



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Human Services Committee
Agenda

Wednesday, October 8, 2025

5:30 PM

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

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

[RES-2025-2430](#) Approval of Meeting Minutes - September 17, 2025

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

[25-676](#) Genesee County Medical Control Authority

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2025-1374](#) Approval of an update to Genesee County's Environmental Health Regulations
2. [RES-2025-2310](#) Approval of an agreement between Genesee County and the Michigan Department of Education Commodity Supplemental Food Program for the fiscal year ending 2026
3. [RES-2025-2311](#) Approval of an agreement between Genesee County and the Michigan Department of Education to provide for the Emergency Food Assistance Program for fiscal year ending 2026

4. [RES-2025-2350](#) Approval of an agreement between Genesee County and Mott Children's Health Center, in an amount not to exceed \$66,509.00, to provide for the Kindergarten Oral Health Assessment Program; the term of this agreement is October 1, 2025 through September 30, 2026; the cost of this agreement will be paid from account 2211-607.02-801.000

5. [RES-2025-2380](#) Approval of an agreement between Genesee County and the Valley Area Agency on Aging, in the amount of \$880,358.00, to provide for the Home Delivered Meals and Congregate Meals programs; the term of this agreement is October 1, 2025 through September 30, 2026

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

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

File #: RES-2025-2430

Agenda Date: 10/8/2025

Agenda #:

Approval of Meeting Minutes - September 17, 2025



GENESEE COUNTY

— M I C H I G A N —

Genesee County Human Services Committee Meeting Minutes

Wednesday, September 17, 2025	5:30 PM	324 S.Saginaw St., Bryant "BB" Nolden Auditorium
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I. CALL TO ORDER

Commissioner Winfrey called the meeting to order at 7:38 PM.

II. ROLL CALL

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

III. APPROVAL OF MINUTES

[RES-2025-2333](#) Approval of Meeting Minutes – September 3, 2025

RESULT: APPROVED

MOVER: James Avery

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-2025-2070](#) 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

RESULT: REFERRED

MOVER: Gary L. Goetzinger

SECONDER: James Avery

- Aye:** Chairperson Winfrey, Vice Chair Avery,
Commissioner Goetzinger, Commissioner Cousineau
and Commissioner Loyd
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
- RESULT:** REFERRED
MOVER: Gary L. Goetzinger
SECONDER: James Avery
- Aye:** Chairperson Winfrey, Vice Chair Avery,
Commissioner Goetzinger, Commissioner Cousineau
and Commissioner Loyd
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
- RESULT:** REFERRED
MOVER: Martin L. Cousineau
SECONDER: James Avery
- Aye:** Chairperson Winfrey, Vice Chair Avery,
Commissioner Goetzinger, Commissioner Cousineau
and Commissioner Loyd
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
- RESULT:** REFERRED
MOVER: Martin L. Cousineau
SECONDER: James Avery
- Aye:** Chairperson Winfrey, Vice Chair Avery,
Commissioner Goetzinger, Commissioner Cousineau
and Commissioner Loyd
5. [RES-2025-2205](#) Approval of a Suicide Prevention and Lethal Means Safety Display in the Genesee County Administration Building lobby
- RESULT:** REFERRED
MOVER: James Avery
SECONDER: Martin L. Cousineau

- Aye:** Chairperson Winfrey, Vice Chair Avery,
Commissioner Goetzinger, Commissioner Cousineau
and Commissioner Loyd
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
- RESULT:** REFERRED
MOVER: James Avery
SECONDER: Gary L. Goetzinger
- Aye:** Chairperson Winfrey, Vice Chair Avery,
Commissioner Goetzinger, Commissioner Cousineau
and Commissioner Loyd
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
- RESULT:** REFERRED
MOVER: Gary L. Goetzinger
SECONDER: James Avery
- Aye:** Chairperson Winfrey, Vice Chair Avery,
Commissioner Goetzinger, Commissioner Cousineau
and Commissioner Loyd
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
- RESULT:** REFERRED
MOVER: Delrico J. Loyd
SECONDER: James Avery
- Aye:** Chairperson Winfrey, Vice Chair Avery,
Commissioner Goetzinger, Commissioner Cousineau
and Commissioner Loyd
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
- RESULT:** REFERRED
MOVER: Delrico J. Loyd
SECONDER: James Avery
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Aye: Chairperson Winfrey, Vice Chair Avery,
Commissioner Goetzinger, Commissioner Cousineau
and Commissioner Loyd

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

RESULT: REFERRED

MOVER: Delrico J. Loyd

SECONDER: James Avery

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

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

RESULT: REFERRED

MOVER: Delrico J. Loyd

SECONDER: James Avery

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

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

RESULT: REFERRED

MOVER: Delrico J. Loyd

SECONDER: James Avery

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

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
- RESULT:** REFERRED
MOVER: Delrico J. Loyd
SECONDER: James Avery
- Aye:** Chairperson Winfrey, Vice Chair Avery,
Commissioner Goetzinger, Commissioner Cousineau
and Commissioner Loyd
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
- RESULT:** REFERRED
MOVER: Delrico J. Loyd
SECONDER: James Avery
- Aye:** Chairperson Winfrey, Vice Chair Avery,
Commissioner Goetzinger, Commissioner Cousineau
and Commissioner Loyd
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
- RESULT:** REFERRED
MOVER: Delrico J. Loyd
SECONDER: James Avery
- Aye:** Chairperson Winfrey, Vice Chair Avery,
Commissioner Goetzinger, Commissioner Cousineau
and Commissioner Loyd

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
- RESULT:** REFERRED
MOVER: Delrico J. Loyd
SECONDER: James Avery
- Aye:** Chairperson Winfrey, Vice Chair Avery,
 Commissioner Goetzinger, Commissioner Cousineau
 and Commissioner Loyd
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
- RESULT:** REFERRED
MOVER: Delrico J. Loyd
SECONDER: James Avery
- Aye:** Chairperson Winfrey, Vice Chair Avery,
 Commissioner Goetzinger, Commissioner Cousineau
 and Commissioner Loyd
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
- RESULT:** REFERRED
MOVER: James Avery
SECONDER: Gary L. Goetzinger
- Aye:** Chairperson Winfrey, Vice Chair Avery,
 Commissioner Goetzinger, Commissioner Cousineau
 and Commissioner Loyd
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
- RESULT:** REFERRED
MOVER: James Avery
SECONDER: Gary L. Goetzinger
-

Aye:

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

VIII. OTHER BUSINESS**IX. ADJOURNMENT**

The meeting was adjourned at 7:51 PM.



Genesee County

Staff Report

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

File #: 25-676

Agenda Date: 10/8/2025

Agenda #:

Genesee County Medical Control Authority



Genesee County Medical Control Authority (GCMCA)

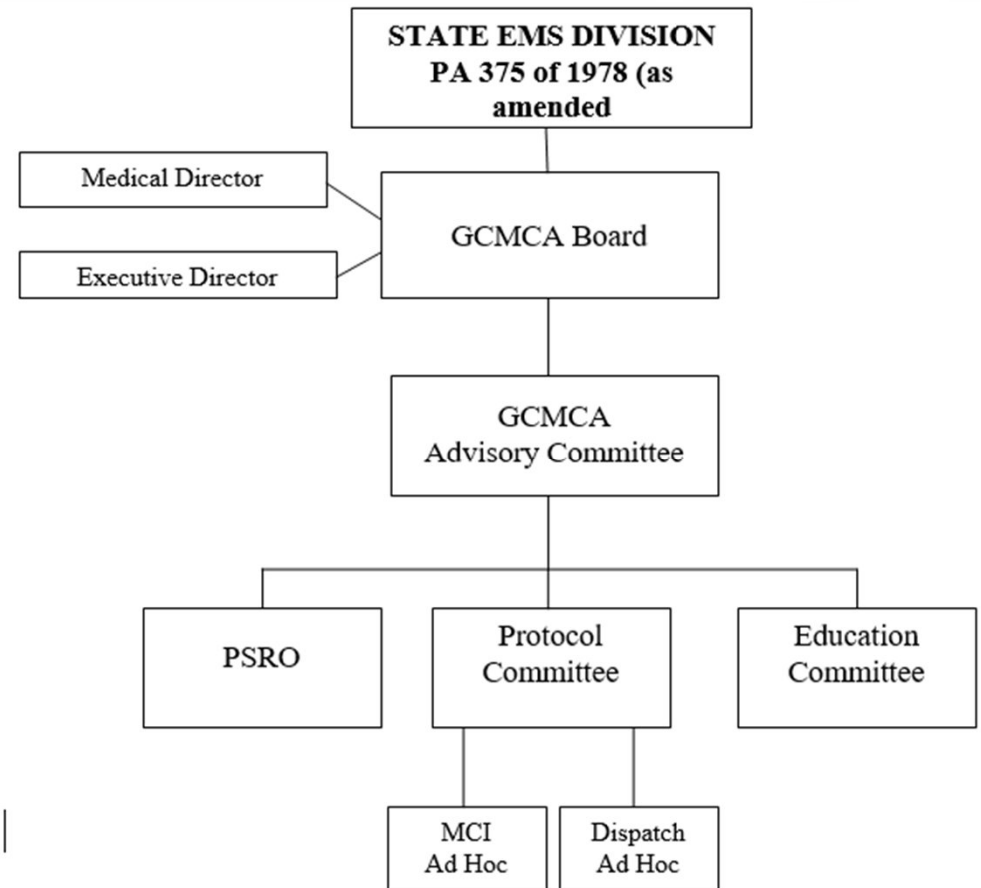
Bruce A. Trevithick
Executive Director

MCA Statutory Foundation & Function

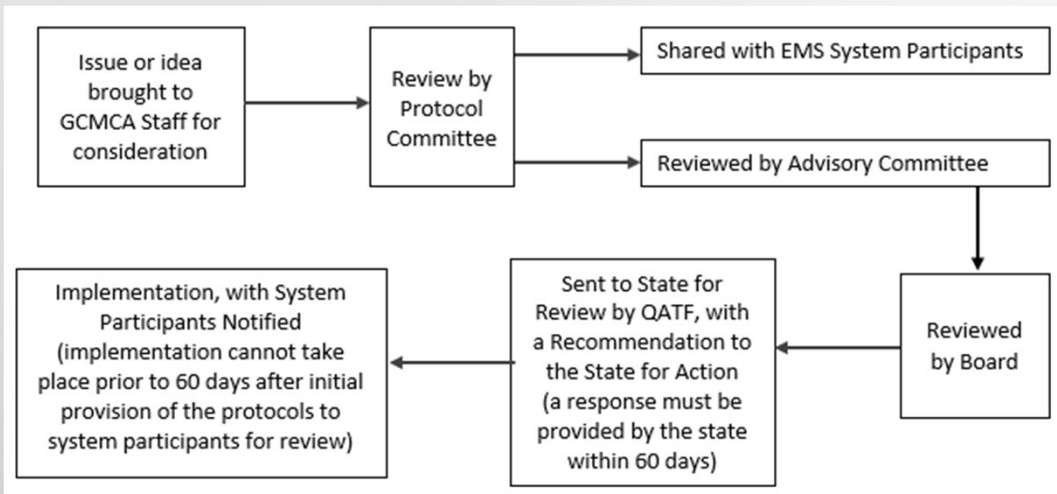
- Medical Control Authorities (MCA) Created under P.A. 368 of 1978 (as amended)
- Complete Oversight Authority for Emergency Medical Services (EMS)
 - Oversees the system; Cannot design or alter structure of system
- Governance Responsibility Given to Hospitals in MCA Area
 - Unfunded Mandate – Hospitals have limited desire to manage pre-hospital system
- Operates under a series of state-approved protocols
 - Currently 197 Treatment & Operational protocols in our county
 - They have the force of law
- Required to have an Emergency Department Physician Medical Director

GCMCA Structure & Function

- Governing Board (must be a majority of the participating hospitals) – Five (5) Members
 - Sheriff is County's Representative
- Advisory Body (must include each type of licensed agency & personnel)
- Quality Improvement (Professional Standards Review Organization)
- Protocol Committee
 - Ad Hoc Committees
- Education Committee



GCMCA Protocols



- 197 total treatment and operational protocols
- All protocols are reviewed every three years
- 79 protocols reviewed in the last year
- Recent activity examples – Rocephin, DSD, Blood Administration, Stroke Identification

Agencies, Personnel, & 911

- 20 licensed EMS Agencies (MFR, BLS, ALS; Transport and Non-Transport)
 - Relicensed annually with review of numerous required elements
 - One of the few MCAs that requires CAAS accreditation
 - Current five (5) transporting agencies (at one time 15)
 - In the last 30 years – 21 New Agencies Opened; 25 Agencies Closed
- Current 860 licensed EMS personnel
 - Credentialed every three years
 - Protocol test; CPR, ACLS, pediatric and trauma certifications; Issued a GCMCA ID badge
 - Annual Core Competency Trainings for MFR personnel (four areas of focus)
- Two (2) PSAPs (911 Centers)
 - State Law requires MCAs have a Dispatch Protocol
 - Separate laws, so MCAs have no authority over 911 policies or operations

Professional Standards Review Organization (PSRO)

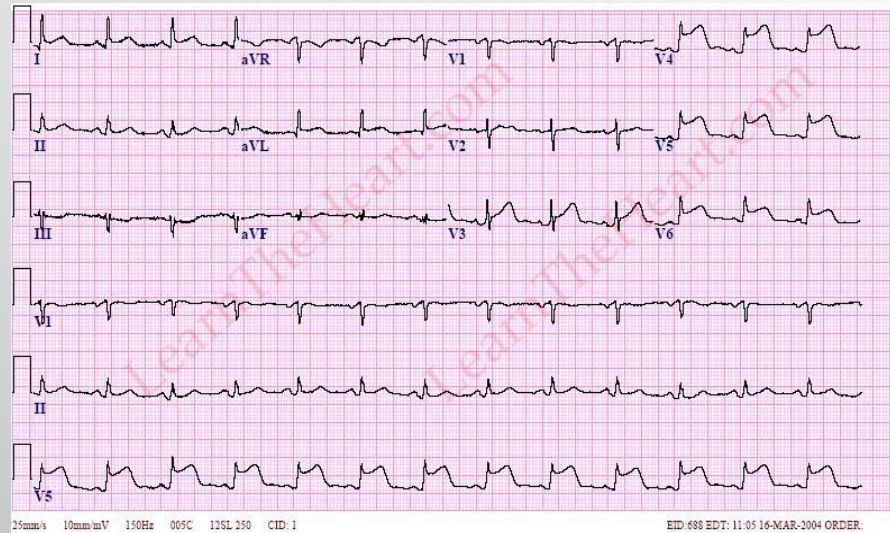
- The quality review entity dealing with incidents, studies, and system improvement issues
- 1,555 incidents reviewed in the last 10 years (45.7% found to be violations)
- Treatment and operational studies using data to evaluate compliance with protocols looking for system improvements and celebrating good work
 - 227 studies and system review issues completed in the last 10 years
- 344 individual provider suspensions in the last 10 years (most for credentialing and education non-compliance)
- One (1) Agency put on probation once and suspended twice in the last 10 years

GCMCA Patient Care Example

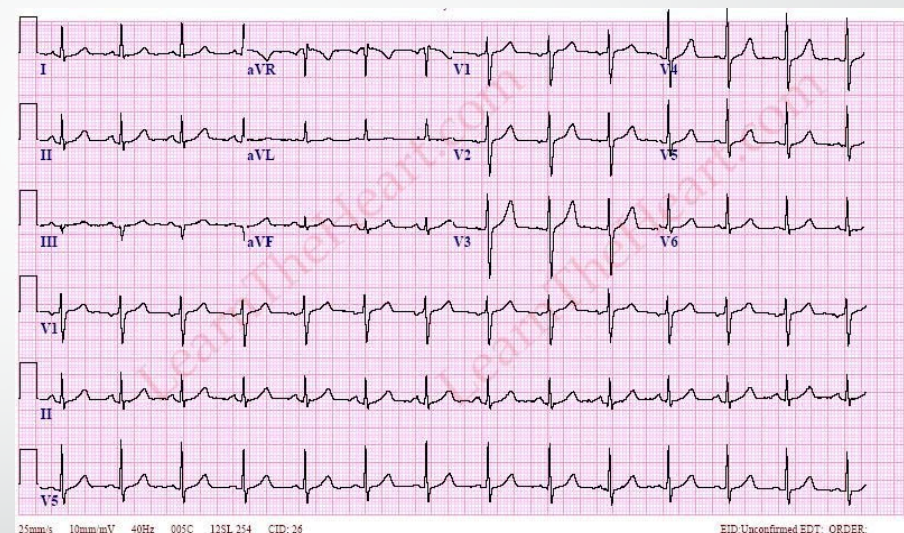
ST Elevation Myocardial Infarctions (STEMIs)

- We instituted a program to activate the hospitals' Cath Labs based upon paramedic review and interpretation of 12-lead EKGs
- Decreases time to definitive care for heart attacks
- Paramedics trained to read 12-leads EKGs – looking for STEMIs (but they are tricky)
- Required to complete annual education/test
- Agencies submit all Cath Lab activations to our office with 12-leads monthly
- GCMCA Medical Director reviews to determine accuracy
- Further review with agency and medic when called incorrectly
- 91.2% accuracy rate in 2025

Sample 12-leads



Anterior STEMI



Normal

GCMCA Patient Care Examples

Missed Strokes

- Review EMS and Hospital stroke linkage data quarterly
- Identified cases where patients were found to have strokes but missed by EMS
 - e.g. – 2024 Q3 – MI – 42.3%, Genesee County – 52.6%
- Most common primary impressions missed – Weakness, Altered Mental Status, Weakness, Falls
- Changed protocols to require stroke assessment on these impressions
- Evaluated assessment compliance data and provided additional education
- Reassess missed percentage in future quarters

GCMCA System Example

Emergency Medical Dispatching (EMD)

- Genesee County 911 operating under APCO EMD
- Advocated for many years to switch to MPDS system (911 now committed to make the change)
- MPDS provides a more granular evaluation of calls for EMS
- Has six (6) different resource and response types (APCO has two)
- There are over 2,000 determinants that require MCA review
 - BLS or ALS resource to be sent; Lights and Sirens or no Lights and Sirens

Other GCMCA Activities

- State Activities
 - EMS Coordination Committee (member) and several subcommittees
- Regional Activities
 - Region 3 Healthcare Coalition (disaster preparedness)
 - Trauma Network
 - Southeast Michigan Regional MCA Committee (medication box)
 - Systems of Care (stroke, STEMI, perinatal)
- Local Activities
 - Genesee County 911 Advisory Committee
 - Local Emergency Planning Committee
 - Child Death Review
 - Genesee County Opioid Fatality Review

Other GCMCA Activities

- MCI Preparation, Training, Response
 - Protocols, Exercising, Hotwash
 - Emergency Operations Center (EOC) Staff – EMS
 - Support Services (CISD)
- Equipment Ownership
 - Ventilators
 - Decontamination
 - Radios
 - Stair Chairs
- Information Dissemination
 - Education Programs
 - Road Closures
- Website Development & Management
- Office Operations
 - Personnel & Agency Interface
 - Accounts Receivable and Payable
 - Filing
 - Cleaning and Trash

GCMCA Staff & Funding

- 1.5 FTE staff – Executive Director and part-time administrative assistant (position currently open)
- Medical Director receiving a stipend with approximately twenty (20) hours of work per month
- 2025-26 fiscal year budget of \$287,000
- Hospitals pay 57% (divided equally between the three) and Genesee County pays 43% (from EMS millage)
- While we do a lot with a little, we have so much more we could and should be doing
 - Education (direct, rather than agency direction)
 - Quality Improvement (average two studies a month for 197 protocols)
 - Research, Innovation (behavioral and mental health service)

Genesee County EMS System

- Unlike most systems in the state and nation (and not in a good way)
 - Let's be clear, it's not the personnel or agencies
 - Historical Free Market approach has led to volatility/variability in service provision and lack of accountability to the community
 - Our organization has spent an extensive amount of time focused on addressing operational issues because of this, rather than medical care provided
 - Recent (last three years) implementation of exclusive EMS contracts in some communities has addressed the volatility and accountability there
 - County is in a transition period with both contracts and free market (only 25% of population in areas with contracts)
 - Contracted areas are getting more consistent and reliable service

Exclusive EMS Service Provision

- 490 Michigan municipalities have an exclusive EMS service provider (contracted private or municipal fire-based) – including 18 counties
- Michigan Public Health Code and Michigan 911 Committee states EMS contracts area legal, as well as multiple legal opinions
- Just like municipalities provide exclusive police and fire services they should do the same with the third leg of the public safety system
- Patients in non-contracted areas are not getting the same response
 - Critical Status in those areas = 1,481 calls held by 911 since June 2024
 - 240 of those calls were Tier 1, the most potentially life-threatening calls
- Zero calls held during that same time period in contracted areas
- So why are we hearing people say they are illegal or bad
 - Lack of understanding of how EMS works (they only know what we have had)
 - The current system benefits them



Thank You!

Questions?



Genesee County

Staff Report

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

File #: RES-2025-1374

Agenda Date: 10/8/2025

Agenda #: 1.

To: Charles Winfrey, Human Services Committee Chairperson

From: Michelle Estell, RS, MSA, Health Officer

RE: Approval of an update to Genesee County's Environmental Health Regulations

BOARD ACTION REQUESTED:

Approval of changes made to the Genesee County Environmental Health Regulations.

BACKGROUND:

Several changes have been made to the Environmental Health Regulations in the form of fee increases, out of date language updates and indications where language needs to be changed for compliance and enforcement.

DISCUSSION:

The Genesee County Environmental Health Regulations have not been updated since 2002. Since then, there have been significant changes in policy, procedure and enforcement that required these updates. **See attached for a list of these changes.** No additional county appropriation is needed.

IMPACT ON HUMAN RESOURCES:

There will be no impact on Human Resources.

IMPACT ON BUDGET:

This increase to fees will increase our 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:

The purpose of the Environmental Health Division is to promote a safe environment for the county and to improve public health outcomes by ensuring all requirements are consistently being followed. We value integrity and transparency to aid in expanding our required role of regulator.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Health Officer to authorize amending and updating the Environmental Health Regulations, said amendments and updates being necessary for the reasons as stated in the memorandum request, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the October 8, 2025 meeting of the Human Services Committee of this Board).

Changes to the Environmental Health Regulations

Section 1.003 - BOARD OF HEALTH (BOH) – This was removed from Section 1. The BOH was referenced throughout these regulations. It has been replaced with ‘Health Officer’, ‘Genesee County Board of Commissioners’ or, ‘Genesee County Environmental Health Board of Review’, based on what was applicable.

Section 1.119 - Schedule of Monetary Civil Penalties –

Two new monetary civil penalties were added:

1. Failure of a Type II Non-Community Water Supply owner to provide water samples, as defined by the MI Administrative Code under Section 5 of the Safe Drinking Water Act, 1976 PA 399, MCL 325.1005 \$500
2. Operating a public swimming pool without prior approval, proper licensure and/or inspection. \$500

Explanation:

The reason for #1 is that, often times, it is difficult to get Type II operators to sample properly which creates an untested, unapproved water source that is not allowable under the Michigan Safe Drinking Water Act. This penalty will greatly increase compliance with sampling requirements.

The reason for #2 is to decrease public pools that are operating illegally. Pool closure orders from the Genesee County Environmental Health Division (GCHD-EH) are often ignored, especially on weekends. This penalty will increase compliance with our orders.

Two existing monetary civil penalties were updated:

1. Construction of a **Private**, Type II or III well, as defined by Act 399, PA 1976, as amended (MCL 325.1001 et seq.) without a permit (homeowner and/or licensed well driller) \$500
2. Failure of a public swimming pool operator to demonstrate acceptable bacteriological water quality **in the form of Monthly operating reports (MORs) and bacteriological samples.** \$500

Added verbiage is highlighted in yellow.

Explanation:

1. Added Private wells as, these are the most commonly drilled wells without a permit.
2. Added the forms in which bacteriological water quality must be demonstrated.

Section 6.30112 CHANGE OF USE – This verbiage was pulled out of **Section 6.3014** as; it has increasingly become an issue with previously issued permits. **The following is as it is now written:** It shall be unlawful to convert or change the intended use of a building premise from which the sewage treatment system was designed without the prior written approval of the Health Officer.

Section 6.3016 SEASONAL RESTRICTIONS (MORATORIUM) –The word **Moratorium** was added to this section as; it is a commonly used word among agencies and installers.

Section 6.3017 – Holding Tanks –Following many requests and inquiries for holding tank scenarios, this added section was deemed necessary. **The new verbiage is as follows:** “Pump-and-Haul” as a means of disposal from holding tanks for new construction shall not be permitted. “Pump-and-Haul” may, at the Health Officer’s discretion, be used to alleviate a hazard from an existing structure on a temporary basis until an acceptable means of sewage disposal is available. Temporary, for the purposes of this section, means a duration not to exceed nine (9) months.

Section 6.306 – MAINTENANCE AND CONDEMNATION OF INSTALLATIONS –This section was updated to include commercial sewage disposal systems. This statement was also added: If the Health Officer has reason to believe that an onsite sewage disposal was improperly installed, the previously approved permit can be revoked.

Section 6.402 – Prohibition – Verbiage was added to disallow the creation or existence of a privy in Genesee County without prior approval from the health officer.

Section 7.20 – LICENSE – The GCHD-EH is now requiring installers to retake the installer exam, every three years, due to construction standard updates. **The following is the added verbiage:** Installers shall be required to successfully pass the installer exam every three years to stay current with changes in the Genesee County Sewage Disposal Construction Standards.

Section 7.201 - LICENSE EXCEPTION –Homeowners are allowed to install their own onsite sewage disposal systems, provided they follow the regulations. Therefore, the GCHD-EH is requiring homeowners to take the installer exam, free of charge, to equip them with a basic knowledge of installation. **The following is the added verbiage:** Property owners installing or repairing their own on-site sewage disposal system shall be required to successfully pass the installer exam before proceeding with the project.

Chapter IX Body Art –Incorporating this regulation, adopted April, 2001, into the EH regulations. No changes were made to the Body Art regulations.

Other Changes: There were changes made to grammar, spelling, punctuation and spacing, as needed, throughout the document.

Genesee County Environmental Health Regulations

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Additions, Replacements, and Changes

Additions:

Section 1.0041	General (December 1, 1998, Resolution #98-494)
Section 6.3012.1	Building Permit (May 25, 1999, Resolution #99-206)
October, 2023	Section 1.003 - BOARD OF HEALTH Schedule of Monetary Civil Penalties Section 6.3011 CHANGE OF USE Section 6.3016 SEASONAL RESTRICTIONS (MORATORIUM) Section 6.3017 – Holding Tanks Section 6.402 – Prohibition Section 7.20 – LICENSE Section 7.201 - LICENSE EXCEPTION
June, 2024	Chapter IX Body Art –Incorporating this regulation, adopted April, 2001, into the EH regulations.

Replacements:

Section 1.014 Person (December 11, 1998, Resolution #98-494)
Chapter IV – Water Well, Construction, Abandonment and Groundwater Protection Regulation (December 1, 1998, Resolution #980494)
Chapter VII – Sewage Disposal System Contractors Licensing Regulation (May 25, 1999, Resolution #99-206)

Changes:

August, 2002: These changes are editorial in nature, correcting grammar, spelling and completing the process by which timeframes are specified in terms of either business or calendar days. (August 27, 2002, Resolution #02-329)

CHAPTER I - GENERAL PROVISIONS OF THE REGULATIONS

The Board of Commissioners of Genesee County, Michigan, by virtue of the power vested in this body under authority of Section 2441 (1) of the Michigan Public Health Code, Act 368, P.A. 1978, as amended (MCL 333.1101 et seq.), hereby adopts Environmental Health Regulations.

SECTION 1.00 - DEFINITIONS APPLICABLE TO ENTIRE REGULATIONS

Section 1.001 APPROVED OR ACCEPTABLE - Means suitable for the proposed use in accordance with the intent and purpose of these Regulations as determined by the Health Officer, based on examination and evaluation, and/or on evidence of compliance with an applicable standard, specification or criterion developed by a recognized agency.

Section 1.002 BOARD OF COMMISSIONERS - Means the Board of Commissioners of Genesee County, Michigan.

Section 1.003 CODE - Means the Public Health Code of Michigan, Act 368, P.A. 1978, as amended (MCL 333.1101 et seq.).

Section 1.004 GENERAL - When not inconsistent with the context, words used in the present tense include the future, words in singular number include the plural number, and words in the plural number include the singular number. The word "shall" is always mandatory, and not merely directory. Words and terms not defined herein shall be interpreted in the manner of their common usage.

Section 1.005 HABITABLE BUILDING OR DWELLING - Means any permanent or temporary building structure, or part thereof where persons reside, live, sleep, cook, are employed or congregate or any combination thereof.

Section 1.006 HEALTH DEPARTMENT - Means the Genesee County Health Department, Flint, Michigan 48502.

Section 1.007 HEALTH OFFICER - Means the Acting or Administrative Health Officer of the Genesee County Health Department or authorized representative.

Section 1.008 IMMINENT DANGER OR HEALTH HAZARD - Means a condition, or practice exists which could reasonably be expected to cause death, disease, or serious physical harm immediately or before the imminence of the danger can be eliminated through enforcement procedures otherwise provided.

Section 1.009 INSPECTION - Means an evaluation of a surveillance, enforcement, or investigative nature incidental to the conduct of environmental or public health matters.

Section 1.010 MUNICIPALITY - Means any city, village or township within Genesee County (State of Michigan).

Section 1.011 NOTICE OF VIOLATION - Means an order issued by the Health Officer stating a violation and ordering correction of a condition or conditions in violation of these Regulations.

Section 1.012 NUISANCE - Means a public nuisance as known as common law or in equity jurisprudence and shall include public, private and mixed nuisances; conditions existing that injure, endanger, or are detrimental to human life, safety and health of the public; buildings, structures, or premises not sufficiently ventilated, sewerred, drained, cleaned, or lighted, in reference to their intended or actual use; and whatever renders the air or human food or drink or water supply unwholesome.

Section 1.013 OWNER - Means the titleholder of record, or the person occupying or in possession of any property or premises.

Section 1.014 PERSON - "Person" means an individual, partnership, co-partnership, company, firm, cooperative, public or private association or corporation, political subdivision, unit or agency of a local, state, or federal government, trust, estate, or any other legal entity, or their legal representative, agent, or assigns.

Section 1.015 PREMISES - Means a tract or parcel of land on which a habitable building may be located, including the building.

Section 1.016 REGULATION/REGULATIONS – In the singular – means a Chapter of the Genesee County Environmental Health Regulations. In the plural – means collectively the Genesee County Environmental Health Regulations.

Section 1.10 - AUTHORITY AND ADMINISTRATION

Section 1.101 AUTHORITY - The Board of Commissioners of Genesee County, Michigan, is authorized by Section 2441 (1) of the Code to adopt these Regulations. The Regulations govern sewage disposal contractors, private and commercial sewage disposal systems, safety (rescue) and communications equipment at public bathing beaches, the conduct of appeals of actions taken under authority of these Regulations, the conduct of appeals of food service establishment licensure actions, Type III water wells, and the control of nuisances with regard to refuse disposal and sanitation of habitable buildings. The Regulations further reference minimum standards and procedures, and provide for variances, penalties and the establishment of fees for various services and functions performed.

Section 1.102 INTENT AND CONSTRUCTION - The provisions of these Regulations are hereby adopted for the express purpose of protecting public health and safety and the quality of the natural environment, and to prevent the occurrence of public nuisances and shall be liberally construed to achieve these objectives.

Section 1.103 REPEAL - The following rules and regulations are repealed:

1. Genesee County Sewage Disposal System Contractor Licensing Regulations adopted October 9, 1966.
2. Genesee County Sewage Disposal Regulations adopted July 8, 1969.
3. Genesee County Environmental Improvement Regulations adopted October 9, 1973.
4. Construction Standards for Sewage Disposal Systems in Genesee County dated May 21, 1982.
5. Any other local rule or regulations in conflict with these Regulations.

Section 1.104 ADMINISTRATION AND JURISDICTION - The Health Officer is hereby authorized to apply, administer and enforce the provisions of these Regulations. The Health Officer is hereby empowered to act to abate nuisances or potential health hazards resulting from violations of the Regulations. Nothing stated in the Regulations shall be construed to limit the power of the Health Officer to order the immediate and complete abatement of, or correction by whatever means possible, a public nuisance to the public health. The Health Department shall have jurisdiction throughout Genesee County, including all cities, villages and townships for the administration and enforcement of these regulations, including all amendments hereafter adopted, unless otherwise specifically stated. Nothing in these Regulations shall be construed to restrict or abrogate the authority of any municipality in Genesee County to adopt more restrictive regulations or ordinances. Consistent with its powers and duties under Sections 2433 and 2435 of the Code, the Health Department may, under authority recognized and granted by the Michigan Department of Public Health pursuant to Section 2235 of the Code, enter into agreement or contract with a municipality or other entity for the provisions of health services in all or any part of its jurisdiction.

Section 1.105 ENFORCEMENT - All premises affected by this Regulation shall be subject to unannounced ("no notice") inspection by the Health Officer, who may collect such samples for laboratory examination, or seize such property and perform such other tests as deemed necessary for the enforcement of these Regulations.

Section 1.106 RIGHT OF ENTRY AND INSPECTION - No person shall refuse to permit the Health Officer to inspect any premises at reasonable times. It shall be unlawful for any person to molest, intimidate or resist the Health Officer in the discharge of official duties. The Health Officer, after giving proper identification, may inspect any matter, thing, premise, place, person, record, vehicle, incident, or event as provided for by Section 2446 of the Code. The Health Officer may apply for an inspection or investigation warrant pursuant to Section 2242 of the code to assure compliance with provisions herein enacted or other laws which must be enforced. The Health Officer may request the assistance of the Genesee County Sheriff's Department, or other police agency or peace officer when necessary to execute official duties in a manner prescribed by law.

Section 1.107 INTERFERENCE WITH NOTICES - No person shall remove, mutilate, alter, or conceal any notice or placard posted by the Health Officer except by permission of the Health Officer.

Section 1.108 FEES - Fees may be fixed and required under separate schedule duly adopted and revised periodically by the Genesee County Board of Commissioners for services and functions performed by authority of Section 2444 of the Code. All fees shall be collected by the Health Department and shall be receipted for and deposited with the Genesee County Treasurer and credited to the Health Department. Fees shall be paid in full prior to the performance of such service or function by the Health Department. Fees shall be non-refundable unless requests for refunds are received prior to performance by the Health Department.

Section 1.109 PENALTY FOR VIOLATION - A person who violated a provision of these Regulations is guilty of a misdemeanor, as provided in Section 2441(2) of the Code. In the case of continuing violations, each day's violation shall constitute a separate offense.

Section 1.110 AMENDMENTS - The Health Officer may recommend to the Board of Commissioners from time to time, amendments to the Regulations in the same manner as they were originally adopted and approved.

Section 1.111 APPEALS - Appeals of actions taken under authority of these Regulations are governed by Chapter II of the Regulations. Appeals of food service establishment license actions are governed by Chapter III of the Regulations.

Section 1.112 OTHER LAWS AND REGULATIONS - These Regulations are intended to be consistent with applicable federal and state law and shall be construed, when necessary, to achieve that consistency, as provided in Section 1115 of the Code.

Section 1.113 POWER TO ESTABLISH POLICY AND GUIDELINES - The Health Officer is hereby granted the authority to establish policies and guidelines, not in conflict with the intent of the Regulations, for the purpose of carrying out the responsibilities herein delegated to the Health Officer by law. These policies and guidelines are subject to review by the Genesee County Board of Commissioners.

Section 1.114 NOTICE OF VIOLATION - Whenever the Health Officer determines that there exists a violation of any provision of these Regulations, a notice of such violation shall be given to the person or persons responsible which shall order compliance with the Regulations. Such notice and order shall:

1. Be in writing
2. Specify the violation by referring to the sections of the Regulations violated;
3. Outline remedial action to effect compliance with the provisions of these Regulations;
4. Set a reasonable time, not to exceed ninety (90) calendar days, for compliance;
5. Be personally served upon the responsible party or sent by certified mail to the last known address, or if the person to be served is unknown, by posting said notice in some conspicuous place on the premises;
6. Advise that failure to correct or abate the violation in the prescribed manner may result in the issuance of a misdemeanor appearance ticket or civil citation.

Section 1.115 ORDER OF IMMEDIATE DISCONTINUANCE - The Health Officer may require immediate discontinuance of any operation or construction in instances where continuation would create a health hazard, conditions do not comply with the requirements of the Health Department, there is direct violation of these Regulations, or where construction has proceeded unlawfully and without a valid permit. Noncompliance with such order shall be a violation of the Regulations.

Section 1.116 MISDEMEANOR APPEARANCE TICKETS - Under authority of Section 2463 of the Code, designated employees may be specifically authorized, subject to approval by the Genesee County Sheriff, to issue and serve misdemeanor appearance tickets with respect to violations of the rules, regulations and by-laws adopted by the Genesee County Board of commissioners and the statutes of the State of Michigan concerning health matters which are in the jurisdiction of the Health Department.

No misdemeanor appearance tickets shall be issued for a violation of the Regulations without first having served the person in violation of the Regulations with a written NOTICE OF VIOLATION (as provided in Section 1.114 above).

Section 1.117 INJUNCTIVE PROCEEDINGS - Notwithstanding the existence and pursuit of any other remedy, the Health Officer, without posting bond, may maintain an action in a court of competent jurisdiction for an injunction or other process against any person to restrain or prevent violations of the Regulations or to correct a violation or activity or condition which is believed to adversely affect the public health pursuant to Section 2465 (1) of the Code.

Section 1.118 CIVIL CITATIONS - Pursuant to Section 2461 and 2462 of the Code, the employees designated in Section 1.116 are hereby authorized to issue civil citations to be assessed for a specific violation of the Regulations at that time or not later than 90 days after discovery of the alleged violation. The citation shall be written and shall state specifically the nature of the violation, including reference to the section, rule, order or regulation alleged to have been violated, the civil penalty established for the violation, if any, and the right to appeal the citation. The citation shall be delivered or sent by certified mail to the alleged violator.

Section 1.1181 APPEAL OF THE CIVIL CITATION - Not later than twenty (20) calendar days after receipt of a civil citation, an alleged violator may petition the Health Department for an administrative hearing which shall be held within thirty (30) calendar days after the receipt of the petition. After the administrative hearing, the Health Officer may affirm, dismiss or modify the citation. The decision of the Health Officer shall be final unless within sixty (60) calendar days of the decision, the Human Services/Finance Committee of the Genesee County Board of Commissioners grants review of the citation. After the review, the Human Services/Finance Committee may affirm, dismiss or modify the citation. A person aggrieved by a decision of the Human Services/Finance Committee may petition the circuit court of Genesee County for review. The petition for court review shall be filed not later than sixty (60) calendar days following receipt of the final decision concerning the civil citation.

Section 1.119 MONETARY CIVIL PENALTIES - By authority of Section 2461 of the Code, the following schedule of monetary civil penalties is hereby adopted.

Schedule of Monetary Civil Penalties

This schedule sets forth monetary penalties for certain specific violations of the Regulations and other laws which the Health Department must enforce. One or more monetary penalties may be assessed concurrently. Each calendar day the violation continues shall be considered a separate offense.

• Installation of an on-site sewage disposal system without a permit (homeowner and/or licensed installer)	\$500
• Construction of an on-site sewage disposal system without a license	\$500
• Operation of a food service establishment or a temporary food service establishment without a license	\$500
• Construction of a food service establishment without approved plans	\$500
• Construction of a Private, Type II or III well, as defined by Act 399, PA 1976, as amended (MCL 325.1001 <u>et seq.</u>) without permit (homeowner and/or licensed well driller)	\$500
• Failure of a Type II Non-Community Water Supply owner to provide water samples, as defined by the MI Administrative Code under Section 5 of the Safe Drinking Water Act, 1976 PA 399, MCL 325.1005	\$500
• Failure of a public swimming pool operator to demonstrate acceptable bacteriological water quality in the form of Monthly operating reports (MORs) and bacteriological samples.	\$500
• Operating a public swimming pool without prior approval, proper licensure and/or inspection.	\$500
• Failure to comply with an order of immediate discontinuance (contractor, owner, and/or other responsible party)	\$500
• Creation of a condition of imminent danger or health hazard or nuisance as defined in the Regulations	\$1,000
• Allowing sewage to accumulate on the surface of the ground or to flow into a body of water	\$1,000

The amount of monetary penalty shall be doubled for a second citation for the same violation. Thereafter, each citation shall be a maximum of \$1,000 for each violation. When a violation of this Regulation or another law, regulation or rule which the Health Officer has the duty to enforce exists, and for which no specific monetary penalty has been published, the monetary penalty shall be \$500 for the first citation, \$1,000 for a second citation, and \$1,000 for any succeeding violation. A civil penalty imposed under this part is payable to Genesee County and shall be deposited with the Genesee County Treasurer and credited to the Health Department.

A civil penalty shall become final if a petition for an administrative hearing or review is not received within twenty (20) calendar days of its issuance. A civil penalty may be recovered in a civil action brought in the county in which the violation occurred or the defendant resides.

Section 1.120 VALIDITY AND SEVERABILITY OF SECTIONS - If any section, subsection, clause or phrase of the Regulations is for any reason adjudged unconstitutional or invalid, it is hereby provided that the validity of remaining provisions of the Regulations shall not be affected thereby. The Regulations shall not impair or affect any act done, offense committed, or right accruing, accrued or acquired, or liability, penalty, forfeiture or punishment incurred under previous County Regulation, to the time the Regulations take effect, but the same may be enjoyed, asserted, enforced, prosecuted or inflicted, as fully and as to the same extent as if the Regulations had not been passed.

Section 1.121 VARIANCES - The Health Officer shall be empowered to issue variances to specific provisions of the Regulations, provided all the following conditions exist:

1. That no substantial health hazard or nuisance is likely to occur therefrom;
2. That strict compliance with a requirement of the Regulations would result in unnecessary or unreasonable hardship to an appellant;
3. That no state or local statute or other applicable laws would be violated by such variance; and
4. That any such variance would provide essentially equivalent protection in the interest of the citizens of Genesee County.

Section 1.20 - INTERPRETATION

Section 1.201 INTERCHANGEABILITY - When not inconsistent with the context, words used in the masculine form include the feminine, or the reverse. Words used in the present tense include the future, words in singular number include the plural number, and words in the plural number include the singular.

Section 1.202 OTHER WORDS OR TERMS - The word “shall” is always mandatory and “may” is merely permissive. Words or terms not defined herein shall be interpreted in the manner of their common meaning.

CHAPTER II - ENVIRONMENTAL HEALTH BOARD OF REVIEW REGULATION

SECTION 2.00 - APPLICABILITY

The procedures which follow apply to persons who seek administrative review of a decision by the Health Department to deny, limit, suspend or revoke a license or permit other than a food service establishment license.

The hearing panel may, at its discretion, review requests for appeals of actions other than license or permit decisions taken by the Health Department.

Section 2.10 – HEARING PANEL –

The Health Officer and the Chair and Vice-Chair of the Human Services Committee of the Genesee County Board of Commissioners shall comprise the Genesee County Environmental Health Board of Review (sometimes hereinafter referred to as the “hearing panel”).

Section 2.101 COMPENSATION - The compensation of each member of the hearing panel shall be that sum established for regular Committee meetings by the Board of Commissioners within the limitations of Section 2444 of the Code, the cost of which may be charged back to the appellant or a reasonable appeal fee set for this purpose under Section 1.108 of the Regulations.

Section 2.102 DECISION VOTE – A decision of the hearing panel requires an affirmative vote of, at least, a majority of a quorum.

SECTION 2.20 - PROCEDURES

Section 2.201 NOTICE OF DECISION - Except as otherwise herein provided, notice of a decision to deny, limit, suspend or revoke a license or permit must be personally served on, or sent by first class mail to the last known address of, the licensee, permit holder, or applicant for a license or permit.

Section 2.2011 STATEMENT OF REASONS FOR DECISION - The notice must state the reasons for the decision to deny, limit, suspend or revoke a license or permit. The statement of reasons shall include a citation to a specific statute or rule violated or not complied with.

Section 2.2012 RIGHT TO SEEK REVIEW - The notice must also advise the licensee, permit holder, or applicant for license or permit of the right to seek review of the decision by the Genesee County Environmental Health Board of Review and of the procedures for obtaining such review.

Section 2.202 PETITION FOR REVIEW - Following service of the notice as provided in Section 2.201 above and, except as otherwise herein provided, an aggrieved licensee, permit holder or applicant for license or permit shall have thirty (30) calendar days in which to file a Petition for Review of the Decision. A filing fee will be required to accompany the petition in accordance with Sections 1.108 and 2.102 of the Regulations.

Section 2.2021 WEEKEND OR LEGAL HOLIDAY - If the last day on which the petition may be filed is a weekend or legal holiday, the licensee, permit holder or applicant for license or permit shall have until 5:00 p.m. of the next regular business day following such weekend or legal holiday in which to file petition for review.

Section 2.2022 FAILURE TO FILE - Failure by the licensee, permit holder or applicant for license or permit to timely file a petition for review shall cause the decision to become a Final Order of Immediate Effect.

In the event the order takes immediate effect, the Health Officer shall verify the status of the subject matter of the license or permit within the next business day. If the licensee, permit holder, or applicant is not in compliance with the Final Order, the Health Officer, may pursue other remedies as provided by law to secure immediate compliance, including but not limited to injunctive relief.

Section 2.203 SCHEDULING OF HEARING - Except as otherwise herein provided, hearings shall be held not more than twenty (20) business days following the day on which a petition for review is filed. Notice of the date, time, and place of the hearing shall be personally served on the licensee, permit holder or applicant for license or permit.

Section 2.204 PRE-HEARING CONDUCT - An aggrieved licensee, permit holder or applicant for license or permit shall not discuss details of the case with any member of the hearing panel before the hearing or shall not attempt to influence panel members in any way preparatory to release of a Final Order. If an aggrieved licensee, permit holder or applicant for license or permit believes they are in compliance prior to the hearing date, they may contact the Director of Environmental Health who will schedule a verification re-evaluation upon request, providing contact is made no later than 10:00 a.m. of the day before the hearing date. If the aggrieved party is found to be in full compliance, the hearing may be cancelled; if not, the hearing will be held as scheduled.

SECTION 2.30 - CONDUCT OF HEARING

Section 2.301 CONDUCT - The conduct of hearing before the Genesee County Environmental Health Board of Review shall conform as nearly as practicable to the Procedures in Contested Cases, Chapter 4, of the "Administrative

Procedures Act,” being Act 306, P.A. 1969, as amended [(MCLA 24.271 et seq.); (MSA 3.560 (171) et seq.)].

Section 2.302 PRESIDING OFFICER - The Health Officer shall be the presiding officer of hearings before the Genesee County Environmental Health Board of Review.

Section 2.3021 - The presiding officer shall perform the typical duties of a presiding officer in a contested case including, but not limited to, administering oaths and affirmations and ruling on objections, motions and the admissibility of evidence, with the assistance of legal counsel.

Section 2.303 RIGHTS - The parties (i.e., the health department and the aggrieved applicant or licensee to a contested case before the Genesee County Environmental Health Board of Review shall, among other things, have the right to direct and cross-examine witnesses, submit documentary evidence, redirect or recross examine witnesses and submit rebuttal evidence.

Section 2.304 TECHNICAL ASSISTANCE - The Genesee County Environmental Board of Review may request the technical assistance of governmental agencies and/or other experts in the appeals hearing.

Section 2.305 FINAL ORDER - A Final Order issued following a hearing shall be supported by and made in accordance with competent, material and substantial evidence in accordance with Act 306, P.A. 1969, as amended [(MCLA 24.285 et seq.); (MSA3.560(185) et seq.)]. The order may take the form of a decision to affirm, modify, or rescind the original decision. The Final Order may be issued before the panel adjourns or within fifteen (15) business days following the hearing.

If the disposition of a Final Order is to uphold a license or permit denial, suspension or revocation without extenuating circumstance, the Health Officer shall verify the status of the subject matter of the license or permit on the next working day and periodically thereafter. Upon discovery of a failure to comply with the Final Order, the Health Officer may seek appropriate remedy through the courts as may be determined with legal counsel.

CHAPTER III - FOOD LICENSING BOARD OF REVIEW REGULATION

Section 3.00 - APPLICABILITY

Pursuant to the MICHIGAN FOOD LAW OF 2000, ACT 92, AS AMENDED, The procedures which follow, apply to persons who seek administrative review of a decision by the health department to deny, limit, suspend or revoke a fixed or mobile food service establishment, temporary food service establishment, special transitory food unit, or vending machine location license.

Section 3.10 - HEARING PANEL

The Health Officer and the Chair and Vice-Chair of the Human Services Committee of the Genesee County Board of Commissioners shall comprise the Genesee County Environmental Health Board of Review (sometimes hereinafter referred to as the “hearing panel”).

Section 3.101 COMPENSATION - The compensation of each member of the hearing panel shall be that sum established for regular Committee meetings by the Board of Commissioners within the limitations of Code, the cost of which may be charged back to the appellant or a reasonable appeal fee set for this purpose under Section 1.108 of the Regulations.

Section 3.102 DECISION VOTE - A decision of the hearing panel requires an affirmative vote of, at least, a majority of a quorum.

Section 3.20 - PROCEDURES

Section 3.201 NOTICE OF DECISION - Except as otherwise herein provided, notice of a decision to deny, limit, suspend or revoke a fixed or mobile food service establishment, transitory food unit, or vending machine location license must be personally served on, or sent by first class mail to the last known address of, the licensee or application for a license.

Notice of a decision to deny a temporary food service establishment license must be personally served on, or sent by first class mail to the last known address of, the licensee or application for a license. A notice of a decision to limit, suspend or revoke a temporary food service establishment license must be personally served on the licensee or applicant for license or on an appropriate representative of the licensee or applicant for license.

Section 3.2011 STATEMENT OF REASONS FOR DECISION - The notice must state the reasons for the decision to deny, limit, suspend or revoke a license of

the licensee or applicant. The statement of reasons shall include a citation to a specific statute violated or not complied with.

Section 3.2012 RIGHT TO SEEK REVIEW - The notice must also advise the licensee or applicant for license of the right to seek review of the decision by the Genesee County Food Licensing Board of Review and of the procedures for obtaining such review.

Section 3.202 PETITION FOR REVIEW - Following service of the notice as provided in Section 3.201 above and, except as otherwise herein provided, an aggrieved licensee or applicant for license shall have thirty (30) calendar days in which to file a Petition for Review of the Decision. A filing fee shall be required to accompany the petition in accordance with Sections 1.108 and 3.102 of the Regulations.

Section 3.2021 WEEKEND OR LEGAL HOLIDAY - If the last day on which the petition may be filed is a weekend or legal holiday, the licensee or applicant for license shall have until 5:00 p.m. of the next regular business day following such weekend or legal holiday in which to file petition for review.

Section 3.2022 FAILURE TO FILE - Failure by the licensee or applicant for license to timely file a petition for review shall cause the decision to become a Final Order of Immediate Effect.

In the event the order takes immediate effect, the Health Officer shall verify operational status of the establishment within the next business day. If the establishment is not in compliance with the order, the Health Officer may pursue other remedies, as provided by law to secure immediate compliance, including but not limited to injunctive relief.

Section 3.203 ORDER OF IMMEDIATE CESSATION OF OPERATION - The Health Officer may require immediate cessation of the operation of a fixed or mobile food service establishment, temporary food service establishment, transitory food unit, vending machine or vending machine location upon a determination that continued operation would create an imminent or substantial hazard to the public health under authority of MCL 289.2113.

Section 3.2031 EFFECT OF ORDER - An order of immediate cessation is effective upon service of the notice.

Section 3.2032 PETITION FOR REVIEW - A fixed or mobile food service establishment, temporary food service establishment, transitory food unit, or vending machine location licensee, aggrieved by a decision to require immediate cessation shall, within thirty (30) calendar days of service of the notice, file a petition for review in accordance with the procedures provided in this section.

Section 3.204 SCHEDULING OF HEARING - A hearing to review a decision to deny a food service establishment license shall be held not more than twenty (20) business days following the day on which a petition for review is filed. A hearing to review a decision to limit a food service establishment license shall be held not more than twenty (20) business days following the day on which a petition for review is filed. A hearing to review a decision to suspend a food service establishment license shall be held not more than ten (10) business days following the day on which a petition for review is filed. A hearing to review a decision to revoke a food service establishment license shall be held not more than ten (10) business days following the day on which a petition for review is filed. A hearing to review an order of immediate cessation of operation of a food service establishment shall be held not more than ten (10) business days following the day on which a petition for review is filed. Notice of the date, time, and place of the hearing shall be personally served on, or sent by first class mail to the last known address of, the licensee or applicant for license.

Section 3.205 PRE-HEARING CONDUCT - An aggrieved licensee or applicant for license shall not discuss details of the case with any member of the hearing panel before the hearing or shall not attempt to influence panel members in any way preparatory to release of a Final Order. If an aggrieved licensee or applicant for license believes he or she is in compliance prior to the hearing date, he or she may contact the Director of Environmental Health who will schedule a verification re-inspection upon request, providing contact is made no later than 10:00 a.m. of the day before to the hearing date. If the aggrieved party is found to be in full compliance, the restriction may be lifted by the Director of Environmental Health and the administrative hearing may be cancelled.

An aggrieved licensee or applicant for license may submit a written statement to the Director of Environmental Health for consideration by the hearing panel. Said statement shall be restricted to two pages in length and shall be submitted not later than 5 (five) business days before the scheduled hearing.

SECTION 3.30 - CONDUCT OF HEARING

Section 3.301 CONDUCT - The conduct of hearing before the Genesee County Food Licensing Board of Review shall conform as nearly as practicable to the Procedures in Contested Cases, Chapter 4, of the "Administrative Procedures Act," being Act 306, P.A. 1969, as amended [(MCLA 24.271 et seq.); (MSA 3.560 (171) et seq.)]

Section 3.302 PRESIDING OFFICER - The Health Officer shall be the presiding officer of hearings before the Genesee County Food Licensing Board of Review.

Section 3.3021 - The presiding officer shall perform the typical duties of a presiding officer in a contested case including, but not limited to, administering

oaths and affirmations and ruling on objections, motions and the admissibility of evidence with the assistance of legal counsel.

Section 3.303 RIGHTS - The parties (i.e., the health department and the aggrieved applicant or licensee) to a contested case before the Genesee County Food Licensing Board of Review shall, among other things, have the right to direct and cross-examine witnesses, submit documentary evidence, redirect or recross examine witnesses and submit rebuttal evidence.

Section 3.304 TECHNICAL ASSISTANCE - The Genesee County Food Licensing Board of Review may request the technical assistance of governmental agencies and/or other experts in the appeals hearing.

Section 3.305 FINAL ORDER - A Final Order issued following a hearing shall be supported by and made in accordance with competent, material and substantial evidence in accordance with Act 306, P.A. 1969, as amended [(MCLA 24.285 et seq.); (MSA 3.560 (185) et seq.)]. The order may take the form of a decision to affirm, modify, or rescind the original decision. The Final Order may be issued before the panel adjourns or within fifteen (15) calendar days following the hearing.

If the disposition of a Final Order is to uphold a license denial, suspension or revocation without extenuating circumstance, the Health Officer shall verify operational status of the establishment on the next business day and periodically thereafter. Upon discovery of a failure to comply with the Final Order, the Health Officer may seek appropriate remedy through the courts as may be determined with the assistance and advice of legal counsel.

CHAPTER IV - WATER WELL CONSTRUCTION, ABANDONMENT AND GROUNDWATER PROTECTION REGULATION

Section 4.00 PREAMBLE - It is hereby recognized that supply of safe potable water is fundamental to individual, public, and community health; that water supply facilities installed and operated in a proper manner are necessary for safeguarding public health; that water supplies furnishing water for human consumption need to be isolated and protected from sewage or other sources of pollution; that proper construction and abandonment of wells is an integral part of groundwater protection and that contamination of water resources and supplies, or the creation of conditions menacing the public health, should be prevented. This regulation governing water supplies is hereby adopted pursuant to Sections 2435 and 2441 of Michigan's Public Health Code, Act 368 of the Public Acts of 1978, as amended, being Sections 333.2435 and 333.2441 of the Michigan Compiled Laws.

Section 4.01 SCOPE - This regulation shall apply to all premises in Genesee County, Michigan. This regulation shall not apply to Type I public water supplies,

as defined by Michigan's Safe Drinking Water Act, Act 399 of the Public Acts of 1976, as amended, being sections 325.1001 through 325.1023 of the Michigan Compiled Laws, and Administrative Rules promulgated pursuant to that Act.

Section 4.02 DEFINITIONS

Section 4.03 SAFE AND ADEQUATE WATER SUPPLY - Means a water supply which is constructed and located in such a manner as to provide water which will not endanger the health of the user and which provides sufficient water yield and pressure to operate all connected plumbing fixtures.

Section 4.04 - WATER SUPPLY - Means a system of pipes and structures through which water is obtained, including but not limited to, the source of the water such as wells, surface water intakes, or hauled water storage tanks; and pumping and treatment equipment, storage tanks, pipes and appurtenances, or a combination thereof, used or intended to furnish water for domestic or commercial use.

Section 4.05 - WELL - Means an opening in the surface of the earth for the purpose of obtaining ground water, monitoring the quality or quantity of ground water, obtaining geologic information on aquifers, recharging aquifers, purging aquifers, utilizing the geothermal properties of earth formations, or removing ground water for any purpose. Wells as defined in this section include, but are not limited to:

1. A water supply well used to obtain water for drinking or domestic purposes.
2. An irrigation well used to provide water for plants, livestock, or other agricultural processes.
3. A test well used to obtain information on ground water quantity, quality, or aquifer characteristics, for the purpose of designing or operating a water supply well.
4. A recharge well used to discharge water into an aquifer.
5. A dewatering well used to lower the ground water level temporarily at a construction site.
6. A heat exchange well used for the purpose of utilizing the geothermal properties of earth formations for heating or air conditioning.
7. An industrial well used to supply water for industrial processes, fire protection, or similar non-potable uses.

8. A fresh water well at an oil or gas well drilling site, when the fresh water well is to be retained after completion of the oil or gas drilling operation.

Section 4.06 - POWERS AND DUTIES OF THE HEALTH OFFICER

Section 4.061 – REGULATE - The Health Officer shall have the authority to regulate the design, installation, operation, maintenance, abandonment, and plugging of all water supplies under the jurisdiction of the Genesee County Health Department.

Section 4.062 ESTABLISH GUIDELINES - The Health Officer may establish procedures and guidelines concerning the interpretation of this regulation. Such procedures and guidelines may be subject to review and approval by the Genesee County Board of Commissioners.

Section 4.07 APPLICATION OF OTHER LAWS - The Genesee County Health Department incorporates by reference, and adopts as part of this regulation, the definitions and requirements with respect to water well construction, pump installation and well abandonment as set forth in:

- 1) The "Safe Drinking Water Act", Act No 399 of the Public Acts of 1976, as amended, being sections 325.1001 through 325.1023 of the Michigan Compiled Laws, and the following sections of Administrative Rules promulgated pursuant to that Act: Part 1, being R 325.10101 to R 325.10115; Part 4, being R 325.10401 to R 325.10409; Parts 7 and 8, being R 325.10701 to R 325.10833; and Parts 10 through 14, being R 325.11001 to R 325.11407 of the Michigan Administrative Code, and any subsequent revisions thereto, and
- 2) Part 127 of Michigan's Public Health Code, Act No. 368 of the Public Acts of 1978, as amended, being sections 333.12701 through 333.12715 of the Michigan Compiled Laws, and the administrative rules promulgated pursuant to that Act, being R 325.1601 through R 325.1676 of the Michigan Administrative Code, and any subsequent revisions thereto.

Section 4.08 WATER SUPPLY CONSTRUCTION PERMIT REQUIRED - No person shall begin construction of a new water supply, or make extensive changes to existing water supplies, without first obtaining a construction permit from the Genesee County Health Department. Permit application shall be made at least three (3) business days prior to construction. Extensive changes include replacing the well casing, removing a well casing from the ground, changing aquifers or sources of water, changing screen elevation, deepening or plugging back a bedrock well, changing the pump type, installing a liner pipe, and a significant increase in the capacity of the water supply.

Section 4.09 PERMIT APPLICATION PROCEDURE

Section 4.091 Application - Forms are available at the Department. The application forms and required fee must be received in person or by mail as noted in section 5.0. Application shall consist of:

- 1) Name of well drilling contractor
- 2) Property owner and mailing address
- 3) Township and street address of well location
- 4) Date of proposed construction
- 5) Scaled site plan showing:
 - a) Scale used and North direction
 - b) Lot lines, easements, and deed restrictions
 - c) Surface water (lakes, ponds, rivers, ditch, etc.)
 - d) Location of house, outbuildings, driveway
 - e) Location of proposed well and any other wells within 50' of the property line
 - f) Location of all buried sewer lines, septic tanks, drain fields within 50' of the property line
 - g) Location of all other sources of contamination within 800' of the property line (such as: active area of landfill, land or subsurface application of septage or sludge waste, oil or gas wells, petroleum product processing or storage, fertilizer or agricultural chemical preparation/ storage, outhouses, animal or poultry yards)

Section 4.092 DENIAL OF PERMITS - The Health Officer may deny a permit or issue a restricted permit under one or more of the following conditions:

- 1) When incomplete, inaccurate or false information is provided by the applicant.
- 2) When the proposed water supply system or water supply well will not comply with Part 127 of Act 368, P.A. 1978, as amended or Act 399 of 1976 as amended.
- 3) Where the proposed location of the proposed water supply system or water supply well is in an area where the Michigan Department of

Environment, Great Lakes and Energy has issued an advisory against the use of water supply wells in the area or if the location is within a service area defined by the Michigan Department of Environmental Quality pursuant to R299.5409 as amended unless special well construction techniques or screening of a well at a depth not affected by contamination would allow the well to be isolated from the contamination which resulted in the issuance of an advisory or the establishment of a service area by the Michigan Department of Environmental Quality.

- 4) Where a water supply system or water supply well is proposed to be served by groundwater which the Health Department has knowledge is contaminated or likely to be contaminated by a hazardous substance in excess of the residential drinking water criteria unless special well construction techniques or screening of a well at a depth not affected by contamination would allow the well to be isolated from the contamination. Hazardous substance and residential drinking water criteria have the same meaning as when those terms are used in Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. When the Health Department has made such a determination, the Health Department shall make available to the public, upon request, a map of the area affected by this determination.
- 5) Other circumstances or conditions which the Health Officer believes may be detrimental to an individual or the public's health.

Section 4.10 LATE APPLICATION PENALTY - If a person fails to make application for a well construction permit from the Genesee County Health Department at least three (3) business days prior to beginning construction of a water supply, a penalty fee equal to the regular application fee shall be assessed. Within five (5) business days of being notified of the violation, the person shall submit the regular application fee and the penalty fee to the Health Officer. Payment of the penalty fee shall not exempt said person from any further penalties prescribed for violation of this regulation. The Department shall not be liable for costs already incurred prior to permit issuance.

The Health Officer may waive the penalty fee when, upon consideration of relevant facts and circumstances, said penalty fee constitutes an undue hardship on the applicant.

Section 4.11 ABANDONMENT OF NEWLY CONSTRUCTED WELLS - The Health Officer may require the abandonment and plugging of a well that is constructed without prior notification or is constructed in violation of this regulation.

Section 4.12 ABANDONMENT OF PREVIOUSLY CONSTRUCTED WELLS -

When a well becomes abandoned, it must be properly plugged. If the well is not properly plugged for justifiable reason (being used as a secondary water source, temporarily inaccessible, etc.) the Health Officer may file an affidavit with the Genesee County Register of Deeds so a permanent record is created which states an unplugged well exists on that parcel of land.

Section 4.13 WATER SUPPLY AND GROUNDWATER CONTAMINATION -

The Health Officer may take any legal means necessary to prevent or eliminate water supply and groundwater contamination caused by, but not limited to, wells, abandoned wells, and water supplies.

Section 4.14 WATER SAMPLING - In accordance with R 325.1661 of the Michigan Administrative Code, the well drilling contractor shall notify the water supply owner of the owner's responsibility to collect one or more water samples from the sampling faucet prior to placing the water system into service. Organisms of the coliform group shall not be present in the sample(s).

Section 4.15 INSPECTION - The Health Officer may make inspections of water supplies during and/or after completion of construction as deemed necessary. A new water supply shall not be put into service until:

- 1) A completed "Water Well and Pump Record", prepared by the well driller and/or pump installer, as applicable, has been submitted to the Health Officer.
- 2) The Health Officer has received copies of the results of water samples indicating the raw water quality meets minimum public health standards. Water sample analyses shall include coliform bacteria and any other parameter deemed necessary by the Health Officer.
- 3) The water supply system is found to be in compliance with applicable code and permit requirements.

Section 4.16 STOP WORK ORDER - If the Health Officer determines that a water supply under construction does not comply with the requirements of this regulation, the Health Officer may issue a written stop work order. Work shall not resume until the owner and/or contractor have agreed to make corrections to comply with this regulation, and the Health Officer rescinds the stop work order.

Section 4.17 - EMERGENCY CONDITIONS - In the event an emergency arises where the lack of water will result in undue hardship and the office of the Genesee County Health Department is closed, or when the well driller is involved with repair work and it is deemed necessary to begin construction immediately on a new well, a registered well driller may begin extensive changes to or construction of a new water supply without notification or permit. The well driller

shall contact the Health Officer on the next regularly scheduled business day to notify of such installation. The late penalty specified in SECTION 7.0 of this regulation may be waived in these cases.

Section 4.18 –VIOLATION OF THE REGULATION - A person who violates a regulation is guilty of a misdemeanor, punishable by imprisonment for not more than 90 days, or a fine of not more than \$200, or both.

Section 4.19 EFFECTIVE DATE - This regulation shall become effective on May 1, 1999.

Section 4.20 RIGHT OF ENTRY AND INSPECTION - No person shall refuse to permit the Health Officer, after proper identification, to inspect any premises in accordance with Section 2446 of Michigan's Public Health Code, Act 368 of the Public Acts of 1978, as amended, nor shall any person molest or resist the Health Officer in the discharge of those duties and the protection of the public health.

Section 4.21 VALIDITY - In the event any section, paragraph, sentence, clause, or phrase of these rules and regulations may be declared unconstitutional or invalid for any reason, the remainder of said rules and regulations shall not be affected thereby.

Section 4.22 INJUNCTION OR OTHER PROCESS - Notwithstanding the existence and pursuit of any other remedy, the Health Officer may maintain an action in the Name of Genesee County in a court of competent jurisdiction for injunction or other appropriate process against any person to restrain or prevent a violation of these regulations.

Section 4.23 FEES - The schedule of fees authorized by these regulations is established by the Health Officer, in accordance with Section 2444 (1) of Michigan's Public Health Code, Act 368 of the Public Acts of 1978, as amended. Fees paid to the Genesee County Health Department shall be credited to the Genesee County Health Department account with the County Treasurer. The fees charged shall not be more than the reasonable cost of performing the service.

Section 4.24 APPEALS - Matters related to interpretation of the State of Michigan's well construction and pump installation statute and administrative rules are not within the jurisdiction of the Genesee County Environmental Health Board of Review.

CHAPTER V - BATHING BEACH REGULATION ON SAFETY, RESCUE, AND COMMUNICATION EQUIPMENT

Section 5.00 DEFINITION - A Public Bathing Beach shall be defined as an area of land, accessible to the public, bordering on a body of water which:

- 1) Is used collectively by a number of individuals primarily for the purpose of swimming, or wading;
- 2) Provides a lifeguard on duty;
- 3) Is sanctioned and generally recognized as intended for use by the public; and
- 4) Has a designated swimming area.

Section 5.10 BACKGROUND AND AUTHORITY - Part 125, Section 12542, of the Code, requires the provision of a minimal safety equipment at public beaches. The owner or person in charge of a public bathing beach must provide and maintain suitable and adequate safety and rescue equipment and a means of communicating with outside sources of assistance at any time the beach is open to the public. This Regulation specifically defines a Public Bathing Beach and sets forth minimum requirements thereto.

Section 5.20 MINIMUM REQUIREMENTS - As a minimum, each beach must provide:

- 1) Safety and rescue equipment to include a life ring, buoy or other flotation device attached to a length of rope suitable to reach across the width of the designated swimming area, a six foot spine board with ties, and a Sixteen (16) unit first aid kit. Rescue devices shall be Red Cross approved or equivalent and shall be maintained in proper working condition.
- 2) Suitable means of communication to include a two-way radio, an available telephone on the grounds, or a means of obtaining outside assistance which can be demonstrated to the satisfaction of the Health Officer.

CHAPTER VI - SEWAGE DISPOSAL REGULATION

PREAMBLE

Recognizing that the sanitary and safe disposal of human sewage wastes is fundamental to individual, public and community health; further recognizing that public sewerage facilities installed and operated in a proper manner are considered the only acceptable means for safeguarding public health in urban situations; still further recognizing that inherent operational limitations and temporary nature of individual, private, sewage disposal systems demand their use only under rural and isolated conditions, and insofar as possible, to prevent the creation of nuisances, sources of filth, and conditions menacing the public health, this Regulation and these standards for the disposal of sewage wastes and human excrement are hereby established as follows:

Section 6.00 - DEFINITIONS

Section 6.001 ABSORPTION FIELD, TRENCH, OR BED - Means a method of distributing septic tank effluent or overflow below the ground surface by means of a line or a series of lines of drain tile laid on a bed of stone (or other approved methodology), with openings so as to allow the effluent or overflow to be absorbed by the surrounding soil.

Section 6.002 AVAILABLE SANITARY SEWER - If a sanitary sewer is within three hundred (300) feet of any part of a premises, then the sewer is considered available to that premises for the disposal of sewage.

Section 6.003 DOSING CHAMBER - Means a watertight tank or receptacle used for the purpose of retaining the overflow or effluent from a septic tank, pending its automatic discharge to a selected point.

Section 6.004 FILL SAND OR FILTER MATERIAL - Means medium to coarse clean sand, unless otherwise specified, as part of a permit condition and approved by the Health Officer.

Section 6.005 FLOOD PLAIN - Means the elevation of the contour defining the flood plain limits of any area subject to hypothetical or actual flooding or inundation based on a historical recurrence frequency period of once in about one hundred (100) years.

Section 6.006 GROUND WATER - Means the water in the ground that is in the zone of saturation.

Section 6.007 HIGH GROUND WATER ELEVATION - Means the elevation of the upper surface of the zone of saturation as may occur during the normally wet periods of the year.

Section 6.008 LOW VOLUME FIXTURES - Means faucets or showers with a flow rate of not greater than 2.75 gallons per minute (gpm) at 20-40 pounds per square inch (psi) and toilets that utilize 3.5 gallons or less per flush.

Section 6.009 PERMEABILITY - Means the capability of a soil to transmit water and/or air.

Section 6.010 PRIVY - Means all “outhouses”, buildings or other structures which are not connected with a sewerage system or with a sewage disposal system and which are used for the reception, disposition or storage, either temporarily or permanently, of feces or other excreta from the human body.

Section 6.011 SEPTIC TANK - Means a water-tight receptacle used for the purpose of receiving all sewage and so designed to permit the collection of solids from such wastes and to permit such solids to undergo decomposition therein, permitting the effluent to overflow in a controlled manner to an approved disposal system.

Section 6.012 SEWAGE OR WASTEWATER - Means all the residential, commercial and industrial water-carried wastes from any premises.

Section 6.013 SEWAGE DISPOSAL SYSTEM - Means the method of controlled disposal of sewage by means of a sewer line connected to a septic tank or tanks, and an absorption field, trench or bed or any other device approved by the Health Officer.

Section 6.014 SEWAGE SYSTEM FAILURE - Means a situation where any one of the following conditions exist:

- 1) The system refuses to accept effluent at the rate of application.
- 2) Sewage or effluent seeps from, or ponds on the ground surface.
- 3) The system contaminates a potable well or surface waters of the State.

Section 6.015 SEWER - Means a water-tight conduit for carrying sewage.

Section 6.016 SOILS EVALUATION - Means on-site investigation to evaluate the suitability of a site (specific location on each site) to support an adequate sewage disposal system.

Section 6.017 SURFACE WATER - Means a body of water whose top surface is exposed to the atmosphere including a flowing body, ponds or lake, drains, rivers, streams, ditches, either natural or constructed.

Section 6.018 UNSANITARY CONDITION, NUISANCE OR HEALTH HAZARD - Means any structure or condition which the Health Officer reasonably believes to be a potential cause of illness, poses a threat to the health of the public, pollutes any stream or other body of water

Section 6.019 OTHER DEFINITIONS - Other technical definitions not described herein but which may be used in this Regulation shall mean the most commonly recognized interpretation of description of the technical term used in the environmental health profession.

Section 6.10 - AUTHORITY AND ADMINISTRATION

This Regulation is hereby adopted and provided separately and as a part of the Regulations pursuant to authority conferred upon local health departments by Section 2441 (1) of the Code. The following Regulation is to govern the installation and maintenance of private, semi-private, and public sewage disposal systems where no municipal sewage facility is available; and to prohibit the platting of property inadequate for such installation. This Regulation is adopted and provided for the express purposes of protecting the health, safety, and welfare of the people of Genesee County, it having been determined by the Board of commissioners that the installation of private, semi-private and public sewage disposal systems which do not meet the minimum requirements of this Regulation constitutes a present danger and menace to the health, safety and welfare of the people of Genesee County.

Section 6.20 - PLATS

This Section incorporates by reference "The Subdivision Control Act", being Act 288, P.A. 1967 as amended (MCL 560.101 et seq.) and Rules of the Michigan Department of Public Health (R.560.401 - R.560.405). From and after the effective date of this Regulation, no plat shall be approved by the Health Department where such plat is not served by a public water supply system and a public sewerage system unless the requirements of the above cited Act and Rules have been met and fully complied with by the owners of the plat.

Section 6.30 - SEWAGE DISPOSAL SYSTEMS

Section 6.301 PERMIT REQUIRED - From and after the effective date of this Regulation, it shall be unlawful for any person to construct, alter, repair or extend any on-site sewage disposal system within Genesee County, unless he has a permit issued by the Health Officer for the specified construction, alteration, repair or extension, and it shall be unlawful for any person to construct, rebuild,

move onto any parcel of land, occupy, or use, any premises which is not equipped with adequate facilities according to the provisions of this Regulation for the sanitary and safe disposal of sewage. The Health Officer shall determine whether the land is suitable for on-site sewage disposal.

If a proposed building has a sewage disposal system constructed according to the provisions of this Regulation which is adequate to serve the proposed building, the Township Officer shall be notified by the Health Officer in writing and no permit is required. In instances where the structure has no internal plumbing facilities for water-carried sewage and where no intent to occupy exists as certified by the landowner (such as a pole barn, shed and the like), a sewage disposal permit shall not be required. A deed restriction shall be placed on file to this effect. Future conversion or development of any potentially habitable building and/or site shall be subject to compliance with all provisions of this Regulation and a permit shall be required prior to occupancy of that site.

Section 6.3011 APPLICATION FOR SITE SUITABILITY EVALUATION AND APPLICATION FOR A PERMIT - An application for a site suitability evaluation and an application for a permit shall be required for any installation and shall be in writing and signed by the applicant. Applications and/or accompanying data shall be made on forms provided by the Health Officer. A completed application must be submitted before the Health Officer will respond for an on-site evaluation.

Section 6.30111 INFORMATION REQUIRED - A complete plan of the proposed disposal system with such substantiating data as the Health Officer may require shall be submitted when applying for a permit. A legal description of the property and a detailed and legible plot shall accompany the application.

The Health Officer may require, as part of a soils evaluation, information including but not limited to engineering plans or drawings, topographic maps of a site indicating surface relief and/or grade elevations, soil analyses, additional soil test borings, percolation tests, ground water and flood elevations, and so forth.

Section 6.30112 CHANGE OF USE – It shall be unlawful to convert or change the intended use of a building premise from which the sewage treatment system was designed without the prior written approval of the Health Officer.

Section 6.3012 ISSUANCE OF PERMIT - The Health Officer shall issue a permit for on-site subsurface sewage disposal within a reasonable period of time, providing all of the conditions of acceptance have been met. In cases where all conditions specified above have not been met, a permit, issued under the variance clause of Section 6.701 of this Regulation may be considered.

Section 6.30121 BUILDING PERMIT – A building permit shall not be issued by the local building authority until a valid permit for construction of an on-site sewage disposal system has been issued by the Health Officer.

Section 6.3013 DENIAL OF PERMIT - The Health Officer shall deny the issuance of a permit when provisions of this Regulation or applicable criteria cannot be met.

Section 6.3014 VOID PERMITS - The permit for a private or commercial sewage disposal system may be declared void by the Health Officer if the location of the disposal system, specified on the permit is altered, or if there is any increase in the scope of the project prior to, during, or following construction of said system, or if the Health Department acquires new information that the previous permit approval site does not satisfy the requirements of this Regulation.

It shall be a violation of this Regulation to misrepresent, omit, or withhold pertinent information upon which the minimum requirements contained in this Regulation are based. The Health Officer may void any permit when he has reasonable cause to believe that an intentional misrepresentation has occurred.

Section 6.3015 TRANSFER OF PERMITS (New Owner) - Permits may be transferred from person to person upon written request and notice of change to the Health Department and payment of the prescribed transfer fee, providing the home/business/structure, conditions and construction remain and are certified as being the same as originally specified. Any change of conditions will invalidate the original permit and a new permit shall be required.

Section 6.3016 SEASONAL RESTRICTIONS (MORATORIUM) - After the effective date of this Regulation, no site evaluation for permit, nor sewage disposal system installation, except to abate a public health nuisance, shall occur under conditions or during periods established by the Health Officer. The Health Officer may grant written permission on an individual basis during the restricted period or season if site, weather and ground conditions are suitable. The installation of a temporary system may be considered (See Section 6.3017).

Section 6.3017 HOLDING TANK – “Pump-and-Haul” as a means of disposal from holding tanks for new construction shall not be permitted. “Pump-and-Haul” may, at the Health Officer’s discretion, be used to alleviate a hazard from an existing structure on a temporary basis until an acceptable means of sewage disposal is available. Temporary, for the purposes of this section, means a duration not to exceed nine (9) months.

Section 6.3018 FEES - Fees shall be charged according to the current fee schedule as may be adopted and periodically updated by the Board of Commissioners.

Section 6.3019 PERMIT EXPIRATION - Permits shall become void and expire twelve (12) months from the date of issuance thereof. The permit may be renewed, but will be subject to any intervening changes in this Regulation.

Section 6.302 INSPECTION REQUIRED - Within the jurisdiction of township, village or city units of government of Genesee County, the responsibility for inspection of any septic tank, disposal field or other underground appurtenances before covering shall be that of the Health Officer. After the effective date of this Regulation, it shall be a violation of this Regulation for anyone to occupy or use any premise before obtaining an acceptable certification of the sewage disposal system.

After construction of the sewage disposal system has been completed and before any portion of the system has been covered and/or placed in operation, an inspection will be made after notification to the Health Officer that the system is ready for inspection. The Health Officer may deny final approval of any installation which does not comply with any permit condition, or is of faulty workmanship and/or construction materials, or otherwise does not meet requirements of this Regulation.

It shall be unlawful to backfill any septic tank and/or tile disposal installation until an approval has been granted by the Health Department. Should the installer be notified by the Health Officer to backfill the system when an inspection cannot be conducted, the installer in such an instance shall furnish a written statement to the Health Officer, certifying that the system was installed exactly as shown on the permit or describing exactly any deviations therefrom.

Section 6.303 BACKFILLING DISPOSAL SYSTEM - After approval of the disposal system by the Health Officer, the disposal system shall not be allowed to remain open for longer than Seventy-two (72) hours, unless otherwise approved by the Health Officer.

Section 6.304 CONNECTIONS REQUIRED - All plumbing fixtures such as flush toilets, urinals, lavatories, sinks, bathtubs, showers, laundry tubs, automatic washers, or any similar fixtures used to receive or conduct water-carried wastes or sewage shall be connected to a septic tank or to some other device in a manner approved by the provisions of this Regulation and the Health Officer. Footing drainage or sump water shall not be drained to the septic tank or subsurface disposal field. Further, water softener wastes, footing drainage, sump water, curtain or perimeter drains, and storm water from down spout discharges shall be drained away from the area of the septic tank and subsurface disposal field.

Section 6.305 DIVERSION VALVES AND PUMPS IN CONNECTION WITH LAUNDRY TUBS AND SUMPS - Diversion valves shall not be allowed on the discharge pipe of sump pumps receiving waste water or sewage from plumbing

fixtures or appliances such as laundry tubs or automatic washers. When plumbing fixtures or appliances are installed in basements or cellars, it shall be necessary to install a separate pump to be used for no purpose other than pumping water carried wastes directly to the septic tank, unless gravity flow is possible.

Section 6.306 MAINTENANCE AND CONDEMNATION OF INSTALLATIONS -

Every private and commercial sewage disposal system shall be maintained in a satisfactory operating condition at all times. A sewage disposal system which is not in accordance with this Regulation, or where the effluent therefrom is exposed to the surface of the ground or is permitted to drain on to the surface of the ground or into any surface water, or where the seepage of effluent therefrom may endanger a public or private water supply, or where a public nuisance is created by a system improperly constructed or maintained, is deemed to be a noncomplying system. The Health Officer may declare unfit for habitation, condemn and so post any premises connected to a noncomplying sewage disposal system until satisfactory remedy can be demonstrated, and order the premises vacated. An individual sewage disposal system so condemned shall be repaired, rebuilt or replaced by a system constructed according to the provisions of this Regulation within a period of time specified by the Health Officer. In the alternative and absent proper remedy, the premises may be ordered permanently vacated, in the interest of protection of the public health.

It shall be unlawful to dispose or discharge to the sewage disposal system septic system cleaners or other products or chemicals which pose a threat to ground water quality.

If the Health Officer has reason to believe that an onsite sewage disposal was improperly installed, the previously approved permit can be revoked.

Section 6.307 PUBLIC OR PRIVATE DRAIN OF UNKNOWN COURSE AND ORIGIN -

Whenever the Health Officer shall determine that improperly treated sewage is flowing from the outlet of any public or private drain of unknown course and origin, he may issue public notices requiring person owning premises from which such sewage originates, to connect such sewage flow to a publicly operated sewerage system, if available, or in the absence thereof to comply with the provisions of this Regulation. Public notice shall consist of the posting of at least two (2) conspicuous notices in the probable area served by said drain. After not less than ten (10) calendar days following posting of the notices the Health Officer may plug or cause to be plugged, the outlet of said drain, until such time as the sources of the sewage have been located. Owners of properties known to be discharging improperly treated sewage in such drain posted by the Health Officer, shall be given written notice of corrections required with the time allowed by the posted notices and shall be responsible for bearing the costs of plugging outlets. Failure to comply shall be considered a violation of

this Regulation. No liability for damages caused by compliance with this Section shall accrue to the Health Department or any employee thereof.

Section 6.308 MUNICIPAL SEWER CONNECTIONS - Where a publicly operated system for collection and disposal of sanitary sewage is available, the utilization of such public sewerage system shall be considered the only safe and sanitary means for liquid waste disposal. NO privy, septic tank or other private means of sewage or excreta disposal shall be maintained or used on property having a sanitary sewer available; provided, however, that all connections and discharges to a public sewerage system shall be in accordance with the regulations of the municipality operating and maintaining such sewerage system. Where an approved public sewer is available all new buildings shall be connected to such public sewerage system at the time of construction. When an approved public sewer becomes available, existing premises shall be connected to same for valid public health reasons at such time as may be deemed necessary by the Health Officer. When connection to sanitary sewer is made, the septic tank(s) shall be properly abandoned in accordance with procedures established by the Health Officer.

Section 6.309 LOCATION - All private sewage disposal facilities shall be located wholly upon the property served except that under certain conditions where suitably executed and recorded easements or rights-of-way agreements exist this provision may be waived. In no case shall more than one dwelling or workplace be served by a single sewage disposal facility.

Section 6.310 SEWAGE TREATMENT PLANTS - Nothing in this Regulation shall prevent the construction of sewage treatment plants in accordance with approved plans, discharging treated effluent to an approved outlet, and operated in such a manner that there is no menace to the public health, or unlawful pollution of waters of the state; notwithstanding existing systems operating under a National Pollution Discharge Elimination Permit for surface water discharges shall also be permitted.

Section 6.311 ORDER OF IMMEDIATE DISCONTINUANCE - The Health Officer may require immediate discontinuance of any operation or construction of a sewage disposal system, upon determination that continued operation or construction would create a substantial hazard to public health or be in direct violation of this Regulation.

Notwithstanding, in instances where construction has proceeded unlawfully and without a valid permit, the Health Officer shall issue a "Stop Work Order" requiring immediate discontinuance of said construction. Noncompliance with such order shall be a violation of this Regulation.

SECTION 6.40 - PRIVIES AND SIMILAR TOILET DEVICES

Section 6.401 GENERAL - All privies and similar toilet devices shall be subject to inspection and approval by the Health Officer prior to their use, construction and/or installation. These devices shall be maintained, operated and constructed in an acceptable manner at all times and in accordance with provisions of Section 12771 of the Code and Administrative Rules promulgated therefrom, and shall not create a nuisance condition. The construction of said sewage disposal devices shall require a permit issued by the Health Officer.

Section 6.402 PROHIBITION - No privy shall be maintained or be constructed on or moved to any premises as a permanent means of sewage disposal except as otherwise approved by the Health Officer.

Section 6.403 TEMPORARY USE - Temporary privies used at construction sites, places of public assembly, camps, and so forth, shall comply with Section 12771 of the Code, and when cleaned or serviced, the person performing such service shall comply with Act 181, P.A. 1986, as amended (MCL 325.311 et seq.).

Section 6.404 LOCATION, CONSTRUCTION AND DEPTH - Privies shall be located, constructed and installed in accordance with applicable provisions of the Construction Standards.

Section 6.50 - SEWAGE DISPOSAL SYSTEMS FOR COMMERCIAL AND OTHER THAN SINGLE OR TWO-FAMILY DWELLINGS

Section 6.501 MICHIGAN CRITERIA - The "Michigan Criteria for Subsurface Sewage Disposal," in accordance with the Water Resources Commission Policy Statement adopted September 22, 1977 (and as may be subsequently updated or amended) shall be the basis for acceptance or rejection of proposed sewage disposal systems for other than single or two-family residences, regulated in this Section and are incorporated by reference in this Regulation.

Section 6.60 - CONSTRUCTION STANDARDS - RESIDENTIAL

Section 6.601 CONSTRUCTION STANDARDS AND PROGRAM PROCEDURES - On-site sewage disposal systems for private single and two-family dwellings shall meet the Construction Standards as set forth by the Health Officer and are incorporated by reference in this Regulation. Further, the Health Officer may develop internal policy and procedure to effectively carry out the intent of this Regulation.

Section 6.70 - VARIANCES

Section 6.701 HARDSHIP, VARIANCE, OR ALTERNATE METHODS - A variance to specific provisions of this Regulation, such as use of available sanitary sewer or an alternate method of sewage disposal may be approved by

the Health Officer if it demonstrates equivalence to the minimum requirements or if it will meet the objectives of this Regulation. When the Health Officer determines that public health would not be jeopardized, or no potential public health nuisance created, or in instances of hardship, a variance may be approved, specifying any additional conditions deemed necessary.

Section 6.702 APPROVAL OF VARIANCE - A variance shall be approved in writing by the Health Officer before a system is constructed or installed. Such approval shall specify details of construction, or all related factors affecting the installation.

CHAPTER VII – SEWAGE DISPOSAL SYSTEM CONTRACTORS LICENSING

SECTION 7.00 – DEFINITIONS

Section 7.001 INSTALLING – Means the construction, alteration, modification, building or digging, excavating, adding to, changing, trenching, filling, extending, setting in place, connecting up, fixing into position for use or ready for use of any septic tank, septic tank excavation or hole, absorption field, disposal trench, or other surface or sub-surface sewage disposal system; placement of stone, tile or other materials in absorption fields or leach beds, or other sub-surface trenches, fields, beds, holes or excavations.

Section 7.002 INSTALLER – Means any person, who for a fixed sum, price, fee, percentage, valuable consideration or other compensation, other than wages, undertakes with another, the repairing or repair, or installing or installation of septic tanks or treatment devices, seepage pits, tile fields, or other surface or sub-surface sewage disposal systems within Genesee County. Excluded are manufacturers of septic tanks, tile, stone processors and persons making delivery of these products to the job site, provided they do not install such products.

Section 7.003 REPAIRING – Means the making of alterations, modifications, additions, changes, corrections, repairs, building, installing, adding of materials to sub-surface or surface facilities or septic tanks or treatment devices, correction of deficiencies occasioned by malfunctioning, non-functioning, inadequate functioning of sub-surface or surface facilities or septic tanks or treatment devices.

Section 7.10 – AUTHORITY AND ADMINISTRATION

This Regulation is hereby adopted and provided separately and as a part of the Regulations pursuant to authority conferred upon local health departments by Section 2441 (1) of the Code. The purpose of this Regulation is to prevent the spread of infectious and contagious diseases; to license and require bonding of

persons engaged in installing, extending or repairing on-site sewage disposal systems, by the Health Department; and to provide penalties for the violation of this Regulation, it having been determined by the Board of Commissioners that improperly installed, repaired, or extended sewage disposal systems for private, commercial or institutional use (other than municipal systems), constitutes a danger and menace to the health, safety and welfare of the people of Genesee County, Michigan.

Section 7.20 – LICENSE

It shall be unlawful for any person to engage in or carry on the business of installing or repairing on-site sewage disposal systems within Genesee County unless duly licensed and bonded as hereinafter provided. Installers shall be required to successfully pass the installer exam every three years to stay current with changes in the Genesee County Sewage Disposal Construction Standards.

Section 7.201 LICENSE EXCEPTION – Nothing in this Regulation shall be construed to require a license for property owners to install or repair their own on-site sewage disposal systems, provided such alterations or modifications are performed in accordance with the Regulations. Property owners installing or repairing their own on-site sewage disposal system shall be required to successfully pass the installer exam before proceeding with the project. Home owners installing their own on-site sewage disposal systems shall be required to sign a document holding Genesee County harmless, in the event of premature field failure.

Section 7.30 – APPLICATION

Each person engaged in such business for the purposes aforesaid shall file an application directly with the Health Officer with such information as he may require. The application shall state the nature of the business, the post office address of the applicant, and the post office address at or from which the business is to be conducted. If the applicant shall operate a branch or other places of business, the application shall so state. The application shall state any additional information the Health officer may require.

Section 7.40 – FEE AND BONDS

The application to engage in the business as herein defined shall be accompanied by an annual license fee as established by schedule, payable to the Health Department. The application for such license shall be made to the Health Department prior to January 1 of each year, and shall be accompanied by a Michigan company surety bond, or with such sureties, form and sufficiency as shall be approved by the Health Officer, covering the period for which the license shall be issued to indemnify persons for whom service and maintenance work is performed. Such bonds shall be \$35,000.00 for licensee who is a resident of the

State of Michigan , and \$70,000.00 for licensee who is a non-resident. The Health Officer shall be the obligee, and the bond shall be for the benefit of and for the purpose of protecting any person or persons damaged by faulty workmanship in the installation or repair of on-site sewage disposal systems and shall guarantee the appearance of the licensee to answer any warrant within fifteen (15) calendar days of notice to the bonding company of the issuance of such warrant. Such bonds shall be conditioned upon the performance of the services in a safe, good workmanlike manner, and in compliance with the Sewage Disposal Regulation provisions of the Regulations. If the Health Officer, after such investigation as he deems necessary, is satisfied that the applicant has successfully completed the application materials, provided an acceptable surety bond, and has the qualifications, experience, and equipment to perform the services in a manner not detrimental to safety and public health, and meets such other conditions as may from time to time be determined to be in the interest of the public's health, shall issue or cause to be issued a license for the said business.

Section 7.50 – FAILURE TO COMPLY WITH REGULATIONS

The Health Officer shall have the authority to deny, suspend, limit, revoke or refuse to renew a license in any case where he finds that there has been a failure to comply with the provisions of this Regulation, and any local or state rules and regulations or laws of the State of Michigan relating to public health.

Section 7.60 – INSTALLATION OF NEW SYSTEMS

No person shall install a private, commercial or institutional, (other than municipal), sewage disposal system in Genesee County unless in accordance with the standards and provisions required in the Regulations.

Section 7.70 – EXISTING SYSTEMS

No person shall install, repair or alter, or extend any private, commercial or institutional (other than municipal) sewerage disposal system in Genesee County unless in accordance with the standards and provisions of the Regulations.

Section 7.80 – IDENTIFICATION OF EQUIPMENT

All equipment such as tractors, trenchers, and trucks used in connection with the installation, repairing, alteration, or extending of a sewage disposal system shall be identified with a current year insignia provided by the Health Department, to indicate the installer is licensed in Genesee County.

Section 7.90 – WORKMANSHIP

All work done on sewage disposal systems in Genesee County shall be in accordance with the Genesee County Environmental Health Regulations, as noted in Chapters VI and VII shall be performed in a workmanlike manner and the property served left in a safe and sanitary condition, free from any unprotected holes such as dry wells, and the premises free of any pooled sewage, sludge, or septic tank effluent.

CHAPTER VIII—ENVIRONMENTAL IMPROVEMENT REGULATION

Section 8.00 – DEFINITIONS

Section 8.001 ASHES – Means the residue from the burning of wood, coal, coke, or other combustible materials.

Section 8.002 GARBAGE – Means putrescible rejected food waste including waste accumulation of animal, food, or vegetable matter used or intended for food or that intended for the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetable, including cans, containers and wrappings wasted therewith, is considered “garbage”.

Section 8.003 HAZARDOUS MATERIALS – Means waste material or a mixture of various waste materials because of its quantity, concentration or chemical characteristics, is toxic, corrosive, flammable or an irritant and may cause substantial damages or injury to humans, animals or the environment resulting from the disposal of the waste or mixture of waste. Hazardous wastes include but are not limited to waste oils, salt brines, drugs, pesticides, chemicals and those liquids used for road oiling or dust control.

Section 8.004 LITTER – Means “garbage”, “refuse”, and “rubbish”, as herein defined, and all other waste material which, if thrown or deposited in an unapproved or unauthorized area as herein prohibited, tends to create a danger to public health, safety or welfare or a condition of nuisance.

Section 8.005 REFUSE – Means all putrescible and non-putrescible solid waste (except body waste and sewage waste) and includes garbage, rubbish, ashes, incinerator ash, incinerator residue, street sweepings and solid market and industrial waste, and other substances which may become a nuisance.

Section 8.006 RUBBISH - Means non-putrescible solid waste, excluding ashes, consisting of both combustible and non-combustible waste such as paper, cardboard, tin cans, yard clippings, wood, building on material, rags, bedding, glass, crockery, bulk items, or litter of any kind that will be a detriment to the public health and safety.

Section 8.007 SOLID WASTE – Means either refuse, garbage, rubbish, ashes, either singularly or in any combination thereof.

Section 8.008 VERMIN – Means noxious small animals or insects as lice, fleas, worms, rats, mice, cockroaches, and so forth.

Section 8.10 – AUTHORITY AND ADMINISTRATION - This Regulation is adopted and provided separately and as a part of the Regulations pursuant to authority conferred upon local health departments by Section 2441 (1) of the Code. Requirements with respect to nuisances occurring within Genesee County shall be those requirements set forth in Section 2455 (1) through (5) in the Code. The purpose of this Regulation is to extend the authority of the Code so much as they apply to the existence of environmental health, hazards, cause of sickness, and unsanitary conditions of every description.

Section 8.20 – ENFORCEMENT

Section 8.201 INSPECTION – All premises affected by this Regulation shall be subject to inspection by the Health Officer, who is empowered to make reasonable inspections of such premises only after prior consent of the owner or occupier of the premises has been obtained, except where an imminent danger or health hazard exists or is believed to exist which requires that an inspection be conducted immediately.

Section 8.202 WARRANT – In cases other than those cited in Section 8.201 above the Health Officer shall first obtain a warrant to effect a valid administrative inspection of the premises affected by this Regulation. The warrant shall be supported by oath and affidavit of the Health Officer which demonstrates “probable cause” for the issuance of the warrant. The scope of such a warrant may be directed to a general opposed to specific building, dwelling, or the like. The finding of a “probable cause” to support the issuance of a warrant to inspect either a general area, a specific area, or a specific area within a general area, may be based on consideration, such as, but not limited to, the passage of time since the area (including its appearance, apparent condition, or other apparent physical characteristics), or the observable or perceivable condition in the area, which, in the case of a specific area within a general area, need not necessarily depend upon specific knowledge of the condition of the specific area sought to be inspected. Pursuant to any valid entry and inspection effected under this section, the Health Officer may take possession of any evidence obtained in the course of the inspection, which demonstrates a violation of, or noncompliance with, any of this Regulation.

Section 8.203 – EMERGENCY ABATEMENT – The Health officer may take such action as may be immediately necessary to commence abatement of any nuisance if the public safety and health requires such action. The Health officer may thereafter take such other action under Section 8.202 above as is necessary

to complete the abatement of the nuisance. With permission granted by the Board of Commissioners or by order of the Court, the cost of such abatement may be charged to the premises and the owners and occupiers thereof.

Section 8.30 – STATE LAWS, RULES, REGULATIONS - The statutes of the State of Michigan relating to the storage, transportation and disposal of solid waste, the same being Act 641, P.A. 1978, as amended (MCL 299.4091 et seq.), public health, the same being Act 368, P.A. 1978, as amended (MCL 333.1101 et seq.), the condemnation of unsafe structures, the same being Act 230, P.A. 1972, as amended (MCL 125.1501 et seq.), and the control and elimination of burning and air pollution, the same being Act 348, P.A. 1965, as amended (MCL 336.11 et seq.) and all rules and regulations relating thereto along with all amendments and additions thereto, and as hereafter amended or added to, are hereby expressly incorporated into and made a part of this Regulation. Any person violating any such statute, rule or regulation shall be guilty of a violation of this Regulation. In the event of a conflict the more restrictive of any or all statutes or regulations shall prevail.

Section 8.40 – NUISANCES

Section 8.401 NUISANCES DEFINED AND PROHIBITED – The word “nuisance” as used in this Regulation is defined in Section 1.012 of Chapter I of the Regulation. All such nuisances are hereby prohibited and declared illegal. This Regulation shall not include those nuisances made actionable by Section 3801 of Act 236, P.A. 1961, as amended (MCL 600.101 et seq.) or those nuisances placed in public highways or rights-of-way by legislative or municipal authority.

Section 8.402 UNINHABITABLE PREMISES; VACATION; HEALTH ORDER – Whenever it shall be certified by the Health Officer that a premises is infected with contagious disease or that it is unfit for human habitation, or dangerous to the public health, safety, or welfare by reason of want of repair, or defects in the drainage, plumbing, lighting, ventilation, or the construction of the same, or by reason of the existence of said dwelling, or for any cause, the Health Officer may issue an order requiring all persons therein to vacate such premises within not less than twenty-four (24) hours nor more than ten (10) calendar days for the reasons to be mentioned in said order. In case such order is not complied with within the time specified, the Health Officer may cause said premises to be vacated or may extend the time within which to comply with the same. Once vacated, the Health Officer may require such measures as may be necessary to prevent re-entry into the premises. In the alternative, the Health Officer may proceed with discretion as provided under the Emergency Abatement Provisions of Section 8.203 of this Regulation. The Health Officer, when satisfied that the danger from said premises has ceased to exist, or that it is fit for human habitation, may revoke said order.

Section 8.403 ANIMALS AND VERMIN – It shall be unlawful for any person to create or maintain a vermin or rat-infested condition or premises owned or occupied by that person. When the Health Officer has reasonable cause to believe that there is rodent and/or vermin infestation in a definable area, and upon proper notice, it shall be the duty of the homeowner or occupant of any premises in that area to protect same against ingress of rats and vermin by preventive measures acceptable to or ordered by the Health Officer. The homeowner or occupant shall also be responsible for abatement of a vermin or rat-infested condition or premises owned or occupied by that person, using methods acceptable to the Health Officer.

It shall be unlawful for any person to allow a dead animal to remain for over twenty-four (24) hours after death on premises owned or occupied by him. Such animals shall be buried to a depth of four (4) feet or as otherwise specified by the Health Officer.

Section 8.404 ABANDONED REFRIGERATOR - It shall be unlawful for any person to leave any abandoned, unattended or discarded refrigerator, freezer or other similar self-locking appliance or container on land owned or occupied by that person, without first removing the doors from the said freezer, refrigerator or container, or otherwise eliminating the health hazard condition to the satisfaction of the Health Officer.

Section 8.405 MEDICAL AND INFECTIOUS WASTES – The Health Officer shall enforce the applicable provision of the Genesee County Solid Waste Master Plan.

Section 8.406 IMPORTATION OF WASTES – The Health Officer shall enforce the applicable provisions of the Genesee County Solid Waste Master Plan.

Section 8.407 SOLID WASTE CONTROL – No persons shall permit to accumulate upon their premises any refuse except in containers of rodent-proof, durable, fly-proof and watertight construction, except that bulky rubbish such as tree limbs, weeds, large cardboard boxes, and so forth, may be bundled and so stored as not to provide a harborage or breeding place for rodents. Garbage and rubbish shall be disposed of in a manner which creates neither a nuisance nor a hazard to health in accordance with the provisions of Act 641, P.A. 1978, as amended (MCL 299.401 et seq.).

The occupant and/or owner of property, and the owner of unoccupied property shall at all times maintain the premises occupied or owned in a clean and orderly condition. The deposit of or accumulation of garbage, rubbish, rags, tin cans, glass, paper, empty barrels, boxes, or any litter which because of its character, condition or improper storage may invite the breeding or collection of flies, mosquitoes or rodents, or which may in any manner, endanger the public health, safety or welfare is prohibited.

It shall be unlawful for any person to dump any refuse upon or into any street, alley, waterway or property, public or private. This shall not prohibit the placing of front yard and curb/lawn tree leaves into the street where an organized pick-up by the municipality having jurisdiction exists.

Section 8.50 – BURNING / AIR POLLUTION CONTROL

Section 8.501 OPEN BURNING DEFINED AND PROHIBITED – Open burning that is done under such conditions that the products of combustion are emitted directly into ambient air space as pollutants is hereby expressly prohibited, providing that such condition when under valid and strict permit issued by a municipal jurisdiction and not injurious to the public health which does not cause a nuisance condition as defined in Section 1.012 of the Regulations, may be permitted. The Health Officer may consult with recognized community agencies in making determinations relative to this Section. Open burning shall include in making determinations relative to this Section. Open burning shall include, but not be limited to, burning on the ground or other flat surfaces, burning done in simple outdoor structures, receptacles or other devices which are designed primarily to contain the materials being burned or to minimize the risk of fire and which do not provide effective control of the air pollutants generated.

SECTION 8.60 – DISPOSAL OF HAZARDOUS MATERIALS OR OBJECTS - Hazardous materials, or objects constituting a hazard as defined in Section 8.003 of this Regulation or as defined in Administrative Rule 299.6201 adopted pursuant to Act 64, P.A. 1979, as amended (MCL 299.501 et seq.) shall be disposed of in an approved manner as determined by the Health Officer, or at a disposal site licensed by the State of Michigan which is specifically approved to handle that type or category of waste material.

CHAPTER IX—BODY ART REGULATION

Section 9.00 – DEFINITIONS

Section 9.001 ALCOHOLIC LIQUOR means that term as defined in section 105 of the Michigan liquor control code of 1998, 1998 PA 58, MCL 436.1105.

Section 9.002 APPLICANT means the person who submits an application for a body art facility license under this part and includes the owner or operator, an agent of the owner or operator, or any other person operating under the apparent authority of the owner or operator of a body art facility that is required to be licensed under this part.

Section 9.003 BODY ART FACILITY means the location at which an individual does 1 or more of the following:

- (i) Performs tattooing.

- (ii) Performs branding.
- (iii) Performs body piercing.

Section 9.004 BODY PIERCING means the perforation of human tissue other than an ear for a nonmedical purpose.

Section 9.005 BRANDING means a permanent mark made on human tissue by burning with a hot iron or other instrument.

Section 9.006 CONTROLLED SUBSTANCE means that term as defined in section 7104.1

Section 9.007 CRITICAL VIOLATION means a violation of this part that is determined by the department or a local health department to be more likely than other violations of this part to contribute to illness in humans.

Section 9.008 LICENSEE means the person who is the holder of a license under this part or the person who is legally responsible for the operation of a body art facility and includes the owner or operator, an agent of the owner or operator, or any other person operating under the apparent authority of the owner or operator of a body art facility that is required to be licensed under this part.

Section 9.009 LOCAL GOVERNING ENTITY means that term as defined in section 2406.2

Section 9.00010 MINOR means an individual under 18 years of age who is not emancipated under section 4 of 1968 PA 293, MCL 722.4.

Section 9.00011 SMOKING means that term as defined in section 12601.3

Section 9.00012 TATTOO means 1 or more of the following:

- (i) An indelible mark made upon the body of another individual by the insertion of a pigment under the skin.
- (ii) An indelible design made upon the body of another individual by production of scars other than by branding.

Section 9.00013 TEMPORARY BODY ART FACILITY means a body art facility that operates at a fixed or temporary location in this state for a time period that does not exceed 14 consecutive days and includes out-of-state facilities operating within this state.

Section 9.1 – AUTHORITY AND ADMINISTRATION

These minimum standards for body art establishments are hereby established pursuant to authority conferred upon Genesee County Health Department. Section 1.0 and Section 4.0 of the Genesee County Regulation to require license

to operate a body art establishment and to establish minimum standards for body art establishments. See MCL 333.1301 et seq.

Section 9.2 PURPOSE

Injuries, infections and disease transmissions may occur as a result of improper body art or aftercare procedures. Body art, by its nature, places individuals at risk for communicable disease transmission. Tattooing involves multiple intradermal injections of the skin by a small machine having one or more needles connected to tubes containing the dyes. Since tattooing involves injections under the skin, without proper sterilization and infection control practices, there is a risk for viral and bacterial infection. Additionally, blood is present in each procedure, increasing risk of infection by bloodborne pathogens to the technician. Therefore, these standards are established to safeguard the public health.

Section 9.3 – PREMISES

Section 9.301 SEPARATION OF ESTABLISHMENT

All establishments shall be completely separated by solid partitions or by walls extending from floor to ceiling, from any room used for human habitation, a food establishment or room where food is prepared, a hair salon, retail sales, or other such activity which may cause potential contamination of work surfaces.

Section 9.302 VERMIN

Any part of the establishment, its appurtenances or appertaining premises shall be kept free of vermin, insects or rodents.

Section 9.303 ANIMALS

No animals shall be allowed except service animals used by persons with disabilities. Fish aquariums shall be allowed in waiting rooms and non-procedural areas.

Section 9.304 WALLS, FLOORS, CEILINGS AND SURFACES

All walls, floors, ceilings and all procedure surfaces shall be smooth, free of open holes or cracks, light-colored, washable and in good repair and maintained in a clean, sanitary condition.

All procedure surfaces, including client chairs/benches, shall be of such construction as to be easily cleaned and sanitized after each client.

Section 9.305 FLOOR SPACE

There shall be a minimum of forty five (45) square feet of floor space for each technician in the establishment and each body art stations shall be separated by dividers, curtains, or partitions, at a minimum.

Section 9.306 VENTILATION AND LIGHTING

The establishment shall be well ventilated and provide with an artificial light source of at least twenty (20) foot candles three (3) feet off the floor, except that at least 100-foot candles shall be provided at the level where the body art procedure is being performed, and where instruments and sharps are assembled.

Section 9.307 HANDSINK

A separate, readily accessible, handsink with hot and cold running water, under pressure, preferably equipped with wrist or foot operated controls and supplied with liquid antimicrobial soap, disposable paper towels and a covered waste receptacle shall be readily accessible, and service no more than three technicians.

Section 9.308 LAVATORY AND TOILET

There shall be one lavatory and one toilet with a covered waste receptacle cleanable and kept clean.

Section 9.309 SMOKING/EATING

A person shall not be allowed to smoke, eat or drink within an area where body art is performed.

Section 9.310 WASTE RECEPTACLE

An establishment shall have at least one covered waste receptacle in each practitioner work area for non-bio-hazard waste. These waste receptacles shall be emptied daily and solid wastes removed from the premises at least weekly. Refuse containers shall be lidded, cleanable and kept clean.

Section 9.311 REGULATED WASTE

Regulated waste shall be placed in an approved "red" bag which is marked with the International bio-hazard waste. These waste receptacles shall be emptied daily and solid wastes removed from the premises at least weekly. Refuse containers shall be lidded, cleanable and kept clean.

Section 9.312 BLOODBORNE PATHOGENS

A person or establishment shall comply with all the rules on bloodborne pathogens which are prescribed by the Occupational Safety and Health Administration and by the Michigan Occupational Safety and Health Act.

SECTION 9.4 – PREPARATION AND CARE OF BODY ART AREA

Section 9.401 SKIN PREPARATION

Before performing a body art procedure, the immediate and surrounding area of the skin where the body art procedure is to be placed shall be washed with antimicrobial soap and water, iodine or an approved surgical skin preparation, depending on the type of body art to be performed.

In the event of blood flow, all products used to check the flow of blood or to absorb blood shall be single use and disposed of immediately after use in appropriate covered containers, unless the disposal products meet the definition of regulated waste.

Section 9.402 SHAVING

If shaving is necessary, single use disposable razors or safety razors with single service blades shall be used and discarded after each use and the reusable holder shall be autoclaved after use.

Following shaving, the skin and surrounding area will be washed with soap and water and the washing pad shall be discarded after a single use.

Section 9.5 – SINGLE USE EQUIPMENT/ITEMS

Section 9.501 SINGLE USE SHARPS (NEEDLES AND RAZORS)

Single use items shall not be used on more than one client for any reason.

After use, all single use needles, razors and other sharps shall be immediately disposed of in approved containers.

Section 9.502 SINGLE USE PRODUCTS

Petroleum jellies, soaps or other products used in the application of stencils shall be dispensed and applied on the area to be tattooed with sterile gauze, the gauze shall be discarded, or in a manner to prevent contamination of the original container and its contents.

All products applied to the skin, including body art stencils, shall be single use and disposable.

Section 9.503 ACETATE STENCILS

Acetate stencils shall be allowed for re-use if sanitization procedures are performed between uses.

SECTION 9.6 – SANITIZATION AND STERILIZATION

Section 9.601 INSTRUMENT CLEANING

All non-single-use, non-disposable instruments used for body art shall be cleaned thoroughly after each use by scrubbing with an appropriate soap or disinfectant solution and hot water or follow the manufacturer's instructions to remove blood and tissue residue.

All non-single use, non-disposable instruments shall be placed in an ultrasonic unit which will be operated in accordance with manufacturer's instructions.

Section 9.602 INSTRUMENT STERILIZATION

All cleaned, non-disposable instruments used for body art shall be packed in peel-packs and subsequently sterilized. It shall be used, cleaned, and maintained according to manufacturer's instruction. A copy of the manufacturer's recommended procedures for the operation of their sterilization unit must be available for inspection. Sterilizers shall be located away from work stations or areas frequented by the public.

All peel packs shall contain either a sterilizer indicator or internal temperature indicator and must be dated with an expiration date not to exceed 30 days.

Sterile equipment may not be used if the package has been breached or after the expiration date without first repackaging and resterilizing.

After sterilization, the instruments and reusable needles used for body art shall be stored in sterile packages in a dry, clean cabinet or other tightly covered container reserved for the storage of such instruments and remain stored until just prior to performing a procedure.

When assembling instruments used for performing body art procedures, the operator shall wear disposable medical gloves and use medically recognized techniques to ensure that the instruments and gloves are not contaminated.

Each operator shall demonstrate that the sterilizer used is capable of attaining sterilization by monthly spore destruction tests, verified through an independent laboratory. These test records shall be retained for a period of three (3) years.

Section 9.603 INKS AND PIGMENTS

All inks, dyes, pigment, needles and equipment shall be specifically manufactured for performing body art procedures and shall be used according to manufacturer's instructions.

Immediately before applying a tattoo, the quantity of the dye to be used shall be transferred from the dye bottle and placed into single use paper cups or plastic cups. The mixing of approved inks, dyes or pigments or their dilution with potable water is acceptable.

Upon completion of the tattoo, these single cups or caps and their contents shall be discarded.

Section 9.604 CLOTH ITEMS

Reusable cloth items shall be mechanically washed with detergent and dried after each use. The cloth items shall be stored in a dry, clean environment until used.

SECTION 9.7 – PERSONAL CLEANLINESS AND HYGIENIC PRACTICES

Section 9.701 PERSONAL CLEANLINESS

The technician shall maintain a high degree of personal cleanliness, conform to hygienic practices and wear clean clothes when performing body art.

Before performing body art procedures, the technician must thoroughly wash their hands in hot running water with liquid microbial soap, then rinse hands and dry with disposable paper towels.

In performing body art procedures, the technician shall wear disposable medical gloves. Gloves must be changed if they become contaminated by contact with any non-clean surfaces or objects or contact with a third person. The gloves shall be discarded at a minimum, after the completion of each procedure on an individual client and hands washed prior to donning the next set of gloves. Under no circumstances shall a single pair of gloves be use on more than one person.

If, while performing a body art procedure, the technician's glove is pierced, torn, or otherwise contaminated, the procedure listed above shall be repeated immediately. The contaminated gloves shall be immediately discarded and the hands washed thoroughly before a fresh pair of gloves are applied.

Any item or instrument used for body art which is contaminated during the procedure shall be discarded and replaced immediately with a new disposable item or a new sterilized instrument or item before the procedure resumes.

Date of adoption by Genesee County Health Department-Genesee County Board of Health: April 17, 2001; Date of approval by Genesee County Board of Commissioners: May 8, 2001; Date of publication of public notice in The Flint Journal newspaper: May 10, 2001.

REPRODUCTION

Copies of the Genesee County Environmental Health Regulations (entire bound edition) are available at \$5.00 each; individual Chapters are available free upon request and will be furnished to those for which a permit function is involved as a part of that transaction. The Regulations or its Chapters may be reproduced without permission of the County of Genesee.

APPROVAL

The foregoing provisions were approved by the Genesee County Board of Health and adopted by the Genesee County Board of Commissioners on December 19, 1989. The Regulations shall become effective January 1, 1990.

GENESEE COUNTY BOARD OF HEALTH:

Comm. Randy C. Ensley, Chairperson
Comm. Deborah Cherry
Comm. Vera B. Rison
Wendell B. Harris, D.O.
Thomas Howes

GENESEE COUNTY BOARD OF COMMISSIONERS:

Comm. Daniel T. Kildee, Chairperson
Comm. James D. Cole
Comm. Rosalyn Bogardus
Comm. Sylvester Broome, Jr.
Comm. Arthur A. Busch
Comm. Deborah Cherry
Comm. Candace Curtis
Comm. Randy Ensley
Comm. Vera B. Rison

I, John H. Trecha, Clerk of said County of Genesee and Clerk of the Circuit Court for said County do hereby certify that I have compared the foregoing photographic copy of Genesee County Environmental Health Regulations with the original record now remaining in my office and it is a true and exact photographic reproduction and whole of such original record. In testimony whereof, I have hereunto set my hand, and affixed the seal of said Court and County, this 20th day of December A.D. 1989.

Genesee County

Board of Commissioner

BY

Deputy County Clerk

Daniel T. Kildee Chairperson

, Clerk Approved

John H. Trecha

Resolution #89-692



Genesee County

Staff Report

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

File #: RES-2025-2310

Agenda Date: 10/8/2025

Agenda #: 2.

To: Charles Winfrey, Human Services Committee Chairperson

From: Pamela Coleman, GCCARD Director

RE: Approval of an agreement between Genesee County and the Michigan Department of Education Commodity Supplemental Food Program for the fiscal year ending 2026

BOARD ACTION REQUESTED:

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to accept an agreement between Genesee County and the Michigan Department of Education (MDE) for the Commodity Supplemental Food Program (CSFP) for fiscal year 2026 (FY26), with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

BACKGROUND:

GCCARD's USDA Supplemental Food Program received notification from MDE to act as sub distributor of United States Department of Agriculture (USDA) foods for CSFP for the period of October 01, 2025, through September 30, 2026. GCCARD will store and distribute USDA foods. CSFP foods will be distributed monthly to eligible seniors (aged 60 and over) of Genesee County.

DISCUSSION:

CSFP foods are shelf-stable and are distributed monthly to eligible Genesee County residents, specifically, seniors aged 60 and over. The period of this agreement is October 01, 2025, through September 30, 2026.

IMPACT ON HUMAN RESOURCES:

There will be no impact on Human Resources.

IMPACT ON BUDGET:

Budget will be uploaded at a later date. **No General Fund appropriation is required for this request.**

IMPACT ON FACILITIES:

There will be no impact on facilities.

IMPACT ON TECHNOLOGY:

There will be no impact on technology.

CONFORMITY TO COUNTY PRIORITIES:

This agreement conforms to Genesee County's priority of Healthy, Livable, and Safe Communities by ensuring that Genesee County seniors have access to healthy, shelf-stable foods for use in preparation of nutritious meals for themselves and their families.

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 a Commodity Supplemental Food Program Agreement between Genesee County and the Michigan Department of Education, whereby GCCARD will act as sub distributor of United States Department of Agriculture Foods to Genesee County seniors, aged 60 and over, for the term commencing October 1, 2025, through September 30, 2026, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the October 8, 2025 meeting of the Human Services Committee of this Board).

AUTHORITY: 7 CFR, Parts 247 and 250 CFDA: #10.565 Commodity Supplemental Food Program COMPLETION: REQUIRED.	Michigan Department of Education Office of Nutrition Services Food Distribution Unit P.O. Box 30008 Lansing, Michigan 48909	Questions about this agreement may be directed to 517-241-5349.
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Commodity Supplemental Food Program (CSFP) Agreement Fiscal Year 2026

This agreement is between the Michigan Department of Education (MDE or State Agency (SA)) and the Local Agency (LA) who is applying to act as a subdistributor for United States Department of Agriculture foods (USDA Foods or CSFP Foods) to eligible recipients in its service area. Terms of this agreement apply to the Commodity Supplemental Food Program.

Submission of this application represents an agreement to comply with the requirements in 7 CFR Part 247 and Part 250, and other pertinent regulations, instructions, guidance, and requirements referenced as directed by the USDA and the MDE.

This agreement pertains to Fiscal Year 2026, October 1, 2025, through September 30, 2026, and any additional periods agreed to by the State Agency and the Local Agency.

Either party may terminate this agreement with 30 days' written notice. MDE reserves the right to terminate this agreement, through written notification, for failure of the LA to comply with this agreement's provisions and/or applicable requirements.

The Eligible Recipient Agency agrees to:

1. Food Ordering

- a) The LA will comply with USDA and the SA's ordering requirements, including but not limited to, ordering CSFP required quantities of food categories, order submission due dates, and transfer request deadlines.
- b) The LA will order CSFP Food through the Web Based Supply Chain Management (WBSCM) system.
- c) The LA will order CSFP Foods through direct delivery or multi-delivery, as guided by the SA.

2. Warehousing / Inventory Controls

- a) Warehouses where CSFP Foods are stored will be licensed by the Michigan Department of Agriculture and Rural Development (MDARD).
- b) The LA will not store CSFP Foods in private homes or unlicensed locations.
- c) The LA will have effective inventory procedures and practices, including but not limited to, proper storage facilities and trained staff to fulfill all requirements as set out by USDA instructions.
- d) The LA will comply with all food safety requirements and food recall procedures.
- e) The LA will receipt all deliveries into WBSCM within two calendar days of delivery.
- f) The LA will report CSFP Foods complaints to the SA.
- g) The LA will report all food losses to the SA through the established procedure, including seeking the SA's pre-approval before disposing of a case or more of CSFP Foods per incident.
- h) The LA will not store more than three months' volume of inventory holding.
- i) If the LA has an abundance of CSFP Foods it cannot distribute in a timely manner, the LA or the SA may request to transfer food to another agency.

3. Participant Data

- a) The LA will keep all CSFP participant information confidential.
- b) The LA will collect participant data as required.
- c) The LA will distribute CSFP food packages free of charge to approved participants.
- d) The LA will take steps to prevent dual participation.

- e) The LA will follow all USDA and SA guidance pertaining to participation certification and re-certification.

4. Distribution

- a) The LA will list all CSFP distribution sites by name and address in the application.
- b) The LA will have a signed SA-approved agreement with any location where CSFP Foods are distributed.
- c) The LA must have annual, documented current good tax-exempt status for all sites where CSFP Foods are distributed.
- d) The LA will distribute CSFP food packages in accordance with current USDA food categories and required quantity rates.
- e) The LA will distribute CSFP food packages monthly or bimonthly (current and following month).
- f) The LA will request retro-distribution of CSFP packages, if necessary, from the SA.
- g) The LA will be responsible for all activities at these sites during CSFP distribution.
- h) The LA will have effective distribution procedures and practices, including but not limited to, monthly or bi-monthly distribution, distribution in ways that do not encourage waste, deterioration, or misuse, and will comply with USDA and SA distribution requirements and requests related to CSFP Foods distribution.
- i) The LA must have SA pre-approval before any significant changes are made to the LA's distribution practices.

5. Civil Rights

- a) The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, including gender identity and sexual orientation, 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 program applicant receives Federal financial assistance from FNS (USDA-Food and Nutrition Service); and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
- b) The LA will comply with all Civil Rights USDA and SA guidance, including but not limited to annual Civil Rights training for all relevant staff and volunteers, appropriate outreach, Limited English Proficiency requirements, using current nondiscrimination language and postings.
- c) The LA will not conduct any political or religious activities in conjunction with the CSFP.

6. Financial Management

- a) The LA will draw or obtain funds from the MDE and State systems.
- b) The LA will maintain general ledgers to document allowable costs and reconcile MDE and State systems draws.
- c) The LA is responsible for the value of any food loss due to negligence, improper storage practices, or damage to the warehouse facility. The SA may require reimbursement for lost product due to improper storage or warehousing practices. This may be required for single incident losses over \$500 and/or cumulative losses of \$500 that are a result of repeated warehousing practices that contribute to or cause recurring loss of product(s).
- d) The LA is responsible for any misuse of program funds.
- e) The LA is responsible to reimburse the SA if the foods are sold or traded.
- f) The LA will make sure that any contractor or vendor with whom it pays more than \$25,000 of CSFP funds is in good standing according to the Excluded Parties List System (EPLS).

7. Reporting and Recordkeeping

- a) The LA will submit the monthly FNS-153 to report CSFP food inventory and participation data and/or through other means, as directed by the SA.
- b) The LA will submit the annual FNS-191 ethnic/racial data collection results to the SA, as requested.
- c) The LA will submit nutrition education evaluation data as requested by the SA.

- d) The LA will maintain all CSFP records for a period of three years plus the current fiscal year, or until all open audits or investigations are closed and permission to destroy is received.

8. Other Program Requirements

- a) The LA will provide its name and address for receiving CSFP Foods and administrative funds in the application.
- b) The LA will assign two trained staff members to approve requests for food orders, reports, and other documents necessary for the management of the CSFP.
- c) The LA will attend all required meetings by the SA, including calls and in-person meetings.
- d) The LA will provide nutrition education as required.
- e) The LA will provide information on the Supplemental Nutrition Assistance Program (SNAP) and Social Security benefits.
- f) The LA will provide information on the Senior Farmers' Market Nutrition Program (SFMNP) referred to as Senior Project Fresh in Michigan, and other service programs as directed by USDA-FNS and the SA.
- g) The LA will allow the USDA and/or the SA to review all inventory, facilities, and records pertaining to the CSFP, as requested.
- h) The LA must receive the SA's approval before sub-contracting any part of this agreement.

The State Agency agrees to:

1. Food Ordering

- a) The SA will provide direction to ordering CSFP Foods based on the LA's caseload allocation.
- b) The SA will provide annual, quarterly, and monthly ordering information/deadlines to the LA.
- c) The SA will provide Order Status Reports from WBSCM.
- d) The SA will monitor the LA's inventory and provide guidance as necessary.
- e) The SA has the right to adjust the LA's delivery date or quantity if less than a full truck load is ordered.
- f) The SA will assist the LA with ordering CSFP Foods as appropriate.

2. Warehousing / Inventory Controls

- a) The SA will provide guidance and resources on food safety, food recall, and effective inventory practices.
- b) The SA will submit all CSFP Foods complaints in WBSCM.
- c) The SA will assist with CSFP Foods transfers.

3. Participant Data

- a) The SA will provide guidance and instruction for participant data, including but not limited to eligibility requirements, and collection methods.

4. Distribution

- a) The SA will provide guidance and instruction for site management where CSFP Foods are distributed, including but not limited to distribution methods and procedures.

5. Civil Rights

- a) The SA will provide guidance and instruction for all Civil Rights compliance.
- b) The SA will submit Civil Rights complaints to USDA as appropriate.

6. Financial Management

- a) The SA will provide payments to the LA through the MDE and State systems.
- b) The SA will provide guidance and instruction for CSFP funding, including but not limited to allowable costs, procurement, reimbursement, and accounting and audit requirements.

7. Reporting and Recordkeeping

- a) The SA will review the CSFP LA and related operations per regulations and USDA guidance.
- b) The SA will provide an ending fiscal year Value of Commodities received report.

8. Other Program Requirements

- a) The SA will provide guidance and instruction for the annual application and MDE and State payment systems.
- b) The SA will provide, at a minimum, monthly Program trainings for LAs.
- c) The SA will provide monthly nutrition education templates, nutrition evaluation directions, Senior Project Fresh and other programs' information.
- d) The SA will monitor the LA's CSFP operations as appropriate.
- e) The SA will survey LAs to make necessary amendments to CSFP State Plan and submit said plan as required.
- f) The SA will provide information and guidance as announced by USDA.



Genesee County

Staff Report

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

File #: RES-2025-2311

Agenda Date: 10/8/2025

Agenda #: 3.

To: Charles Winfrey, Human Services Committee Chairperson

From: Pamela Coleman, GCCARD Director

RE: Approval of an agreement between Genesee County and the Michigan Department of Education to provide for the Emergency Food Assistance Program for fiscal year ending 2026

BOARD ACTION REQUESTED:

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to accept an agreement between Genesee County and the Michigan Department of Education (MDE) for The Emergency Food Assistance Program (TEFAP) for fiscal year 2026 (FY26), with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

BACKGROUND:

GCCARD's USDA Supplemental Food Program received notification from MDE to act as sub distributor of United States Department of Agriculture (USDA) foods for TEFAP for the period of October 01, 2025, through September 30, 2026. GCCARD will store and distribute USDA foods. TEFAP foods will be distributed to individuals and families facing food crisis in Genesee County.

DISCUSSION:

TEFAP is a federal program that helps supplement the diets of income-eligible individuals and families, by providing them with emergency food assistance at no cost. The period of this agreement covers October 01, 2025, through September 30, 2026.

IMPACT ON HUMAN RESOURCES:

There will be no impact on Human Resources.

IMPACT ON BUDGET:

Budget will be uploaded at a later date. **No General Fund appropriation is required for this request.**

IMPACT ON FACILITIES:

There will be no impact on facilities.

IMPACT ON TECHNOLOGY:

There will be no impact on technology.

CONFORMITY TO COUNTY PRIORITIES:

This agreement conforms to Genesee County's priority of Healthy, Livable, and Safe Communities by ensuring that Genesee County residents have access to healthy ingredients so they may create nutritious meals for themselves and their families.

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 Emergency Food Assistance Agreement between Genesee County and the Michigan Department of Education, whereby GCCARD will act as sub distributor of United States Department of Agriculture Foods to Genesee County residents facing a self-declared food crisis, for the term commencing October 1, 2025, through September 30, 2026, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the October 8, 2025 meeting of the Human Services Committee of this Board).

AUTHORITY: 7 CFR, Parts 250 and 251. CFDA: #10.568 and #10.569 The Emergency Food Assistance Program COMPLETION: REQUIRED.	Michigan Department of Education Office of Nutrition Services Food Distribution Unit P.O. Box 30008 Lansing, Michigan 48909	Questions about this agreement may be directed to 517-241-5349.
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The Emergency Food Assistance Program (TEFAP) Agreement Fiscal Year 2026

This agreement is between the Michigan Department of Education (MDE or State Agency (SA)) and the Eligible Recipient Agency (ERA) who is applying to act as a subdistributor for United States Department of Agriculture foods (USDA Foods or TEFAP Foods) to eligible recipients in its service area. Terms of this agreement apply to The Emergency Food Assistance Program and any other USDA programs that use TEFAP Foods or TEFAP-related Foods. TEFAP-related foods are referred in this agreement only as TEFAP Foods, but the same conditions apply, unless otherwise stated.

Submission of this application represents an agreement to comply with the requirements in 7 CFR Part 250 and Part 251, and other pertinent regulations, instructions, guidance, and requirements as directed by the USDA and the MDE.

This agreement pertains to Fiscal Year 2026, October 1, 2025, through September 30, 2026, and any additional periods agreed to by the State Agency and the Eligible Recipient Agency.

Either party may terminate this agreement with 30 days' written notice. MDE reserves the right to terminate this agreement, through written notification, for failure of the ERA to comply with this agreement's provisions and/or applicable requirements.

The Eligible Recipient Agency agrees to:

1. Food Ordering

- a) The ERA will comply with USDA and the SA's ordering requirements, including but not limited to, ordering entitlement values, and bonus foods, order submission due dates, and transfer request deadlines.
- b) The ERA will order TEFAP Food through the Web Based Supply Chain Management (WBSCM) system.
- c) The ERA will order TEFAP Food in truck-size quantities and its parts, as guided by the SA.
- d) Agencies in ordering partnerships will have signed agreements that are submitted to MDE by October 1, 2025.

2. Warehousing / Inventory Controls

- a) Warehouses where TEFAP Foods are stored will be licensed by the Michigan Department of Agriculture and Rural Development (MDARD).
- b) The ERA will not store TEFAP Foods in private homes or unlicensed locations.
- c) The ERA will have effective inventory procedures and practices, including but not limited to, proper storage facilities and trained staff to fulfill all requirements as set out by USDA instructions.
- d) The ERA will comply with all food safety requirements and food recall procedures.
- e) The ERA will receipt all deliveries into WBSCM within two calendar days of delivery.
- f) The ERA will report TEFAP Foods complaints to the SA.
- g) The ERA will report all food losses to the SA through the established procedure, including seeking the SA's pre-approval before disposing of a case or more of TEFAP Foods per incident.
- h) The ERA will not store more than six months' volume of inventory holding.
- i) If the ERA has an abundance of TEFAP Foods it cannot distribute in a timely manner, the ERA or the SA may request to transfer food to another agency.

3. Participant Data

- a) The ERA will keep all TEFAP participant information confidential.

- b) The ERA will collect participant data as required.
- c) The ERA will distribute TEFAP Foods free of charge to self-declared eligible participants.

4. Distribution

- a) The ERA will list all TEFAP distribution sites by name and address in the application.
- b) The ERA will have a signed SA-approved agreement with any location where TEFAP Foods are distributed.
- c) The ERA must have annual, documented current good tax-exempt status for all sites where TEFAP Foods are distributed.
- d) The ERA will be responsible for all activities at these sites during TEFAP distribution.
- e) The ERA will have effective distribution procedures and practices, including but not limited to, expeditious distribution of TEFAP Foods, a minimum of quarterly distribution, distribution in ways that do not encourage waste, deterioration, or misuse, and will comply with USDA and SA distribution requirements and requests related to TEFAP Foods distribution.
- f) The ERA must have SA pre-approval before any significant changes are made to the ERA's distribution practices.

5. Civil Rights

- a) The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, including gender identity and sexual orientation, 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 program applicant receives Federal financial assistance from FNS (USDA-Food and Nutrition Service); and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
- b) The ERA will comply with all Civil Rights USDA and SA guidance, including but not limited to annual Civil Rights training for all relevant staff and volunteers, appropriate outreach, Limited English Proficiency requirements, using current nondiscrimination language and postings.
- c) The ERA will not conduct any political or religious activities in conjunction with TEFAP.

6. Financial Management

- a) The ERA will draw or obtain funds from the MDE and State systems.
- b) The ERA will maintain general ledgers to document allowable costs and reconcile MDE and State systems draws.
- c) The ERA is responsible for the value of any food loss due to negligence, improper storage practices, or damage to the warehouse facility. The SA may require reimbursement for lost product due to improper storage or warehousing practices. This may be required for single incident losses over \$500 and/or cumulative losses of \$500 that are a result of repeated warehousing practices that contribute to or cause recurring loss of product(s).
- d) The ERA is responsible for any misuse of program funds.
- e) The ERA is responsible to reimburse the SA if the foods are sold or traded.
- f) The ERA will make sure that any contractor or vendor with whom it pays more than \$25,000 of TEFAP funds is in good standing according to the Excluded Parties List System (EPLS).

7. Reporting and Recordkeeping

- a) The ERA will submit all food inventory and participation data as requested by the SA.
- b) The ERA will maintain all TEFAP records for a period of three years plus the current fiscal year, or until all open audits or investigations are closed and permission to destroy is received.

8. Other Program Requirements

- a) The ERA will provide its name and address for receiving USDA Foods and administrative funds in the

- application.
- b) The ERA will assign two trained staff members to approve requests for food orders, reports, and other documents necessary for the management of TEFAP.
- c) The ERA will attend all required meetings by the SA, including calls and in-person meetings.
- d) The ERA will allow the USDA and/or the SA to review all inventory, facilities, and records pertaining to TEFAP, as requested.
- e) The ERA must receive the SA's approval before sub-contracting any part of this agreement.

The State Agency agrees to:

1. Food Ordering

- a) The SA will provide entitlement, bonus, and other TEFAP Foods-offerings to ERA based on established allocations.
- b) The SA will provide annual and quarterly ordering information/deadlines to the ERA.
- c) The SA will monitor State and ERA entitlement balances and provide ordering guidance and direction.
- d) The SA has the right to adjust the ERA's delivery date or quantity if less than a full truck load is ordered.
- e) The SA will assist ERAs with ordering TEFAP Foods as appropriate.

2. Warehousing / Inventory Controls

- a) The SA will provide guidance and resources on food safety, food recall, and effective inventory practices.
- b) The SA will submit all TEFAP Foods complaints in WBSCM.
- c) The SA will assist with TEFAP Foods transfers.

3. Participant Data

- a) The SA will provide guidance and instruction for participant data, including but not limited to eligibility requirements, and collection methods.

4. Distribution

- a) The SA will provide guidance and instruction for site management where TEFAP Foods are distributed, including but not limited to distribution methods and procedures.

5. Civil Rights

- a) The SA will provide guidance and instruction for all Civil Rights compliance.
- b) The SA will submit Civil Rights complaints to USDA as appropriate.

6. Financial Management

- a) The SA will provide payments to the ERA through the MDE and State systems.
- b) The SA will provide guidance and instruction for TEFAP funding, including but not limited to allowable costs, procurement, reimbursement, and accounting and audit requirements.

7. Reporting and Recordkeeping

- a) The SA will review TEFAP ERA and related operations per regulations and USDA guidance.
- b) The SA will provide an ending fiscal year Value of Commodities received report.

8. Other Program Requirements

- a) The SA will provide guidance and instruction for the annual application and MDE and State payment systems.
- b) The SA will provide, at a minimum, monthly Program trainings for ERAs.
- c) The SA will monitor ERAs TEFAP operations as appropriate.
- d) The SA will survey ERAs to make necessary amendments to TEFAP State Plan and submit said plan as required.
- e) The SA will provide information and guidance as announced by USDA.



Genesee County

Staff Report

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

File #: RES-2025-2350

Agenda Date: 10/8/2025

Agenda #: 4.

To: Charles Winfrey, Human Services Committee Chairperson

From: Michelle Estell, RS, MA, Health Officer

RE: Approval of an agreement between Genesee County and Mott Children's Health Center, in an amount not to exceed \$66,509.00, to provide for the Kindergarten Oral Health Assessment Program; the term of this agreement is October 1, 2025 through September 30, 2026; the cost of this agreement will be paid from account 2211-607.02-801.000

BOARD ACTION REQUESTED:

Approval to extend the contract with Mott Children's Health Center to provide oral health screenings to children entering kindergarten.

BACKGROUND:

The Michigan Public Health Code requires that all children entering kindergarten have an oral health assessment prior to starting school [[MCL 333.9316 <https://www.legislature.mi.gov/\(S\(frkl5kqd2fpymo2b1eucvj10\)\)/mileg.aspx?page=getobject&objectname=mcl-333-9316&query=on&highlight=dental>](https://www.legislature.mi.gov/(S(frkl5kqd2fpymo2b1eucvj10))/mileg.aspx?page=getobject&objectname=mcl-333-9316&query=on&highlight=dental)]. The Public Health Code also requires that the Michigan Department of Health and Human Services (MDHHS) establish and maintain a dental oral health assessment program in each area of the state served by a local health department (LHD). To accomplish this, MDHHS funds LHDs to conduct oral health assessments.

DISCUSSION:

The Genesee County Health Department has contracted with Mott Children's Health Dental Center (MCHC) to provide these services since the KOHA program's inception in 2023. MCHC is a trusted community resource with dental expertise and professional staff in place to go into all local schools and provide oral health screenings free of charge to local families. **No additional county appropriation is needed.**

IMPACT ON HUMAN RESOURCES:

There is no expected impact on facilities.

IMPACT ON BUDGET:

Costs for this contract are budgeted in FY25-26 from the account 2211-607.02-801.000 and are not to exceed \$66,509.00. **No additional county appropriation is needed.**

IMPACT ON FACILITIES:

There is no expected impact on facilities.

IMPACT ON TECHNOLOGY:

Standard forms of communication (email, phone, virtual meetings) technology will be utilized to communicate with MCHC staff.

CONFORMITY TO COUNTY PRIORITIES:

The KOHA program contributes to a healthy, livable, and safe community by promoting early detection of dental issues, improving school readiness, and reducing health disparities. It ensures equitable access to preventive care for children, particularly in underserved areas, while fostering trust and collaboration between public health, schools, and families. This proactive approach enhances overall well-being and supports academic success, aligning with public health priorities.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Health Officer to authorize extending the contract between Genesee County and Mott Children's Health Center, for services related to the Kindergarten Oral Health Assessment (KOHA) program, for the period commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed \$66,509.00 to be paid from account 2211-607.02-801.000, with no additional county appropriation required, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the October 8, 2025 meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to execute the contract extension on behalf of Genesee County.

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

This Amendment is effective October 1, 2025, and is between Genesee County, Michigan, a Michigan Municipal Corporation, whose principal place of business is located at 324 S. Saginaw Street, Flint, Michigan 48502 (the "County"), and Mott Children's Health Center, a Michigan Children's Health Center, whose principal place of business is located at 806 Turri Place, Flint, MI 48503 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a Professional Services Contract effective October 1, 2024 (the "Agreement"), pursuant to which the Contractor would provide oral health assessments to kindergarten aged children in Genesee County schools in accordance with the guidance from the Michigan Department of Health and Human Services as described in Exhibit A; and

WHEREAS, the Genesee County Board of Commissioners authorized the original Professional Services Contract by Resolution # 24-1498; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for an additional 12-month period commencing October 1, 2025, through September 30, 2026.

NOW THEREFORE, the Parties agree as follows:

1. The term of the contract extension shall commence October 1, 2025, through September 30, 2026, at a total cost not to exceed \$66,509.00. See amended budget in Exhibit B.
2. The remaining terms of the agreement remain unchanged and in full effect.

MOTT CHILDREN'S HEALTH
CENTER

COUNTY OF GENESEE

By: _____
Todd Wiseley, President & CEO
Mott Children's Health Center

By: _____
Delrico J. Loyd, Chairman
Board of Commissioners

Date: _____

Date: _____

RECIPIENT CHECKLIST FOR DETERMINING IF THE ENTITY RECEIVING FUNDS HAS A CONTRACTOR OR SUBRECIPIENT RELATIONSHIP

This document is intended to help a recipient of federal funds make a judgment as to whether each agreement it makes, for the disbursement of federal program funds, casts the entity receiving the funds in the role of a subrecipient or a contractor. Based on 2 CFR Chapter I, Chapter II, Part 200 et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), issued by the U.S. Office of Management and Budget (OMB) on December 26, 2013, and effective for non-federal entities on December 26, 2014, the following information is intended for use by all non-federal entities.

Important Terms:

Recipient: A non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients. (See 2 CFR 200.86 of the Uniform Guidance.)

Subrecipient: A non-federal entity that receives a subaward for the purpose of carrying out part of a federal award. The subaward creates a federal assistance relationship with the subrecipient. (See 2 CFR 200.93 & .330 (a) of the Uniform Guidance.)

Contractor: A non-federal entity that receives a contract for the purpose of providing goods and services for the awarding non-federal entity's own use. The contract creates a procurement relationship with the contractor. The Uniform Guidance replaced the term "Vendor" with "Contractor." (See 2 CFR 200.22 & .330 (b) of the Uniform Guidance.)

Instructions: The "Characteristics" column in this checklist is based on language in the Uniform Guidance. The column lists characteristics that support the classification of a non-federal entity as a subrecipient or contractor. Since all of the characteristics listed may not be present in all cases, the Uniform Guidance recognizes that the recipient "...must use judgment in classifying each agreement as a subaward or a procurement contract." (2 CFR 200.330 (c).) In the "Explanations" column, AGA provides additional information to assist in answering the questions under "Characteristics." Answer each question by checking "yes" or "no" where indicated. Based on responses to the questions, a key provided at the end of each section will help in making a judgment as to whether a subrecipient or contractor relationship exists. White space is provided in between the "Characteristics" column and the "Explanation" column so that users can tailor this checklist to accommodate the unique aspects of various programs or jurisdictions.

Note: One check in a subrecipient box does not necessarily mean the entity is a subrecipient. A judgment should be based on the totality of responses.

Office _____

Entity receiving funds _____

Funding Source(s) _____

Notes:

CHARACTERISTICS

EXPLANATIONS

Decision Making Authority

200.330 a. 1 Determines who is eligible to receive what Federal assistance;

a. Does the entity determine who is eligible to participate in the federal program?

Yes	No
☐	☐

200.330 a.3 Has responsibility for programmatic decision making;

a. Does the entity have the ability to make decisions about how services will be delivered to participants, in accordance with federal programmatic requirements?

Yes	No
☐	☐

OR

200.330 b.4 Provides goods or services that are ancillary to the operation of the Federal program;

b. Does the entity provide goods or services for the recipient's own use?

Yes	No
☐	☐

b. Does the entity provide services designated by the recipient to serve the recipient's participants without regard to specific federal programmatic requirements?

Yes	No
☐	☐

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to **EITHER** item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
☐	☐

If the entity determines whether a participant meets a federal program's eligibility requirements for assistance, it is most likely a subrecipient.

A contractor may provide services to clients in a program after eligibility has been determined by the recipient.

If the entity has authority to make decisions regarding the delivery of service, operations, or types of assistance provided within the terms of the agreement, it is typically a subrecipient.

If the entity provides goods or services directly to the recipient or to program participants at the direction of the recipient and does not make programmatic decisions or adhere to program requirements, it is typically a contractor.

Nature of Award

200.330 a. 2 Has its performance measured in relation to whether objectives of a federal program were met;

a. Are the scope of work (or portion, if applicable) and terms and conditions of the agreement the same for the entity as they are for the recipient that received the federal funds?

Yes	No
☐	☐

a. Is the entity carrying out completion of the goal of the grant (or part, if applicable) as stated in the federal award?

Yes	No
☐	☐

OR

200.330 b.5 Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. Does the recipient develop the scope of work and terms and conditions of the agreement to meet the recipient's needs?

Yes	No
☐	☐

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
☐	☐

If the entity is providing a service for the recipient to meet the goal of the grant, it is a contractor; if the entity is providing a service that carries out a goal within the scope of the grant, it is a subrecipient. When a grant program contains multiple goals, it is possible for the recipient to complete part of the goals and for the entity to perform another part.

If the scope of the agreement is per the federal program terms/guidance, the entity is a subrecipient. A subrecipient may also provide programmatic or progress reports to ensure compliance with federal program requirements.

Conversely, if the scope of the agreement is per the recipient's terms and not federal program guidance, and if the recipient's oversight is governed only by the contract terms and conditions, it is a contractor.

200.330 a.4 Is responsible for adherence to applicable Federal program requirements specified in the Federal award;

a. Funding to the entity depends on the entity's ability to best meet the objectives of the award. Although performance is measured against federal award objectives, the entity assumes little risk if the objectives are not met.

Yes	No
☐	☐

OR

200.330 b.5 Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. The entity assumes financial risk if they fail to deliver the goods or services agreed upon.

Yes	No
☐	☐

If you selected "yes" to item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
☐	☐

If the funding is given to the entity with a purpose of completing the goal of the grant, the recipient will be required to ensure the entity adheres to federal grant program guidance. The recipient will also be required to monitor the activities of the entity per Uniform Guidance section 200.331. The entity assumes little risk should federal grant guidance not be met. The risk falls with the recipient.

If the recipient directs specific activities to be completed by the entity, by providing goods or services, the risk falls on the entity to deliver, per the agreement terms. In this case, the entity would not be required to adhere to the federal grant program requirements, just the terms and conditions in the agreement with the recipient.

Criteria for Selection

EXPLANATIONS

200.330 a.5 In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

a. Does the entity demonstrate a financial or public need for funding to carry out a project or provide a service?

Yes	No
☐	☐

a. Will the entity be contributing match or other non-Federal funding in support of the award?

Yes	No
☐	☐

a. Will the entity be reimbursed for only actual costs incurred?

Yes	No
☐	☐

OR

200.330 b.3 Normally operates in a competitive environment;

b. Were procurement policies applied in the selection of the entity?

Yes	No
☐	☐

b. Was the entity's proposed price a factor in the selection process?

Yes	No
☐	☐

b. Will the entity derive a profit from the agreement?

Yes	No
☐	☐

If you selected "yes" to **ANY** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to **ANY** item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
☐	☐

If the entity was chosen because it has the best widgets or service for the price, it has a contractor relationship with the recipient. Typically, a procurement method is followed, such as a competitive bid or RFP process. In this type of agreement, the entity usually makes a profit by delivering this good or service to the recipient. Payments to contractors are typically made based on contract terms.

Conversely, if the entity was chosen because it was already providing a service within the guidelines of the grant program and wants to partner with the recipient to expand the delivery or assist in meeting the goal of the grant, it may be a subrecipient. Typically, the entity may not make a profit and may provide its own non-federal funding as match or cost sharing. The entity may have been chosen through an application process or an announcement of funding, as opposed to the procurement process described above. Payment to a subrecipient is generally based on actual expenses unless awarded on a fixed amount subaward (2 CFR 200.332). It is typical of subrecipients to submit budgets, financial reports, or copies of invoices to the recipient, to document activity.

Entity's Business Environment

EXPLANATIONS

200.330 b.1 Provides the goods and services within normal business operations;

b. Is the entity's normal business to provide the goods or services being purchased in the agreement?

Yes	No
☐	☐

200.330 b.2 Provides similar goods or services to many different purchasers;

b. Does the entity provide the same goods or services to other organizations?

Yes	No
☐	☐

If you selected "no" to **EITHER** item, it is an indicator of a subrecipient relationship.
If you selected "yes" to **BOTH** items, it is an indicator of a contractor relationship.

Subrecipient	Contractor
☐	☐

If a federal program provides funding to modify public buildings for handicapped accessibility and the recipient provides funds to an entity to update the entity's building, per the terms of the award, then a subrecipient relationship exists.

Conversely, if the recipient hires an entity to update their own building to be handicapped accessible, then a contractor relationship exists.

Determination

EXPLANATIONS

Final Determination

Subrecipient	Contractor
☐	☐

Review all the entries and make an overall determination of the relationship. **Check the appropriate box in this section.**

Determined by _____ (enter name of person initially making decision) _____ (date)

Approved by _____ (enter name of person reviewing) _____ (date)

*Based on the relationship determined above, see additional guidance on requirements governing agreements.
Section 200.331 - "Requirements for pass-through entities," for subrecipient agreements,
Section 200.317 through 200.326 - "Procurement Standards," for contractor agreements.*

EXHIBIT B
Contractor's Projected Budget
[10/1/25] to [9/30/26]

Mott Children's Health Center
KOHA Contract – October 1, 2025 to September 30, 2026
Budget Plan

	Estimated Plan - 10/1/25 to 9/30/26
Hygienist - Payroll/Fringes	\$ 19,325
Dental Assistant - Payroll/Fringes	\$ 13,572
Clinical Manager - Admin	\$ 15,844
Client Service Rep. No. 1	\$ 4,611
Client Service Rep. No. 2	\$ 5,457
<u>Supplies</u>	
Clerical	\$ 1,500
Clinical	\$ 3,700
Travel	\$ 2,500
Total	<u>\$ 66,509</u>



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? _____

- 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.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

Attached to and forming part of Policy Number:	First Named Insured:	Policy Period:
002MI000012423	Mott Childrens Health Center	01/01/2025 to 01/01/2026 At 12:01 AM Standard Time at the address of the First Named Insured as stated herein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
Genesee County Health Department

- A. Section II. Definition of Insured is amended to include as an additional INSURED the person(s) or organization(s) shown in the Schedule above, but only with respect to liability for INJURY caused, in whole or in part, by a NAMED INSURED'S acts or omissions or the acts or omissions of those acting on a NAMED INSURED'S behalf:
1. In the performance of a NAMED INSURED'S ongoing operations; or
 2. In connection with a NAMED INSURED'S premises owned by or rented to a NAMED INSURED.
- However:
1. The insurance afforded to such additional INSURED only applies to the extent permitted by law; and
 2. If coverage provided to the additional INSURED is required by a contract or agreement, the insurance afforded to such additional INSURED will not be broader than that which a NAMED INSURED is required by the contract or agreement to provide for such additional INSURED.
- B. With respect to the insurance afforded to the additional INSUREDS shown in the Schedule above, 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 Limit of Liability shown in the DECLARATIONS;
- whichever is less.

Nothing in this endorsement shall vary, alter, waive or extend any of the terms and conditions of the POLICY, other than as expressly stated above.



Joseph G. Murphy
President & CEO

Elizabeth B. Brodeur
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2024

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 1690 Watertown Pl Ste 500 East Lansing MI 48823	CONTACT NAME: Melissa Bain PHONE (A/C, No, Ext): 5177038739 E-MAIL ADDRESS: Missy_Bain@ajg.com FAX (A/C, No):
INSURED Mott Childrens Health Center 806 Tuuri Place Flint MI 48503	INSURER(S) AFFORDING COVERAGE INSURER A: ProSelect Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
License#: 0D69293 MOTTCHI-01	NAIC # 10638

COVERAGES**CERTIFICATE NUMBER:** 1171408119**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	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR Retro: 1/1/1987 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			002MI000012423	1/1/2025	1/1/2026	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 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Medical Professional Liability Claims Made Retro: 01/01/1987			002MI000012423	1/1/2025	1/1/2026	Per Claim \$1,000,000 Annual Aggregate \$3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**Mott Childrens Health Center
806 Tuuri Place
Flint MI 48503

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

AUTHORIZED REPRESENTATIVE

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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 **Mott Children's Health Center**, a **Michigan Children's Health Center** whose principal place of business is located at **806 Turri Place, Flint, MI 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").

2. Scope of Work

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

3. Compensation

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed \$66,511.00. The Contractor's projected budget for the Initial Term of this Contract is attached as Exhibit B (the "Budget"). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

- 3.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.
 - 3.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.
 - 3.3 The Contractor must provide to the County quarterly invoices in a form acceptable to the County, along with any supporting documentation such as time sheets and receipts for incurred expenses. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.
4. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.
5. **Contract Administrator**

The contract administrator for this Contract is **[Brad Snyder]** (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. Equipment Purchased with County Funds

9.1 The Contractor shall not purchase Equipment for the performance of this contract using funds provided by the County unless such purchase is clearly identified in a line item in Contractor's Budget.

9.2 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

9.3 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

10. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, 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.

11. Freedom of Information Act

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

12. Intellectual Property

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

13. Audit Rights

13.1 Certification of Accurate Information

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

13.2 Inspection

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

13.3 Audit

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

13.4 Records Retention

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

14. Identity Theft Prevention

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

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

15. Insurance Requirements and Indemnification

The Contractor 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.

Medical Professional Liability Insurance (including Abuse & Molestation) – in an amount not less than \$1,000,000 per occurrence and \$2,000,000 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.

15.1 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.

15.2 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.

16. Independent Contractor

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

17. General Provisions

17.1 Entire Contract

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

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – The Contractor's Budget

17.1.4. Exhibit C – 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.

17.2 No Assignment

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

17.3 Modification

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

17.4 Binding Effect

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

17.5 Headings

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

17.6 Governing Law and Venue

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

17.7 Subpoena Power

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

17.8 Severability and Survival

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

17.9 Interpretation

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

17.10 Remedies

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

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

MOTT CHILDREN'S HEALTH CENTER

By: Todd Wisely
Todd Wisely
President, CEO, Mott Children's
Health Center

Date: 12/14/24

COUNTY OF GENESEE

By: James Avery
James Avery, Chairperson
Board of County Commissioners

Date: 12/12/2024

EXHIBIT A

Description of the Services

On behalf of the Genesee County Health Department, Mott Children's Health Center will provide oral health assessments to kindergarten aged children in Genesee County schools in accordance with the guidance from the Michigan Department of Health and Human Services is attached below.

MCHC agrees to:

- **Administrative Duties**
 - Ensure compliance with PA161 and maintain a current Mobile Dental Permit.
 - Conduct oral health assessments for at least 50% of Genesee County kindergarteners eligible for free or reduced lunch.
 - Adhere to all safety and infection control standards during assessments.
 - Maintain and update KOHA database, including entering MDHHS-6067 data and managing patient records.
 - Communicate with parents/guardians of students with urgent or referred dental needs, providing dental referral guides and follow-up support as needed.
 - Ensure HIPAA compliance when mailing, emailing (encrypted), or printing MDHHS-6067 forms.
 - Forward completed MDHHS-6067 forms to billing for patient chart creation.
 - Store and manage MDHHS-6067 forms securely throughout the school year; shred forms after the school year ends.
 - Submit quarterly KOHA reports and invoices to the Genesee County Health Department (GCHD).
 - Annually review and update the GCHD contract and budget.
 - Attend required monthly, quarterly, and program/state meetings for updates and reporting.
- **Hygienist and Dental Assistant Duties**
 - Perform and document oral health assessments in schools.
- **CSR Duties**
 - Contact parents/guardians to confirm dental home status; assist in finding a dental home or scheduling with MCHC for urgent needs.
 - Document all correspondence and make at least three attempts to contact parents/guardians.
 - Provide replacement MDHHS-6067 forms upon request, ensuring compliance with HIPAA guidelines.

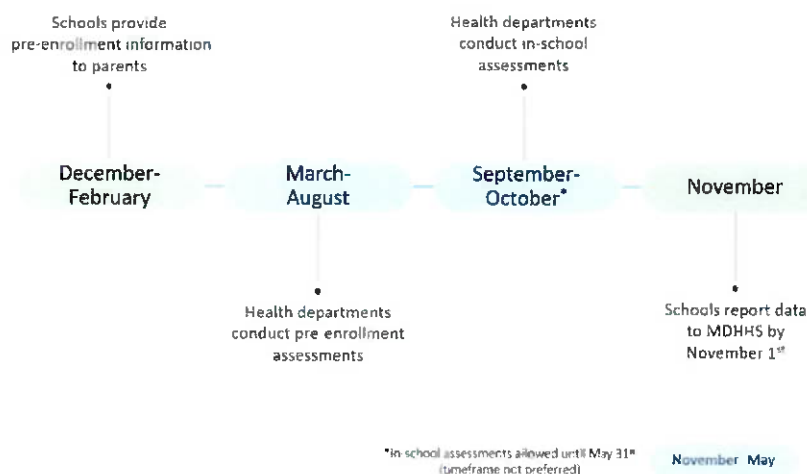
GCHD agrees to:

- Serve as the primary KOHA contact for schools and families.
- Spring: Schedule screenings for Kindergarten Registration, School District Events, and Summer Programs across Genesee County.
- Fall: Coordinate with schools housing Kindergarten classes to schedule screenings for children not yet screened.
- Develop and implement an outreach plan to inform families, schools, daycare facilities, and other stakeholders about KOHA.
- Submit quarterly reports to MDHHS.

Assessments

- The assessments should be offered to all eligible children within an LHD's service area at no cost and regardless of insurance status. Insurance may be billed for the service.
- Parents/guardians can opt-out of a dental assessment by providing a written statement of exemption to the school under Section 9311 of Public Act 368 of 1978 [[MCL 333.9311](#)].
- The assessments must be performed by a Registered Dental Hygienist or Dentist.
- A dental assessment is required before the child's first day of school. Therefore, every effort should be made to assess as many children as possible prior to the start of the kindergarten school year. No assessments should be done earlier than 6 months prior to the start of the kindergarten school year. Assessments should be made available throughout the kindergarten school year for children who did not have an assessment done prior to starting school.

KOHA TIMELINE



Documentation

- The results of the assessment must be documented on form MDHHS-6067. A copy of the completed, signed form must be provided to the parent/guardian in a manner that reasonably safeguards against accidental disclosure of protected health information.
 - form MDHHS-3305 (Health Appraisal Form) may be used in lieu of MDHHS-6067 if the parent/guardian presents it at the time of assessment or a school requires its use. The 3305 Form should be distributed and retained in the same manner as MDHHS-6067.
- The Recommendations portion of MDHHS-6067 must be filled out completely by the person performing the assessment, signed and dated. Only categories of need are documented on the assessment form. The presence of fillings, sealants, silver diamine fluoride, missing teeth, etc is not documented.

Kindergarten Oral Health Assessment Program Guidelines

The Michigan Public Health Code requires that all children entering their first year of school have an oral health assessment prior to starting school [[MCL 333.9316](#)]. The Public Health Code also requires that the Michigan Department of Health and Human Services (MDHHS) establish and maintain a dental oral health assessment program in each area of the state served by a local health department (LHD).

To accomplish this, MDHHS funds LHDs to conduct the oral health assessments. This Kindergarten Oral Health Assessment Program (KOHA) guidance is for use by LHDs and any subcontracted dental agency an LHD employs to conduct the oral health assessments.

Roles and Responsibilities

- **Parent(s)/Guardian(s)** are responsible for having their child's dental assessment completed prior to the first day of kindergarten.
- **Schools** facilitate the assessments by communicating the requirement to parents/guardians and by including local health department dental assessment staff in their Roundups or registration events, if available.
- **LHDs** offer no-cost dental assessments to all eligible children within their service area and coordinate events with local schools and pre-K settings.

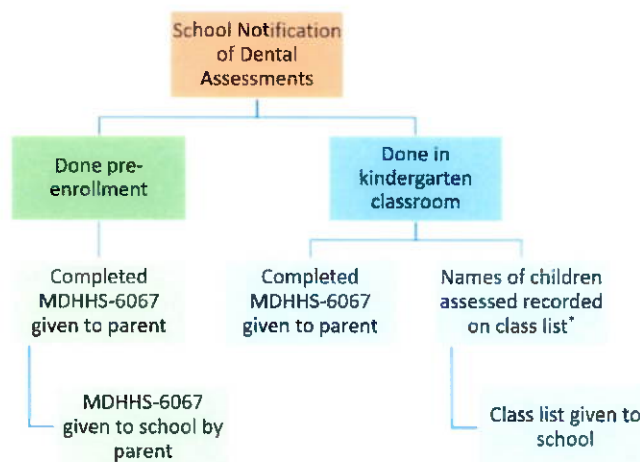
LHD/Subcontractor Legal Requirements

- An LHD must be designated as a grantee health agency under the [PA 161 Program](#) and permitted to operate as a [Mobile Dental Facility](#) within the state of Michigan, unless the LHD subcontracts all assessments to an outside dental agency. Any agency that is subcontracted by an LHD to conduct assessments on its behalf must be both designated as a grantee health agency under the PA 161 Program and permitted to operate as a Mobile Dental Facility within the state of Michigan.
- LHDs and subcontractors must follow all applicable federal, state, and local laws, and all administrative rules, regulations, and ordinances, including those required for their PA 161 designation and mobile dental facility permit approval. This includes, but is not limited to, consideration of the minimum necessary for disclosure under HIPAA, where applicable, and a determination of whether there is a consent/authorization requirement before further disclosing health or other confidential information obtained during the provision of services. Moreover, LHDs and subcontractors shall adopt reasonable security and privacy measures to minimize inadvertent disclosures due to proximity and ensuring to the maximum extent possible under the circumstances that any assessment is done outside the view of and audible range of anyone not involved in the assessment.

- Copies of completed MDHHS-6067 forms should be retained by the agency for the period of time stated in the agency's record retention schedule; these may be kept in paper or electronic format.
- Results of all assessments must be logged into the KOHA database. Contact KOHA program staff for assistance with KOHA database access and utilization.

Notification

- Parent/guardian notification
 - a copy of the completed, signed copy of MDHHS-6067 must be provided to the child's parent/guardian.
 - if a parent/guardian is present for the assessment, a copy of the form should be given directly to the parent/guardian; the parent/guardian is responsible for returning the completed form to the school as proof of the dental assessment.
 - if a parent/guardian is not present for the assessment, the completed form should be provided to the parent/guardian in a manner that reasonably safeguards against accidental disclosure of protected health information.
- School notification
 - copies of completed MDHHS-6067 forms are not provided to schools by LHD/subcontractor staff.
 - when an assessment is done prior to enrollment, regardless of the setting, the parent/guardian submits the completed form to the child's school as proof of the dental assessment.
 - when an assessment is done within an elementary school during the kindergarten school year, notification of assessment is provided to the school by way of a class list. Names of children assessed should be recorded on the Daily Dental Assessment Summary form or similar type of class list. This list should be provided to school personnel.



*Daily Dental Assessment Summary form or similar

Referral / Follow-up

- An agency's referral and follow-up and abuse/neglect protocols in place under its PA 161 Program designation/mobile dentistry permit serve as its respective protocols for KOHA.
- If assessment findings warrant referral for dental treatment, a referral should be provided to the parent/guardian at the time of assessment. If the parent/guardian is not present, the referral should be provided to the parent/guardian in a manner that reasonably safeguards against accidental disclosure of protected health information. The LHD/subcontractor should use its own referral form for this.
- The LHD should develop a list of local dental resources and provide when appropriate. The [Michigan Oral Health Directory](#) lists dental safety-net resources by county.

Training

- All registered dental hygienists performing KOHA assessments must undergo MDHHS KOHA training within 6 months of hire. This applies to all local health department and subcontracted dental agency staff, including contractual/per diem hygienists.

Reporting

- Results of each dental assessment must be entered into the MDHHS KOHA database in a timely manner, no later than the close of the respective quarter.
- The LHD must submit to MDHHS a narrative report of programmatic activities 30 days following the close of each fiscal quarter.

For KOHA Program Assistance

Michele Kawabe, MPH, RDN, CDCES
Kindergarten Oral Health Assessment Program Consultant
Michigan Department of Health and Human Services - Oral Health Unit
(517) 342-4128
kawabem@michigan.gov

For KOHA Database Assistance

Kyle Norman, BS, RDH
Medicaid Outreach and Oral Health Specialist
Michigan Department of Health and Human Services – Oral Health Unit
(517) 285-2305
normank3@michigan.gov

EXHIBIT B
Contractor's Projected Budget
[10/1/24] to [9/30/25]

Mott Children's Health Center
KOHA Contract – October 1, 2024 to September 30, 2025
Budget Plan

	Estimated Plan - 10/1/24 to 9/30/25
Hygienist - Payroll/Fringes	\$ 20,525
Dental Assistant - Payroll/Fringes	\$ 14,580
Clinical Manager - Admin	\$ 19,875
Client Service Rep.	\$ 2,531
<u>Supplies</u>	
Clerical	\$ 1,500
Clinical	\$ 5,000
Travel	\$ 2,500
Total	<u><u>\$ 66,511</u></u>

GENESEE COUNTY INSURANCE CHECKLIST

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



Genesee County

Staff Report

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

File #: RES-2025-2380

Agenda Date: 10/8/2025

Agenda #: 5.

To: Charles Winfrey, Human Services Committee Chairperson

From: Pamela Coleman, GCCARD Director

RE: Approval of an agreement between Genesee County and the Valley Area Agency on Aging, in the amount of \$880,358.00, to provide for the Home Delivered Meals and Congregate Meals programs; the term of this agreement is October 1, 2025 through September 30, 2026

BOARD ACTION REQUESTED:

The Genesee County Community Action Resource Department (GCCARD) requests authorization to accept and expend the 2025-2026 contract between Valley Area Agency on Aging (VAAA) and the GCCARD Nutrition Services Program, with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

BACKGROUND:

GCCARD Nutrition Services Program has received the FY26 contract from VAAA through Aging and Adult Services Agency (AASA), to service eligible seniors (65+) through the Home Delivered and Congregate Meal Program for the period commencing October 1, 2025, through September 30, 2026.

DISCUSSION:

Funds provided to GCCARD by VAAA through AASA shall be used for the purpose of providing home delivered meals to homebound seniors and connecting seniors residing in senior living complexes or senior centers to social and rehabilitative services through the Congregate Meal Program. The funding for this year is: \$226,414 for Congregate and \$653,944 for Home Delivered Meals. This funds the VAAA portion of the Senior Nutrition Program at a total of \$880,358 with supplemental funding provided by the Genesee County Senior Millage.

IMPACT ON HUMAN RESOURCES:

There will be no impact on Human Resources.

IMPACT ON BUDGET:

GCCARD will work with Fiscal Services to incorporate the VAAA funds into our FY26 budget with funds being deposited as follows: VAAA Mobile Meals- \$653,944 into 2731-697.15-634.009 and VAAA Congregate Meals- \$226,414 into 2731-697.16-634.009

IMPACT ON FACILITIES:

There will be no impact on facilities.

IMPACT ON TECHNOLOGY:

There will be no impact on technology.

CONFORMITY TO COUNTY PRIORITIES:

This memorandum conforms to Genesee County's priority of Healthy, Livable & Safe Communities as GCCARD partners with senior centers and living communities to provide nutritious meals and connect seniors to local resources while we strive for Community Growth with our longstanding collaborative relationship with VAAA.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Genesee County Community Action Resource Department (GCCARD) to authorize accepting the FY26 funding, and entering into a contract between Genesee County and the Valley Area Agency on Aging (VAAA), whereby VAAA will fund the Home Delivered Meals and Congregate Meals programs, through the Bureau of Aging, Community Living, and Supports (ACLS BUREAU), in the amount of \$880,358.00 for the period commencing October 1, 2025, through September 30, 2026, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the October 8, 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.

VALLEY AREA AGENCY ON AGING

NOTIFICATION OF CONTRACT AWARD

\$ 880,358

PROJECT IDENTIFICATION NUMBER

GCCARD - 2026

TYPE OF CONTRACT OR ACTION

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

PROJECT YEAR OF THIS CONTRACT

FY - 2026

INCORPORATION STATUS

Public

TAX ID # 38-6004849

FISCAL YEAR FROM WHICH FUNDS AWARDED

FY 2026

APPROVED PROJECT PERIOD

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

SUBCONTRACTOR

NAME: Genesee County Community Action
Resource Department

ADDRESS: 2727 Lippincott Blvd.

Flint MI 48507

PHONE: (810) 235-3567

SUBGRANTEE

NAME: Valley Area Agency on Aging

ADDRESS: 225 E Fifth Street, Suite 200

Flint MI 48502

PHONE: (810) 239-7671

SERVICE AREA ☒ Genesee County ☐ Lapeer County ☐ Shiawassee County

CONTRACT SUMMARY

	Service Category
1	Congregate Meals
2	Home Delivered Meals

Amount	Clients	Units
\$226,414	482	28,990
\$653,944	556	104,631

COMPUTATION OF CONTRACT

Services		Congregate Meals	Home Delivered Meals			
VAAA Share		\$226,414	\$653,944			
NSIP <i>(estimated)</i>						
Required Local Match	Cash	35,927	13,079			
	In-Kind	20,377	150,407			
Estimated Program Income						
Total		\$282,718	\$817,430			
Other Resources		0	0			

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

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

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

AAA Federal/State: 80% Local: 20%

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

\$ 880,358

5. Funds herein awarded will remain available during the length of the project period unless State/Federal funding to AAA is modified.
6. Other conditions: Program Income must be used to supplement the nutrition programs. GCCARD
shall report all program income to VAAA and how the income was used to
Supplement the nutrition programs.

VALLEY AREA AGENCY ON AGING

CONTRACT

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

And

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

STATES AND WITNESSES THAT:

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

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

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

1. SCOPE OF SERVICES

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

The Subcontractor will serve a minimum of:

<i>Service</i>	<i>Unduplicated Clients</i>	<i>Units of Service</i>
Congregate Meals	482	28,990
Home Delivered Meals	556	104,631

<i>Service</i>	<i>Low-Income Seniors</i>	<i>Minority Seniors</i>	<i>Frail/Disabled Seniors</i>
Congregate Meals	80	101	160
Home Delivered Meals	92	117	185

2. TIME OF PERFORMANCE

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

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

3. PROBATION, SUSPENSION, OR TERMINATION

A Probation

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

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

B Contract Suspension

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

C Contract Termination

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

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

D Opportunity for Hearings

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

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

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

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

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

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

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

4. CONTRACT AMENDMENTS

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

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

5. **REPORTS AND INFORMATION**

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

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

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

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

6. CONFIDENTIALITY

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

7. WORKER'S COMPENSATION INSURANCE

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

8. INSURANCE COVERAGE

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

The following insurances are REQUIRED:

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

The following insurances are recommended for each contracted service provider:

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

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

9. ARBITRATION

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

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

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

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

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

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

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

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

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

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

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

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

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

10 EQUIPMENT PURCHASES AND TITLE

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

11. LIMITS OF LIABILITY

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

12 COMPENSATION AND METHOD OF PAYMENT

A Compensation

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

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

B Method of Payment

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

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

C Maximum Compensation

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

13 AVAILABILITY OF FUNDS

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

14 SEVERABILITY OF PROVISIONS

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

15 NOTICES

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

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

16 ASSURANCES

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

A Environment

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

B Sponsor Goals

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

C Staffing

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

D Training

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

E Evaluation

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

F Inter-Agency Relations

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

G Public Relations

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

H Disclosure of Information

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

I Compliance with Civil Rights, Other Laws

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

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

J Subcontracts

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

Genesee County Community Resource Department

Provider Agency

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

THE PROVIDER AGENCY HEREBY AGREES THAT IT WILL COMPLY WITH:

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

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

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

Form

HHS-690(05/97)

Attachment A

Business Associate Agreement

Recital of Defined Terms

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

SIGNATURE PAGE
for

OLDER AMERICANS ACT CONTRACT
Between

VALLEY AREA AGENCY ON AGING
And

AGENCY NAME: Genesee County Community Action Resource
Department

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

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

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

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

Signature Section:

Authorized Signature Contracting Agency

Date

Title

VAAA President/CEO

Date

OLDER AMERICANS ACT CONTRACT DOCUMENTS REFERENCED BY THE SIGNATURE PAGE

Acceptance Signatures

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

Assurances

- Civil Rights Act of 1964; page 18

Addendums:

- Addendum A – Business Associate Agreement; page 21



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 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? _____

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.