MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN

THE COUNTY OF GENESEE
Acting By and Through
Genesee County Department of Senior Services ("GCDSS")
324 South Saginaw Street, Suite 7A
Flint, Michigan 48502
Hereinafter referred to as the **"COUNTY"**

and

OFFICE OF GENESEE COUNTY SHERIFF
1002 South Saginaw Street
Flint, Michigan 48502
Hereinafter referred to as the **"SHERIFF"**

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

Whereas, the COUNTY and the SHERIFF previously entered into a Memorandum of Understanding (MOU) for a program of services titled **"Elder Abuse and Exploitation Prevention Services"** (hereinafter referred to as "Services") funded by the Senior Citizen Services millage; and

Whereas, the COUNTY elects to continue funding these Services through the Senior Millage.

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

A. PURPOSE:

This MOU is entered into for the purpose of retaining SHERIFF to provide elder abuse and exploitation prevention services funded by Senior Citizen Services millage dollars to qualified senior individuals residing in Genesee County.

B. IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT:

1. This MOU shall commence on October 1, 2025 and continue through September 30, 2026.

2. This MOU is effective as of the commencement date upon approval by the Genesee County Board of Commissioners.

3. The SHERIFF agrees to designate three detectives to the EAP.

4. The assigned detectives work for, and report to, the SHERIFF, who reserves the right to regulate the staffing and nature of service to be provided under this MOU, and remains the final decision maker as to responding to complaints, investigations and pursuing charges in elder abuse cases.

5. The SHERIFF agrees to establish safeguards to prohibit conflicts of interest involving SHERIFF employees, prohibiting them from being involved in activities that are motivate by a desire for private gain for themselves or others with whom they have family, business or personal ties.

6. The SHERIFF will submit to the GCOSS monthly reports providing statistics regarding the use of the detectives and clerical, if utilized, using a format similar to that provided in Attachment B, including the Monthly New Client Address Form that is to be sent electronically each month in an Excel spreadsheet format.

7. The SHERIFF agrees to include the following statement, where practicable, in or on printed materials, newsletters, surveys, website, special events, programs, registration materials, advertisements, program presentations, etc.: "*This program and/or service is funded in whole or in part by Genesee County Senior Millage funds. Your tax dollars are at work."* The Genesee County logo must be displayed on all of the above items if funded in whole or in part by Genesee County Senior Millage funds.

8. The SHERIFF agrees that Senior Millage funds may be used to provide increases in salaries or compensation packages for any employee or contractor, at the discretion of the Genesee County Department of Senior Services and the approval of the Genesee County Board of Commissioners, or as required to comply with any state or federal minimum wage laws.

9. The SHERIFF agrees that overnight travel funded by Senior Millage dollars shall be approved in advance by the Genesee County Board of Commissioners and agrees to adhere to the Genesee County Travel Regulations as set forth in Attachment D to this MOU.

10. The parties agree that failure by the COUNTY to insist upon strict adherence to any terms of this MOU shall not be considered a waiver or deprive the COUNTY of the right thereafter to insist upon strict adherence to that term or any other the term, of this MOU.

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

1. The COUNTY agrees to compensate the SHERIFF for the term of the MOU an amount not to exceed $ 500,000.00 for costs of budgetary items described and included within Attachment C to this MOU (Approved Budget FY – 2025 - 2026). Reimbursement will be disbursed on a monthly basis at the rate and monthly maximum as set forth in Paragraph H. Reimbursement Method for the service agreed upon for the duration of the MOU term.

2. Subject to the availability of funding and other applicable conditions, the COUNTY agrees to provide resources throughout the period of this MOU under the terms of this MOU.

3. The COUNTY may, at reasonable times and without notice, visit and inspect the SHERIFF'S facilities and discuss or survey the SHERIFF'S activities with designated staff.

4. The COUNTY, or any other representatives designated by the COUNTY, has the right to examine all records, books and papers related to the performance of activities that are the subject of this MOU.

5. The Contract Administrator for this MOU is Lynn M. Radzilowski, Senior Services Director, GCOSS, or her designee (the "Contract Administrator"). The SHERIFF acknowledges that the Contract Administrator is the primary COUNTY contact for notices and instructions related to this MOU. The SHERIFF agrees to provide a copy of all notices related to this MOU to the Contract Administrator.

D. MEMORANDUM OF UNDERSTANDING ATTACHMENTS

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

Attachment A: Business Associate Agreement
Attachment B: Reporting Forms (Monthly Invoice Form & Monthly New Client Address Form)
Attachment C: Approved Budget FY – 2025 - 2026
Attachment D: Genesee County Travel Regulations

E. AMENDMENTS

1. Any changes to this MOU will be valid only if made in writing and accepted by all parties to this MOU.

2. This MOU, including attachments, may be amended by mutual written consent of the SHERIFF and the COUNTY. When submitting a proposed MOU or budget amendment, the SHERIFF must also revise or amend its related output measures whenever the amendment results in a significant change of program scope or as specifically required by the COUNTY and submit copies of the revised sheets and summary description of the changes.

3. In the event that circumstances occur that are not reasonably foreseeable or are beyond the SHERIFF's control which reduces or otherwise interferes with the SHERIFF's ability to provide or maintain specified services or operational procedures, immediate written notification must be provided to the COUNTY and, where feasible, an amendment to this MOU negotiated.

4. Any changes proposed by the SHERIFF which would affect the funding of any activity supported in whole or in part by funds provided under this MOU must be submitted in writing to the COUNTY immediately upon determining the need for such change. The proposed change may be implemented upon receipt of written notification from the COUNTY.

5. Within thirty days after receipt of the proposed change, the COUNTY shall advise the SHERIFF in writing of its determination. Subsequently, the COUNTY will initiate any necessary formal amendment to the MOU for execution by the parties to the MOU.

6. Any changes proposed by the COUNTY must be agreed to in writing by the SHERIFF within thirty days of receipt. The COUNTY shall initiate any necessary formal amendment as above upon such written agreement.

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

F. TERMINATION

This MOU is in full force and effect for the period specified in paragraph B.1 of this MOU, subject to the following conditions:

1. This MOU may be terminated by either party for any reason by giving thirty days written notice to the other party stating the effective date of termination.

2. This MOU is terminated by the COUNTY upon seven days written notice to SHERIFF due to convenience or diminution of funds.

G. REPORTING REQUIREMENTS

The SHERIFF will provide the COUNTY with monthly reports using the formats provided in Attachment B to this MOU. The SHERIFF will also provide on a monthly basis a compilation, or copies, of letters and other feedback that has been received from senior clients regarding the work of the Sheriff's EAP Program. The SHERIFF will also provide a breakdown of the warrants issued each month during the term of this MOU.

H. REIMBURSEMENT METHOD

1. The COUNTY shall reimburse the SHERIFF on a monthly basis for Services provided during the duration of this MOU only. The SHERIFF shall not be reimbursed for Services provided prior to the commencement date of this MOU.

2. The COUNTY shall reimburse the SHERIFF on a monthly basis with a recommended maximum reimbursement total of $ 41,666.66 per month during the term of this MOU.

The purpose of the recommended maximum reimbursement is to avoid the SHERIFF expending all of the funds prior to the scheduled end date of the Initial Term. Reimbursements exceeding the recommended maximum figure may be permitted on a case-by-case basis as determined by the Contract Administrator as long as the SHERIFF presents an explanation of need and a reasonable plan for providing continued service for the remainder of the term of the MOU.

3. The COUNTY shall reimburse the SHERIFF within thirty days of an approved invoice using the monthly invoice form and instructions found in Attachment B of this MOU. Prompt reimbursement shall be contingent upon full contractual compliance and The submittal of requisite documentation on the approved invoice form. COUNTY may withhold reimbursement if it deems the SHERIFF to have failed to have substantially complied with the MOU terms. Ineligible expenses, expenditures not consistent with the approved budget, or expenditures exceeding the monthly maximum limit without the above-stated explanation and plan will not be reimbursed.

4. Properly documented requests for reimbursement submitted to the COUNTY by the 21st of each month will be processed and, if approved, disbursed by the 15th of the next month. Requests submitted later than the 21st of each month and incomplete requests (e.g. inadequate supporting documentation) will be processed in the following reimbursement cycle. At its sole discretion, the COUNTY will deem expenditures as either eligible or ineligible for each reimbursement or advance expenditure request. The COUNTY may, at its discretion and upon reasonable notice, require the CONTRACTOR to complete reports additional to those attached to this CONTRACT regarding the CONTRACTOR'S expenses and activities.

I. ASSURANCES

The SHERIFF covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is related to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurance from any subcontractor who may be used to carry out duties described in this MOU. A breach of this covenant shall be regarded as a material breach of the MOU.

J. CONFIDENTIALITY

It is understood that work performed under this Program of Services will include access to proprietary documents and information. SHERIFF agrees that confidential information about the COUNTY or its related entities will not be released, except as required by law, without the prior approval of the COUNTY. The COUNTY agrees that it will not release any of SHERIFF'S materials provided or utilized during the contract performing process without written permission. SHERIFF and the COUNTY affirm the Business Associate Agreement Form executed with the signing of this MOU and

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

K. GOOD FAITH EFFORTS TO RESOLVE DISPUTES; ATTORNEYS' FEES

If for any reason any portion of this MOU is in dispute, the parties agree to resolve the dispute without resorting to litigation. Any dispute shall be submitted to an agreed upon mediator for binding mediation. The party not prevailing in the dispute will pay reasonable attorney's fees as part of any resolution of the dispute.

L. INTEGRATION

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

M. WAIVER

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

N. SEVERABILITY

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

O. SPECIAL CERTIFICATION STATEMENT

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

[SIGNATURE PAGE FOLLOWS]

COUNTY OF GENESEE

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

_____
Date

OFFICE OF THE GENESEE COUNTY SHERIFF

_____
By: CHRISTOPHER R. SWANSON,
Sheriff

_____
Date

Exhibit A

BUSINESS ASSOCIATE AGREEMENT

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

BACKGROUND

I. Covered Entity is either a "covered entity" or "business associate" of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and, as such, is required to comply with HIPAA's provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);

II. The Parties have entered into or will enter into one or more agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the "Agreement");

III. In providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information.

IV. By providing the services pursuant to the Agreement, Business Associate will become a "business associate" of the Covered Entity as such term is defined under HIPAA;

V. Both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E (collectively, the "Privacy Rule"); and

VI. Both Parties intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate pursuant to the terms of this Agreement, HIPAA and other applicable laws.

AGREEMENT

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

1. **Definitions**. For purposes of this BAA, the Parties give the following meaning to each of the terms in this Section 1 below. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.

   A. "Affiliate" means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity, as defined by HIPAA.

   B. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.

   C. "Breach Notification Rule" means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.

   D. "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the "business associate" under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other "covered entity" under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of "data aggregation" in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.

   E. "Designated Record Set" has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.B.

   F. "De-Identify" means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§164.514(a) and (b).

   G. "Electronic PHI" means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103.

   H. "Health Care Operations" has the meaning given to that term in 45 CFR §164.501.

   I. "HHS" means the U.S. Department of Health and Human Services.

   J. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

   K. "Individual" has the same meaning given to that term in 45 CFR §§164.501 and 160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

L. "Privacy Rule" means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.

M. "Protected Health Information" or "PHI" has the meaning given to the term "protected health information" in 45 CFR §§164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

N. ''Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

O. "Security Rule" means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.

P. "Unsecured Protected Health Information" or "Unsecured PHI" means any "protected health information" as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC §17932(h).

2. Use and Disclosure of PHI.

A. Except as otherwise provided in this BAA, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.

B. Except as otherwise limited by this BAA or federal or state law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate's business and to carry out its legal responsibilities. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

C. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC §17935(b)) and any of the act's implementing regulations adopted by HHS, for each use or disclosure of PHI.

D. Upon request, Business Associate will make available to Covered Entity any of Covered Entity's PHI that Business Associate or any of its agents or subcontractors have in their possession.

E. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

3. **Safeguards Against Misuse of PHI**. Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate agrees to take reasonable steps, including providing adequate training to its employees to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.

4. **Reporting Disclosures of PHI and Security Incidents**. Business Associate will report to Covered Entity in writing any use or disclosure of PHI not provided for by this BAA of which it becomes aware and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event.

5. **Reporting Breaches of Unsecured PHI**. Business Associate will notify Covered Entity in writing promptly upon the discovery of any Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR §164.410, but in no case later than 30 calendar days after discovery of a Breach. Business Associate will reimburse Covered Entity for any costs incurred by it in complying with the requirements of Subpart D of 45 CFR §164 that are imposed on Covered Entity as a result of a Breach committed by Business Associate.

6. **Mitigation of Disclosures of PHI**. Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.

7. **Agreements with Agents or Subcontractors**. Business Associate will ensure that any of its agents or subcontractors that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains or transmits on behalf of Business Associate or, through the Business Associate, Covered Entity. Business Associate shall notify Covered Entity, or upstream Business Associate, of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 1.M. of this BAA. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract by placement of such notice on the Business Associate's primary website. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA.

8. **Audit Report.** Upon request, Business Associate will provide Covered Entity, or upstream
Business Associate, with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification or other mutually agreed upon independent standards based third party audit report. Covered entity agrees not to re-disclose Business Associate's audit report.

9. **Access to PHI by Individuals**.

   A. Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR §164.524.

   B. In the event any Individual or personal representative requests access to the Individual's PHI directly from Business Associate, Business Associate within ten business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity.

10. **Amendment of PHI**.

   A. Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR §164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within 15 business days of Covered Entity's request.

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

11. **Accounting of Disclosures**.

A. Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.

B. Business Associate will furnish to Covered Entity information collected in accordance with this Section 10, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.

C. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity.

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

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

A. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

B. Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

D. Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

14. **Data Ownership.** Business Associate's data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including any and all forms thereof.

15. **Term and Termination**.

A. This BAA will become effective on the date first written above, and will continue in effect until all obligations of the Parties have been met under the Agreement and under this BAA.

B. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, within 30 days after written notice from Covered Entity. Covered Entity may report the problem to the Secretary of HHS if termination is not feasible.

C. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with 30 days to cure the breach. Covered Entity's failure to cure the breach within the 30-day period will be grounds for immediate termination of the Agreement and this BAA by Business Associate. Business Associate may report the breach to HHS.

D. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business

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

16. **Effect of BAA**.

A. This BAA is a part of and subject to the terms of the Agreement, except that to the extent any terms of this BAA conflict with any term of the Agreement, the terms of this BAA will govern.

B. Except as expressly stated in this BAA or as provided by law, this BAA will not create any rights in favor of any third party.

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

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

A. If to Covered Entity, to:

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

B. If to Business Associate, to:

Attn: Christopher Swanson
T: (810) 257-3426
E: cswanson@geneseecountymi.gov

19. **Amendments and Waiver**. This BAA may not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

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

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

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

Genesee County

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

Office of Genesee County Sheriff

By: _____
Name: Christopher Swanson
Title: Sheriff

ATTACHMENT B
Reporting Forms (Monthly Invoice Form & Monthly New Client Address Form)

MONTHLY INVOICE and REPORT FORM

Agency: Office of the Genesee County Sheriff Activity: **Elder Abuse & Exploitation Prevention**

Contract Term: October 1, 2025 - September 30, 2026

Activity Period:

Certification - I certify that the services rendered and billed costs for these services are in accordance with the terms of the project contract and that reimbursement for the services specified in this invoice has not been previously requested.

Agency's Authorizing Signature: **Date:**

1.	**Total number of Genesee County residents aged 60 years and older ("clients") who were new clients during this month.**	
2.	**Cumulative number of clients served under this fiscal year.**	
3.	**Total number of complaints made to OGCS/Consumer Protection and Fraud Division by Adult Protective Services or other community agencies during this month.**	
4.	**Total number of warrants issued during this month.**	
5.	**Total number of clients discharged from EAP Team services during this month.**	
6.	**Total number of Detective hours spent on the Elder Abuse and Exploitation Prevention Program during this month.**	
8.	**List names and titles of staff who performed work under this contract during this month. Attach pertinent licensures, as applicable, if not submitted during a previous month.**	
	_____ _____	
	_____ _____	
9.	**For each client included in item 1, email that person's address including street number & street name, city or village, and zip code.**	Attach address list

Please attach Fiscal Report

Total Request:

Date stamp:

Total Payment:

Staff Reviewer's Initials:

Senior Services Signature

Lynn M. Radzilowski- Senior Services Director

Senior Millage Service Providers
Client Addresses

Month & Year:

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/A/C/H /NA/U)	VETERAN (Y/N)
1										
2										
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ATTACHMENT C
2025-2026 BUDGET

07/15/2025 BUDGET REPORT

Calculations as of 09/30/2025

GL NUMBER	DESCRIPTION	2025-26 DEPT REQUEST BUDGET
ESTIMATED REVENUES		
1010-317.00-699.000	TRANSFER IN	500,000.00
TOTAL ESTIMATED REVENUES		500,000.00
APPROPRIATIONS		
1010-317.00-702.000	SALARIES & WAGES	264,697.00
1010-317.00-709.000	SOCIAL SECURITY	21,578.00
1010-317.00-713.000	OVERTIME	10,000.00
1010-317.00-714.000	LONGEVITY	7,368.00
1010-317.00-718.000	MEDICAL INSURANCE	45,608.00
1010-317.00-723.000	POST-RETIREMENT BENEFIT	49,822.00
1010-317.00-725.000	OPTICAL INSURANCE	282.00
1010-317.00-726.000	DENTAL INSURANCE	2,666.00
1010-317.00-727.000	LIFE HEALTH INSURANCE	1,258.00
1010-317.00-728.000	RETIREMENT	28,206.00
1010-317.00-729.000	WORKERS COMPENSATION	4,231.00
1010-317.00-730.000	UNEMPLOYMENT	564.00
1010-317.00-752.000	SUPPLIES OTHER	5,311.00
1010-317.00-754.000	SUPPLIES OFFICE	10,000.00
1010-317.00-769.000	SUPPLIES UNIFORMS	5,000.00
1010-317.00-850.000	TELEPHONE	1,409.00
1010-317.00-910.005	TRAINING EMPLOYEES	5,000.00
1010-317.00-957.005	MOTOR POOL CHARGES	32,000.00
1010-317.00-978.000	EQUIPMENT	5,000.00

TOTAL APPROPRIATIONS	500,000.00
NET OF REVENUES/APPROPRIATIONS - FUND 1010	
BEGINNING FUND BALANCE	39,513,780.99
FUND BALANCE ADJUSTMENTS	
ENDING FUND BALANCE	39,513,780.99

ATTACHMENT D
(Genesee County Travel Regulations)
https://www.geneseecountymi.gov/02.001%20Travel%20Policy.pdf