2026-$2,635.06), Fund# 2801-698.05-801.051 (Sept. 2025-$281.10, Oct. 2025-June 2026-$2,529.87, July 2026-August 2026-$562.20), Fund# 2727-698.03-801.012 (Sept. 2025-$235.45), Fund# 2727-698.03-801.051 (Sept. 2025-$33.50), Fund# 2727-

698.03-801.012 (Oct. 2025-August 2026-$2,589.95), and Fund# 2727-698.03-801.051 (Oct. 2025-August 2026-$368.50). **No general fund dollars are being requested.**

IMPACT ON FACILITIES:

This does not impact Genesee County facilities.

IMPACT ON TECHNOLOGY:

This does not impact Genesee County technology.

CONFORMITY TO COUNTY PRIORITIES:

This memorandum conforms to Genesee County's priorities of Healthy, Livable and Safe Communities and Community Growth by providing children in the Head Start and Early Head Start programs nutritious meals to give them the best possible start.

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 entering into the Food Service Contract between Genesee County and Swartz Creek Community Schools, whereby the school will provide breakfast, lunch, and snacks to the Head Start and Early Head Start programs operating within the school, at a total cost not to exceed $53,487.43 for the period commencing September 1, 2025, through August 31, 2026, split up according to the county fiscal year and grant year in accounts: #2801-698.03-801.012 (Sept. 2025-$2,267.25, Oct. 2025-June 2026-$20,405.25, July 2026-August 2026-$4,534.50); #2801-698.03-801.051 (Sept. 2025-$322.48, Oct. 2025-June 2026-$2,902.26, July 2026-August 2026-$644.96); #2801-698.05-801.012 (Sept. 2025-$1,317.51, Oct. 2025-June 2026-$11,857.59, July 2026-August 2026-$2,635.06); #2801-698.05-801.051 (Sept. 2025-$281.10, Oct. 2025-June 2026-$2,529.87, July 2026-August 2026-$562.20); #2727-698.03-801.012 (Sept. 2025-$235.45); #2727-698.03-801.051 (Sept. 2025-$33.50); #2727-698.03-801.012 (Oct. 2025-August 2026-$2,589.95); and #2727-698.03-801.051 (Oct. 2025-August 2026-$368.50), is approved (a copy of the memorandum request, contract, and supporting documents being on file with the official records of the September 17, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: ☑ (Go to Question 2)
No: ☐ (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: ☐ This project requires a contract, skip to the contracts section.
No: ☑ (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes: ☑

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: ☐

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: ☐ This project requires a contract, skip to the contracts section.
No: ☑ Contact Corporate Counsel office prior to submitting into Legistar.

CONTRACTS

*** After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

1) Is this a new contract or a renewal/extension? renewal - CACFP contract

a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.

b. New Contract: Go to Question 2.

2) How is the contract funded?

a. Budgeted or General Funds: ☐ (Go to Question 3)

b. Grant Funded: ☑ (Go to Question 4)

c. Millage Funded: ☐ (Go to Question 5)

3) What is the vendor providing?

a. Services: ______
- Use the **Professional Service Contract Template**

b. Construction/Physical Building Altercation/Remodel ______
- If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

*** To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. ***

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

a. If the service provider is a **contractor**, go back to Question 3.

b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: ☐ No: ☑

a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.

b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?

If **yes**, use the template/previous agreement.
If **no**, contact Corporate Counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: ☑ No: ☐

a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

***** If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.

CACFP Vended Meal Agreement

Child and Adult Care Food Program (CACFP) Sponsors may purchase meals/snacks from a non-commercial vendor. Non-commercial vendors include school food authorities or another department within the CACFP Sponsor's organization.

A. Intent

This solicitation is for the purpose of entering into an agreement for the purchase of vended meals for County of Genesee**,** referred to as the Sponsor. The party preparing meals, Swartz Creek Community Schools, will be referred to as the Vendor, and the agreement will be between the Sponsor and Vendor.

B. Meals, Meal Requirements

1. All meals provided shall conform with the U.S. Department of Agriculture's requirements for those meals and the age groups served. (7 CFR 226.20) The [CACFP meal patterns] can be found on the USDA website.

2. The Vendor will prepare the following meals: **breakfast, lunch, PM snack,** including **eating utensils, paper service items, condiments**, and provide safe transportation containers.

   Meals will be delivered in **bulk** form. Milk **will** be provided by the Vendor.

   The Vendor will provide meals for the following site(s):

Site Name	Address	License Number	CACFP Meal Pattern(s) to be Serve
Swartz Creek HS/EHS	300 E Lansing St., Gaines MI 48436	DC250405637	B,L,S Ages 1-5

3. The Vendor shall be liable for meals that do not meet the meal pattern requirements specified in this agreement or are spoiled or unwholesome at the delivery time. The Sponsor shall not pay for such meals.

4. The Vendor shall make meal modifications and variations in reimbursable meals and snacks, including substitutions, for children with disabilities when their disability restricts their diet, and they are unable to consume meals and snacks because of medical or other special dietary needs. The Vendor shall also make variations for meals, snacks, and fluid milk substitutions for non-disability reasons. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by the USDA Food and Nutrition Service. Such statement shall, in the case of a child with a disability, be signed by state licensed Physician (MD or DO), Physician Assistant (PA), an Advanced Practice Care Nurse (such as a Nurse Practitioner NP) or Registered Dietitian Nutritionist (RD or RDN) or, in the case of a non-disabled child or adult participant, be signed by a parent or guardian. There will be no additional charge to the participant for such substitutions. [7 CFR 226.20 (g)]

C. Meal Charges – Ages 1-2 and Ages 3-5

Each meal type is priced separately:

Meal Type	Estimated Servings Per Day	Estimated Annual Number of Serving Days	Price per Meal	Total Price
Breakfast	20 hs/8 ehs	174 hs/229 ehs	$2.46	$13,067.52
Lunch/Supper	20 hs/8 ehs	174 hs/229 ehs	$4.91	$26,081.92
Lunch/Supper (adult)	5 hs/3 ehs	174 hs/229 ehs	$4.91	$7,644.87
Snack	20 hs/8 ehs	174 hs/229 ehs	$1.26	$6,693.12
Other (Specify)				
TOTAL				**$53,487.43**

D. Special Dietary Needs

The Sponsor and Vendor must agree on how charges are assessed for special dietary needs. Prices are the same as chart above.

E. Delivery, Ordering, and Payment

1. Delivery of meals to be served will be made to the Sponsor's dining site(s) or ready for pick-up by 8:30 a.m. for each day. The Vendor is liable for meals delivered outside of the agreed-upon delivery time.
2. The Sponsor shall notify the Vendor by telephone or in person each day before 11:30 a.m. of the total number of meals needed for that day and/or the following day.
3. The Vendor shall invoice the Sponsor monthly, using the 10th of the month following the delivery of meals.
4. The Vendor shall receive a fixed price per meal for **breakfast, lunch**.
5. The Vendor shall receive a fixed price per unit for each reimbursable snack served in the Child and Adult Care Food Program.

F. Health and Sanitation

The Vendor agrees that the state and local health and sanitation requirements are met. Following Hazard Analysis and Critical Control Point (HACCP) guidelines, all food will be properly stored, prepared, packaged, and transported free of contamination and at appropriate temperatures.

G. Recordkeeping

1. The Vendor agrees to keep all records related to this agreement, including food purchased, daily quantities prepared, delivered daily menu records, and delivery receipts. The Vendor must maintain all records for three years after the end of the fiscal year or until the final resolution of outstanding audits or claims. The Vendor must submit delivery reports and invoices to the Sponsor no less often than monthly.
2. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office at any reasonable time and place.

H. Terms and Termination

1. This agreement shall be for **one-year,** effective **September 1, 2025**, or upon written approval of the Michigan Department of Education agreement, whichever occurs last, and ending on **August 31, 2026**.

   In no event shall the agreement become effective without the prior approval of MDE.

2. The Sponsor or the Vendor may terminate the agreement with or without cause by giving 60 days’ written notice.

I. Non-Performance by Vendor

For meals that do not meet the CACFP meal requirements, the Sponsor shall procure meals and charge the Vendor to procure the meals. If the Vendor fails to deliver any meals according to the agreement terms, the Sponsor shall procure the meals from another source. The Sponsor will charge the Vendor the costs of replacing these meals.

AGREEMENT PAGE

Sponsors are responsible for assuring compliance with all applicable CACFP regulations.

This Vendor certifies that they shall operate per all applicable State and Federal laws and regulations. This agreement, attachments, and the Vendor's proposal, with addenda, if any, constitute the entire agreement between the Sponsor and the Vendor. The parties shall not execute any additional documents about the agreement except as permitted by applicable law. This agreement shall be in effect for one year.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representative on this day and year.

ATTEST:	**SPONSOR:**
______________________________	______________________________
Signature of Witness for Sponsor	Signature of Sponsor Representative
	Delrico Loyd
	Name
	Chairperson, Genesee County
	Title
	______________________________
	Date

ATTEST:	**VENDED MEAL COMPANY:**
______________________________	______________________________
Signature of Witness for Vendor	Signature of Company Representative
	______________________________
	Name
	______________________________
	Title
	______________________________
	Date

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

File #: RES-2025-2273 **Agenda Date:** 9/17/2025 **Agenda #:** 15.

To: Charles Winfrey, Human Services Committee Chairperson

From: Pamela Coleman, GCCARD Director

RE: Approval of a request to enter into a Food Service Contract with Kearsley Community School for 2025-2026 in an amount not to exceed $106,974.86

BOARD ACTION REQUESTED:

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to enter into a food service contract between Kearsley Community Schools and Genesee County in an amount not to exceed $106,974.86 from September 1, 2025, through August 31, 2026, with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

BACKGROUND:

The cost of the contract is based on the actual number of breakfasts, lunches, snacks and adult meals ordered per day, times the Child and Adult Care Food Program reimbursement (lunch $4.91 per meal, breakfast $2.46 per meal and snack $1.26 per meal) an amount not to exceed $106,974.86. The Kearsley Community Schools food contract is to provide meals to the Head Start and Early Head Start programs operated in their own school building.

DISCUSSION:

GCCARD requests authorization to enter into a food service contract in an amount not to exceed $106,974.86 to provide meals to Kearsley Community Schools Head Start and Early Head Start classrooms for the 2025-2026 school year.

IMPACT ON HUMAN RESOURCES:

There will be no impact on Human Resources.

IMPACT ON BUDGET:

The costs are split up according to the county fiscal year and grant year as follows: Fund# 2801-698.03-801.012 (Sept. 2025 - $4,504.86, Oct. 2025 - June 2026 - $40,543.74, July 2026 - August 2026 - $9,009.72), Fund# 2801-698.03-801.051 (Sept. 2025 - $640.75, Oct. 2025 - June 2026 - $5,766.75, July 2026 - August 2026 - $1,281.50), Fund# 2801-698.05-801.012 (Sept. 2025 - $2,635.03, Oct. 2025 - June 2026 - $23,715.24, July 2026 - August 2026 - $5,270.05), Fund# 2801-698.05-801.051 (Sept. 2025 - $562.20, Oct. 2025 - June 2026 - $5,059.74, July 2026 - August 2026 - $1,124.40), Fund# 2727-698.03-801.012 (Sept. 2025 - $500.54), Fund# 2727-698.03-801.051 (Sept. 2025 - $71.20), Fund# 2727-698.03-801.012 (Oct. 2025 - August 2026 - $5,505.94), and Fund# 2727

-698.03-801.051 (Oct. 2025 - August 2026 - $783.20). **No general fund dollars are being requested.**

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 priorities of Healthy, Livable and Safe Communities and Community Growth by providing children in the Head Start program nutritious meals to give them the best possible start.

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 entering into the Food Service Contract between Genesee County and Kearsley Community Schools, whereby the school will provide breakfast, lunch, and snacks to the Head Start and Early Head Start programs operating within the school, at a total cost not to exceed $106,974.86 for the period commencing September 1, 2025, through August 31, 2026, split up according to the county fiscal year and grant year in accounts: #2801-698.03-801.012 (Sept. 2025 - $4,504.86, Oct. 2025 - June 2026 - $40,543.74, July 2026 - August 2026 - $9,009.72); #2801-698.03-801.051 (Sept. 2025 - $640.75, Oct. 2025 - June 2026 - $5,766.75, July 2026 - August 2026 - $1,281.50); #2801-698.05-801.012 (Sept. 2025 - $2,635.03, Oct. 2025 - June 2026 - $23,715.24, July 2026 - August 2026 - $5,270.05); #2801-698.05-801.051 (Sept. 2025 - $562.20, Oct. 2025 - June 2026 - $5,059.74, July 2026 - August 2026 - $1,124.40); #2727-698.03-801.012 (Sept. 2025 - $500.54); #2727-698.03-801.051 (Sept. 2025 - $71.20); #2727-698.03-801.012 (Oct. 2025 - August 2026 - $5,505.94); and #2727-698.03-801.051 (Oct. 2025 - August 2026 - $783.20), is approved (a copy of the memorandum request, contract, and supporting documents being on file with the official records of the September 17, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

CACFP Vended Meal Agreement

Child and Adult Care Food Program (CACFP) Sponsors may purchase meals/snacks from a non-commercial vendor. Non-commercial vendors include school food authorities or another department within the CACFP Sponsor's organization.

A. Intent

This solicitation is for the purpose of entering into an agreement for the purchase of vended meals for County of Genesee, referred to as the Sponsor. The party preparing meals, Kearsley Community Schools, will be referred to as the Vendor, and the agreement will be between the Sponsor and Vendor.

B. Meals, Meal Requirements

1. All meals provided shall conform with the U.S. Department of Agriculture's requirements for those meals and the age groups served. (7 CFR 226.20) The CACFP meal patterns can be found on the USDA website.

2. The Vendor will prepare the following meals: **breakfast, lunch, PM snack,** including **eating utensils, paper service items, condiments**, and provide safe transportation containers.

   Meals will be delivered in **bulk** form. Milk **will** be provided by the Vendor.

   The Vendor will provide meals for the following site(s):

Site Name	Address	License Number	CACFP Meal Pattern(s) to be Serve
Kearsley Head Start	4235 Crosby Rd., Flint MI 48506	DC250314340	B,L,S Ages 1-5

3. The Vendor shall be liable for meals that do not meet the meal pattern requirements specified in this agreement or are spoiled or unwholesome at the delivery time. The Sponsor shall not pay for such meals.

4. The Vendor shall make meal modifications and variations in reimbursable meals and snacks, including substitutions, for children with disabilities when their disability restricts their diet, and they are unable to consume meals and snacks because of medical or other special dietary needs. The Vendor shall also make variations for meals, snacks, and fluid milk substitutions for non-disability reasons. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by the USDA Food and Nutrition Service. Such statement shall, in the case of a child with a disability, be signed by state licensed Physician (MD or DO), Physician Assistant (PA), an Advanced Practice Care Nurse (such as a Nurse Practitioner NP) or Registered Dietitian Nutritionist (RD or RDN) or, in the case of a non-disabled child or adult participant, be signed by a parent or guardian. There will be no additional charge to the participant for such substitutions. [7 CFR 226.20 (g)]

C. Meal Charges – Ages 1-2 and Ages 3-5

Each meal type is priced separately:

Meal Type	Estimated Servings Per Day	Estimated Annual Number of Serving Days	Price per Meal	Total Price
Breakfast	40 hs/16 ehs	174 hs/229 ehs	$2.46	$26,135.04
Lunch/Supper	40 hs/16 ehs	174 hs/229 ehs	$4.91	$52,163.84
Lunch/Supper (adult)	10 hs/6 ehs	174 hs/229 ehs	$4.91	$15,289.74
Snack	40 hs/16 ehs	174 hs/229 ehs	$1.26	$13,386.24
Other (Specify)				
TOTAL				**$106,974.86**

D. Special Dietary Needs

The Sponsor and Vendor must agree on how charges are assessed for special dietary needs. Prices are the same as chart above.

E. Delivery, Ordering, and Payment

1. Delivery of meals to be served will be made to the Sponsor's dining site(s) or ready for pick-up by 10:40 a.m. for each day. The Vendor is liable for meals delivered outside of the agreed-upon delivery time.
2. The Sponsor shall notify the Vendor by telephone or in person each day before 9:00 a.m. of the total number of meals needed for that day and/or the following day.
3. The Vendor shall invoice the Sponsor monthly, using the 10th of the month following the delivery of meals.
4. The Vendor shall receive a fixed price per meal for **breakfast, lunch**.
5. The Vendor shall receive a fixed price per unit for each reimbursable snack served in the Child and Adult Care Food Program.

F. Health and Sanitation

The Vendor agrees that the state and local health and sanitation requirements are met. Following Hazard Analysis and Critical Control Point (HACCP) guidelines, all food will be properly stored, prepared, packaged, and transported free of contamination and at appropriate temperatures.

G. Recordkeeping

1. The Vendor agrees to keep all records related to this agreement, including food purchased, daily quantities prepared, delivered daily menu records, and delivery receipts. The Vendor must maintain all records for three years after the end of the fiscal year or until the final resolution of outstanding audits or claims. The Vendor must submit delivery reports and invoices to the Sponsor no less often than monthly.
2. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office at any reasonable time and place.

H. Terms and Termination

1. This agreement shall be for **one-year,** effective **September 1, 2025**, or upon written approval of the Michigan Department of Education agreement, whichever occurs last, and ending on **August 31, 2026**.

   In no event shall the agreement become effective without the prior approval of MDE.

2. The Sponsor or the Vendor may terminate the agreement with or without cause by giving 60 days’ written notice.

I. Non-Performance by Vendor

For meals that do not meet the CACFP meal requirements, the Sponsor shall procure meals and charge the Vendor to procure the meals. If the Vendor fails to deliver any meals according to the agreement terms, the Sponsor shall procure the meals from another source. The Sponsor will charge the Vendor the costs of replacing these meals.

AGREEMENT PAGE

Sponsors are responsible for assuring compliance with all applicable CACFP regulations.

This Vendor certifies that they shall operate per all applicable State and Federal laws and regulations. This agreement, attachments, and the Vendor's proposal, with addenda, if any, constitute the entire agreement between the Sponsor and the Vendor. The parties shall not execute any additional documents about the agreement except as permitted by applicable law. This agreement shall be in effect for one year.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representative on this day and year.

ATTEST:

____
Signature of Witness for Sponsor

SPONSOR:

____
Signature of Sponsor Representative

Delrico Loyd
Name

Chairperson, Genesee County
Title

____
Date

ATTEST:

____
Signature of Witness for Vendor

VENDED MEAL COMPANY:

____
Signature of Company Representative

____
Name

____
Title

____
Date

GENESEE COUNTY
MICHIGAN

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: ☑ (Go to Question 2)

No: ☐ (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: ☐ This project requires a contract, skip to the contracts section.

No: ☑ (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes: ☑

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: ☐

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: ☐ This project requires a contract, skip to the contracts section.

No: ☑ Contact Corporate Counsel office prior to submitting into Legistar.

CONTRACTS

*** After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

1) Is this a new contract or a renewal/extension? renewal - CACFP contract

a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.

b. New Contract: Go to Question 2.

2) How is the contract funded?

a. Budgeted or General Funds: ☐ (Go to Question 3)

b. Grant Funded: ☑ (Go to Question 4)

c. Millage Funded: ☐ (Go to Question 5)

3) What is the vendor providing?

a. Services: ______
- Use the **Professional Service Contract Template**

b. Construction/Physical Building Altercation/Remodel ______
- If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

*** To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. ***

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

a. If the service provider is a **contractor**, go back to Question 3.

b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: ☐ No: ☑

a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.

b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?

If **yes**, use the template/previous agreement.
If **no**, contact Corporate Counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: ☑ No: ☐

a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

***** If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.

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

Genesee County

Staff Report

File #: RES-2025-2277 **Agenda Date:** 9/17/2025 **Agenda #:** 16.

To: Charles Winfrey, Human Services Committee Chairperson

From: Pamela Coleman, GCCARD Director

RE: Approval of a request to enter into a Food Service Contract with Atherton School District for 2025 -2026 in an amount not to exceed $72,670.76

BOARD ACTION REQUESTED:

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to enter into a food service contract between Atherton School District and Genesee County in an amount not to exceed $72,670.76 from September 1, 2025 through August 31, 2026, with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

BACKGROUND:

The cost of the contract is based on the actual number of breakfasts, lunches, snacks and adult meals ordered per day, times the Child and Adult Care Food Program reimbursement (lunch $4.91 per meal, breakfast $2.46 per meal and snack $1.26 per meal) an amount not to exceed $72,670.76. The Atherton School District food contract is to provide meals to the Head Start and Early Head Start programs operated in their own school building.

DISCUSSION:

GCCARD requests authorization to enter into a food service contract in an amount not to exceed $72,670.76 to provide meals to Atherton School District Head Start and Early Head Start classrooms for the 2025-2026 school year.

IMPACT ON HUMAN RESOURCES:

There will be no impact on Human Resources.

IMPACT ON BUDGET:

The costs are split up according to the county fiscal year and grant year as follows: Fund# 2801-698.03-801.012 (Sept. 2025 - $2,267.25, Oct. 2025 - June 2026 - $20,405.25, July 2026 - August 2026 - $4,534.50), Fund# 2801-698.03-801.051 (Sept. 2025 - $322.48, Oct. 2025 - June 2026 - $2,902.26, July 2026 - August 2026 - $644.96), Fund# 2801-698.05-801.012 (Sept. 2025 - $2,635.03, Oct. 2025 - June 2026 - $23,715.24, July 2026 - August 2026 - $5,270.05), Fund# 2801-698.05-801.051 (Sept. 2025 - $562.20, Oct. 2025 - June 2026 - $5,059.74, July 2026 - August 2026 - $1,124.40), Fund# 2727-698.03-801.012 (Sept. 2025 - $235.45), Fund# 2727-698.03-801.051 (Sept. 2025 - $33.50), Fund# 2727-698.03-801.012 (Oct. 2025 - August 2026 - $2,589.95), and Fund# 2727

-698.03-801.051 (Oct. 2025 - August 2026 - $368.50). **No general fund dollars are being requested.**

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 priorities of Healthy, Livable and Safe Communities and Community Growth by providing children in the Head Start and Early Head Start programs nutritious meals to give them the best possible start.

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 entering into the Food Service Contract between Genesee County and Atherton School District, whereby the school will provide breakfast, lunch, and snacks to the Head Start and Early Head Start programs operating within the school, at a total cost not to exceed $72,670.76 for the period commencing September 1, 2025, through August 31, 2026, split up according to the county fiscal year and grant year in accounts: Fund# 2801-698.03-801.012 (Sept. 2025 - $2,267.25, Oct. 2025 - June 2026 - $20,405.25, July 2026 - August 2026 - $4,534.50); Fund# 2801-698.03-801.051 (Sept. 2025 - $322.48, Oct. 2025 - June 2026 - $2,902.26, July 2026 - August 2026 - $644.96); Fund# 2801-698.05-801.012 (Sept. 2025 - $2,635.03, Oct. 2025 - June 2026 - $23,715.24, July 2026 - August 2026 - $5,270.05); Fund# 2801-698.05-801.051 (Sept. 2025 - $562.20, Oct. 2025 - June 2026 - $5,059.74, July 2026 - August 2026 - $1,124.40); Fund# 2727-698.03-801.012 (Sept. 2025 - $235.45); Fund# 2727-698.03-801.051 (Sept. 2025 - $33.50), Fund# 2727-698.03-801.012 (Oct. 2025 - August 2026 - $2,589.95); and Fund# 2727-698.03-801.051 (Oct. 2025 - August 2026 - $368.50), is approved (a copy of the memorandum request, contract, and supporting documents being on file with the official records of the September 17, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

CACFP Vended Meal Agreement

Child and Adult Care Food Program (CACFP) Sponsors may purchase meals/snacks from a non-commercial vendor. Non-commercial vendors include school food authorities or another department within the CACFP Sponsor's organization.

A. Intent

This solicitation is for the purpose of entering into an agreement for the purchase of vended meals for County of Genesee**,** referred to as the Sponsor. The party preparing meals, Atherton Community School District, will be referred to as the Vendor, and the agreement will be between the Sponsor and Vendor.

B. Meals, Meal Requirements

1. All meals provided shall conform with the U.S. Department of Agriculture's requirements for those meals and the age groups served. (7 CFR 226.20) The CACFP meal patterns can be found on the USDA website.

2. The Vendor will prepare the following meals: **breakfast, lunch, PM snack,** including **eating utensils, paper service items, condiments**, and provide safe transportation containers.

   Meals will be delivered in **bulk** form. Milk **will** be provided by the Vendor.

   The Vendor will provide meals for the following site(s):

Site Name	Address	License Number	CACFP Meal Pattern(s) to be Serve
Atherton Head Start	2400 Clarice Ave., Burton, MI 48519	DC250364592	B,L,S Ages 1-5

3. The Vendor shall be liable for meals that do not meet the meal pattern requirements specified in this agreement or are spoiled or unwholesome at the delivery time. The Sponsor shall not pay for such meals.

4. The Vendor shall make meal modifications and variations in reimbursable meals and snacks, including substitutions, for children with disabilities when their disability restricts their diet, and they are unable to consume meals and snacks because of medical or other special dietary needs. The Vendor shall also make variations for meals, snacks, and fluid milk substitutions for non-disability reasons. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by the USDA Food and Nutrition Service. Such statement shall, in the case of a child with a disability, be signed by state licensed Physician (MD or DO), Physician Assistant (PA), an Advanced Practice Care Nurse (such as a Nurse Practitioner NP) or Registered Dietitian Nutritionist (RD or RDN) or, in the case of a non-disabled child or adult participant, be signed by a parent or guardian. There will be no additional charge to the participant for such substitutions. [7 CFR 226.20 (g)]

C. Meal Charges – Ages 1-2 and Ages 3-5

Each meal type is priced separately:

Meal Type	Estimated Servings Per Day	Estimated Annual Number of Serving Days	Price per Meal	Total Price
Breakfast	20 hs/16 ehs	174 hs/ 229 ehs	$2.46	$17,574.24
Lunch/Supper	20 hs/16 ehs	174 hs/ 229 ehs	$4.91	$35,077.04
Lunch/Supper (adult)	5 hs/6 ehs	174 hs/ 229 ehs	$4.91	$11,018.04
Snack	20 hs/16 ehs	174 hs/ 229 ehs	$1.26	$9,001.44
Other (Specify)				
TOTAL				**$72,670.76**

D. Special Dietary Needs

The Sponsor and Vendor must agree on how charges are assessed for special dietary needs. Prices are the same as chart above.

E. Delivery, Ordering, and Payment

1. Delivery of meals to be served will be made to the Sponsor's dining site(s) or ready for pick-up by 10:40 a.m. for each day. The Vendor is liable for meals delivered outside of the agreed-upon delivery time.
2. The Sponsor shall notify the Vendor by telephone or in person each day before 9:00 a.m. of the total number of meals needed for that day and/or the following day.
3. The Vendor shall invoice the Sponsor monthly, using the 10th of the month following the delivery of meals.
4. The Vendor shall receive a fixed price per meal for **breakfast, lunch**.
5. The Vendor shall receive a fixed price per unit for each reimbursable snack served in the Child and Adult Care Food Program.

F. Health and Sanitation

The Vendor agrees that the state and local health and sanitation requirements are met. Following Hazard Analysis and Critical Control Point (HACCP) guidelines, all food will be properly stored, prepared, packaged, and transported free of contamination and at appropriate temperatures.

G. Recordkeeping

1. The Vendor agrees to keep all records related to this agreement, including food purchased, daily quantities prepared, delivered daily menu records, and delivery receipts. The Vendor must maintain all records for three years after the end of the fiscal year or until the final resolution of outstanding audits or claims. The Vendor must submit delivery reports and invoices to the Sponsor no less often than monthly.
2. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office at any reasonable time and place.

H. Terms and Termination

1. This agreement shall be for **one-year,** effective **September 1, 2025**, or upon written approval of the Michigan Department of Education agreement, whichever occurs last, and ending on **August 31, 2026**.

   In no event shall the agreement become effective without the prior approval of MDE.

2. The Sponsor or the Vendor may terminate the agreement with or without cause by giving 60 days' written notice.

I. Non-Performance by Vendor

For meals that do not meet the CACFP meal requirements, the Sponsor shall procure meals and charge the Vendor to procure the meals. If the Vendor fails to deliver any meals according to the agreement terms, the Sponsor shall procure the meals from another source. The Sponsor will charge the Vendor the costs of replacing these meals.

AGREEMENT PAGE

Sponsors are responsible for assuring compliance with all applicable CACFP regulations.

This Vendor certifies that they shall operate per all applicable State and Federal laws and regulations. This agreement, attachments, and the Vendor's proposal, with addenda, if any, constitute the entire agreement between the Sponsor and the Vendor. The parties shall not execute any additional documents about the agreement except as permitted by applicable law. This agreement shall be in effect for one year.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representative on this day and year.

ATTEST:

____

Signature of Witness for Sponsor

SPONSOR:

____

Signature of Sponsor Representative

Delrico Loyd

Name

Chairperson, Genesee County

Title

____

Date

ATTEST:

____

Signature of Witness for Vendor

VENDED MEAL COMPANY:

____

Signature of Company Representative

____

Name

____

Title

____

Date

GENESEE COUNTY
MICHIGAN

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) **Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)**

   Yes: ☑ (Go to Question 2)

   No: ☐ (Go to Question 4)

2) **If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?**

   Yes: ☐ This project requires a contract, skip to the contracts section.

   No: ☑ (Go to Question 3)

3) **Has the vendor presented a document for the county to sign?**

   Yes: ☑

   - This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

   No: ☐

   - Use a **Purchase Order** You do not need to complete the remainder of this form.

4) **Is this a request for services, an IT submission, or construction work?**

   Yes: ☐ This project requires a contract, skip to the contracts section.

   No: ☑ Contact Corporate Counsel office prior to submitting into Legistar.

CONTRACTS

*** After selecting a template, contact the Risk Manager to obtain insurance requirements <u>before</u> submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

1) **Is this a new contract or a renewal/extension?** renewal - CACFP contract

   a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and <u>all</u> prior amendments in the review process.

   b. New Contract: Go to Question 2.

2) How is the contract funded?

a. Budgeted or General Funds: ☐ (Go to Question 3)

b. Grant Funded: ☑ (Go to Question 4)

c. Millage Funded: ☐ (Go to Question 5)

3) What is the vendor providing?

a. Services: ______

- Use the **Professional Service Contract Template**

b. Construction/Physical Building Altercation/Remodel ______

- If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

*** To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. ***

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

a. If the service provider is a **contractor**, go back to Question 3.

b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: ☐ No: ☑

a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.

b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?

If **yes**, use the template/previous agreement.
If **no**, contact Corporate Counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: ☑ No: ☐

a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

***** If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.

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

Genesee County

Staff Report

File #: RES-2025-2282 **Agenda Date:** 9/17/2025 **Agenda #:** 17.

To: Charles Winfrey, Human Services Committee Chairperson

From: Pamela Coleman, GCCARD Director

RE: Approval of a request to enter into a Food Service Contract with Bendle School District for 2025-2026 in an amount not to exceed $34,304.10

BOARD ACTION REQUESTED:

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to enter into a food service contract between Bendle School District and Genesee County in an amount not to exceed $34,304.10 from September 1, 2025, through August 31, 2026, with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

BACKGROUND:

The cost of the contract is based on the actual number of breakfasts, lunches, snacks and adult meals ordered per day, times the Child and Adult Care Food Program reimbursement (lunch $4.91 per meal, breakfast $2.46 per meal and snack $1.26 per meal) an amount not to exceed $34,304.10. The Bendle School District food contract is to provide meals to the Head Start programs operated in their own school building.

DISCUSSION:

GCCARD requests authorization to enter into a food service contract in an amount not to exceed $34,304.10 to provide meals to Bendle School District Head Start classrooms for the 2025-2026 school year.

IMPACT ON HUMAN RESOURCES:

There will be no impact on Human Resources.

IMPACT ON BUDGET:

The costs are split up according to the county fiscal year and grant year as follows: Fund# 2801-698.03-801.012 (Sept. 2025 - $2,267.25, Oct. 2025 - June 2026 - $20,405.25, July 2026 - August 2026 - $4,534.50), Fund# 2801-698.03-801.051 (Sept. 2025 - $322.48, Oct. 2025 - June 2026 - $2,902.26, July 2026 - August 2026 - $644.96), Fund# 2727-698.03-801.012 (Sept. 2025 - $235.45), Fund# 2727-698.03-801.051 (Sept. 2025 - $33.50), Fund# 2727-698.03-801.012 (Oct. 2025 - August 2026 - $2,589.95), and Fund# 2727-698.03-801.051 (Oct. 2025 - August 2026 - $368.50). **No general fund dollars are being requested.**

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 priorities of Healthy, Livable and Safe Communities and Community Growth by providing children in the Head Start program nutritious meals to give them the best possible start.

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 Executive Director of the Genesee County Community Action Resource Department ("GCCARD") to authorize entering into the Food Service Contract between Genesee County and Bendle School District, whereby the school will provide breakfast, lunch, and snacks to the Head Start program operating within the school, at a total cost not to exceed $34,304.10 for the period commencing September 1, 2025, through August 31, 2026, split up according to the county fiscal year and grant year in accounts: Fund# 2801-698.03-801.012 (Sept. 2025 - $2,267.25, Oct. 2025 - June 2026 - $20,405.25, July 2026 - August 2026 - $4,534.50); Fund# 2801-698.03-801.051 (Sept. 2025 - $322.48, Oct. 2025 - June 2026 - $2,902.26, July 2026 - August 2026 - $644.96); Fund# 2727-698.03-801.012 (Sept. 2025 - $235.45); Fund# 2727-698.03-801.051 (Sept. 2025 - $33.50); Fund# 2727-698.03-801.012 (Oct. 2025 - August 2026 - $2,589.95); and Fund# 2727-698.03-801.051 (Oct. 2025 - August 2026 - $368.50, is approved (a copy of the memorandum request, contract, and supporting documents being on file with the official records of the September 17, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

CACFP Vended Meal Agreement

Child and Adult Care Food Program (CACFP) Sponsors may purchase meals/snacks from a non-commercial vendor. Non-commercial vendors include school food authorities or another department within the CACFP Sponsor's organization.

A. Intent

This solicitation is for the purpose of entering into an agreement for the purchase of vended meals for County of Genesee**,** referred to as the Sponsor. The party preparing meals, Bendle School District, will be referred to as the Vendor, and the agreement will be between the Sponsor and Vendor.

B. Meals, Meal Requirements

1. All meals provided shall conform with the U.S. Department of Agriculture's requirements for those meals and the age groups served. (7 CFR 226.20) The CACFP meal patterns can be found on the USDA website.

2. The Vendor will prepare the following meals: **breakfast, lunch, PM snack,** including **eating utensils, paper service items, condiments**, and provide safe transportation containers.

   Meals will be delivered in **bulk** form. Milk **will** be provided by the Vendor.

   The Vendor will provide meals for the following site(s):

Site Name	Address	License Number	CACFP Meal Pattern(s) to be Serve
Bendle Head Start	4341 Larkin Dr.., Burton, MI 48529	DC250285813	B,L,S Ages 3-5

3. The Vendor shall be liable for meals that do not meet the meal pattern requirements specified in this agreement or are spoiled or unwholesome at the delivery time. The Sponsor shall not pay for such meals.

4. The Vendor shall make meal modifications and variations in reimbursable meals and snacks, including substitutions, for children with disabilities when their disability restricts their diet, and they are unable to consume meals and snacks because of medical or other special dietary needs. The Vendor shall also make variations for meals, snacks, and fluid milk substitutions for non-disability reasons. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by the USDA Food and Nutrition Service. Such statement shall, in the case of a child with a disability, be signed by state licensed Physician (MD or DO), Physician Assistant (PA), an Advanced Practice Care Nurse (such as a Nurse Practitioner NP) or Registered Dietitian Nutritionist (RD or RDN) or, in the case of a non-disabled child or adult participant, be signed by a parent or guardian. There will be no additional charge to the participant for such substitutions. [7 CFR 226.20 (g)]

C. Meal Charges – Ages 3-5

Each meal type is priced separately:

Meal Type	Estimated Servings Per Day	Estimated Annual Number of Serving Days	Price per Meal	Total Price
Breakfast	20	174	$2.46	$8,560.80
Lunch/Supper	20	174	$4.91	$17,086.80
Lunch/Supper (adult)	5	174	$4.91	$4,271.70
Snack	20	174	$1.26	$4,384.80
Other (Specify)				
TOTAL				**$34,304.10**

D. Special Dietary Needs

The Sponsor and Vendor must agree on how charges are assessed for special dietary needs. Prices are the same as chart above.

E. Delivery, Ordering, and Payment

1. Delivery of meals to be served will be made to the Sponsor's dining site(s) or ready for pick-up by 10:00 a.m. for each day. The Vendor is liable for meals delivered outside of the agreed-upon delivery time.
2. The Sponsor shall notify the Vendor by telephone or in person each day before 8:00 a.m. of the total number of meals needed for that day and/or the following day.
3. The Vendor shall invoice the Sponsor monthly, using the 10th of the month following the delivery of meals.
4. The Vendor shall receive a fixed price per meal for **breakfast, lunch**.
5. The Vendor shall receive a fixed price per unit for each reimbursable snack served in the Child and Adult Care Food Program.

F. Health and Sanitation

The Vendor agrees that the state and local health and sanitation requirements are met. Following Hazard Analysis and Critical Control Point (HACCP) guidelines, all food will be properly stored, prepared, packaged, and transported free of contamination and at appropriate temperatures.

G. Recordkeeping

1. The Vendor agrees to keep all records related to this agreement, including food purchased, daily quantities prepared, delivered daily menu records, and delivery receipts. The Vendor must maintain all records for three years after the end of the fiscal year or until the final resolution of outstanding audits or claims. The Vendor must submit delivery reports and invoices to the Sponsor no less often than monthly.
2. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office at any reasonable time and place.

H. Terms and Termination

1. This agreement shall be for **one-year,** effective **September 1, 2025**, or upon written approval of the Michigan Department of Education agreement, whichever occurs last, and ending on **August 31, 2026**.

   In no event shall the agreement become effective without the prior approval of MDE.

2. The Sponsor or the Vendor may terminate the agreement with or without cause by giving 60 days’ written notice.

I. Non-Performance by Vendor

For meals that do not meet the CACFP meal requirements, the Sponsor shall procure meals and charge the Vendor to procure the meals. If the Vendor fails to deliver any meals according to the agreement terms, the Sponsor shall procure the meals from another source. The Sponsor will charge the Vendor the costs of replacing these meals.

AGREEMENT PAGE

Sponsors are responsible for assuring compliance with all applicable CACFP regulations.

This Vendor certifies that they shall operate per all applicable State and Federal laws and regulations. This agreement, attachments, and the Vendor's proposal, with addenda, if any, constitute the entire agreement between the Sponsor and the Vendor. The parties shall not execute any additional documents about the agreement except as permitted by applicable law. This agreement shall be in effect for one year.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representative on this day and year.

ATTEST:

____
Signature of Witness for Sponsor

SPONSOR:

____
Signature of Sponsor Representative

Delrico Loyd
Name

Chairperson, Genesee County
Title

____
Date

ATTEST:

____
Signature of Witness for Vendor

VENDED MEAL COMPANY:

____
Signature of Company Representative

____
Name

____
Title

____
Date

GENESEE COUNTY
MICHIGAN

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: ☑ (Go to Question 2)
No: ☐ (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes**:** ☐ This project requires a contract, skip to the contracts section.
No: ☑ (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes: ☑

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: ☐

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: ☐ This project requires a contract, skip to the contracts section.
No: ☑ Contact Corporate Counsel office prior to submitting into Legistar.

CONTRACTS

*** After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

1) Is this a new contract or a renewal/extension? renewal - CACFP contract

a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.

b. New Contract: Go to Question 2.

2) How is the contract funded?

a. Budgeted or General Funds: ☐ (Go to Question 3)

b. Grant Funded: ☑ (Go to Question 4)

c. Millage Funded: ☐ (Go to Question 5)

3) What is the vendor providing?

a. Services: ______
   - Use the **Professional Service Contract Template**

b. Construction/Physical Building Altercation/Remodel ______
   - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

*** To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. ***

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

a. If the service provider is a **contractor**, go back to Question 3.

b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: ☐ No: ☑

a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.

b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?

If **yes**, use the template/previous agreement.
If **no**, contact Corporate Counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: ☑ No: ☐

a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

***** If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.

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

Genesee County

Staff Report

File #: RES-2025-2285 **Agenda Date:** 9/17/2025 **Agenda #:** 18.

To: Charles Winfrey, Human Services Committee Chairperson

From: Pamela Coleman, GCCARD Director

RE: Approval of a General Fund Appropriation for Administration of the 25Water Affordability - 2025 Grant Not to Exceed $75,000.00

BOARD ACTION REQUESTED:

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee for an appropriation of General Funds not to exceed $75,000.00 to subsidize the administrative costs associated with the 25Water Affordability - 2025 (25WAT) grant, with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

BACKGROUND:

The 25WAT grant was originally accepted from the Michigan Department of Health and Human Services (MDHHS) via RES-2025-1714 in the amount of $3,000,000.00. Funds awarded through the 25WAT grant will be used to provide water assistance payments up to $3,000.00 per fiscal year per household for eligible residents throughout Genesee County. The term of this award begins March 1, 2025, through September 30, 2029.

DISCUSSION:

As the agreement is State funded, administrative allocations have been capped at 3%. An amendment of this agreement was to be submitted, reducing the award amount to $1,500,000.00 to account for costs associated with administering the grant. However, should this appropriation request be approved, the subsidization of administrative costs will allow GCCARD the opportunity to effectively expend the original grant award of $3,000,000.00.

IMPACT ON HUMAN RESOURCES:

There will be no impact on Human Resources.

IMPACT ON BUDGET:

This **General Fund appropriation** will increase fund number 2751-695.39 by not more than $75,000.00 allowing the full grant award of $3,000,000.00 to be administered without deficit. A budget amendment is attached.

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 priorities of Healthy, Livable and Safe Communities by assuring continued service of water and/or wastewater utilities for eligible Genesee County residents and Long-Term Financial Stability as we seek to serve the community to the best of our ability while responsibly balancing funding and administrative resources.

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 appropriating an amount not to exceed $75,000.00 from the General Fund to subsidize administrative costs associated with the 25Water Affordability - 2025 grant agreement in the amount of $3,000,000.00 from the Michigan Department of Health and Human Services (MDHHS) for the period of March 1, 2025, through September 30, 2029, to provide water assistance for eligible Genesee County residents, is approved (a copy of the memorandum request and budget being on file with official records of September 17, 2025 meeting of the Human Services Committee of this Board), and the Chief Financial Officer is directed to record the attached budget amendment.

DESCRIPTION:

GL #	Description	Increase/(Decrease)
1010-255.04-995.056	TRANSFERS OUT	75,000.00
2751-695.39-699.000	TRANSFERS IN	75,000.00

APPROVED BY: ____

DESCRIPTION:

GL #	Description	Increase/(Decrease)
1010-255.04-995.056	TRANSFERS OUT	75,000.00
2751-695.39-699.000	TRANSFERS IN	75,000.00

APPROVED BY: ____

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

Genesee County

Staff Report

File #: RES-2025-2309 **Agenda Date:** 9/17/2025 **Agenda #:** 19.

To: Charles Winfrey, Human Services Committee Chairperson

From: Joshua Freeman, Director of Administration

RE: Amendment to GHP Contract

BOARD ACTION REQUESTED:

In approving this agreement, the Board of County Commissioners will help fulfill their priority of creating a Healthy, Livable, & Safe Community by assisting those without heath care insurance in obtaining coverage.

BACKGROUND:

The current agreement with the Genesee Health Plan (GHP) capped expenses at $5,000,000.00. Due to increased enrollment, GHP has exceeded that amount.

DISCUSSION:

Due to increased enrollment the current contract with GHP needs to be increased. Through June, they have reached the cap contained in their contract. Projections show that they are expecting to spend just under $7,000,000.00 for the current fiscal year.

IMPACT ON HUMAN RESOURCES:

There are no impacts on HR.

IMPACT ON BUDGET:

This is an increase to the current budget and a budget amendment is attached. There is sufficient fund balance available to cover this cost. The cost will be paid from account 2230-255.01-835.006

IMPACT ON FACILITIES:

There will be no impact on Facilities.

IMPACT ON TECHNOLOGY:

There will be no impact on Technology.

CONFORMITY TO COUNTY PRIORITIES:

The Board of County Commissioners have prioritized a Healthy, Livable & Safe Community. By continuing to provide access to health care for eligible residents, the Board of Commissioners are working to realize that goal.

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 Administration to authorize amending the Genesee Health Plan Contract for the term commencing October 1, 2024, through September 30, 2025, said amendment being necessary to increase the total cost to the County to a new amount not to exceed $7,000,000.00 for the fiscal year, funding to be paid from millage account number 2230-255.01-835.006, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the September 17, 2025 meeting of the Human Services Committee of this Board), the Chairperson of this Board is authorized to execute the contract amendment on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

DESCRIPTION:

GL #	Description	Increase/(Decrease)
2230-255.01-835.006	GENESEE HEALTH PLAN	1,000,000.00

APPROVED BY: ____

DESCRIPTION:

GL #	Description	Increase/(Decrease)
2230-255.01-835.006	GENESEE HEALTH PLAN	1,000,000.00

APPROVED BY: ____