

**Sanilac County Health Department
MDHHS Grant Agreement Number 20250055-00
Sub-Recipient Agreement
Between**

Genesee County

Sanilac County Health Department

630 S. Saginaw Street
Flint, MI 49502

171 Dawson Street, Suite 123
Sandusky, Michigan 48471

Lucy Rosenberg

Katie O'Mara

810-513-2983

810-648-4680

lrosenberg@geneseecountymi.gov

omarak@sanilachealth.com

Referred to as Subrecipient

Referred to as SCHD (Grantee)

The SCHD and Subrecipient hereby enter into this Agreement (hereinafter the "Agreement") for a subgrant award of financial assistance to Sub-Recipient.

This Agreement is a subaward of State financial assistance by the SCHD to the Subrecipient intended to assist, stimulate, or support the Subrecipient in carrying out its allowable/eligible activities under the *Glow and Grow* Project as requested by the Subrecipient in its application to the SCHD for financial assistance. By entering into this Agreement and accepting such funding, the Subrecipient agrees to use the funding for only the eligible purposes outlined in SCHD's Grant Agreement No. 20240243-00 with the Michigan Department of Health and Human Services dated October 1, 2023, as amended (hereinafter referred to as the Grant), a copy of which is attached hereto as Exhibit A to this Agreement, and the terms of which are incorporated herein.

In consideration of the promises below, the SCHD and Subrecipient mutually agree as follows:

ARTICLE I – REQUIRED DATA ELEMENTS

- a. Subrecipient Name (must match registered name in UEI) _____
- b. Subrecipient UEI Number _____
- c. Federal or State Award Identification Number ___ Not Applicable _____
- d. Federal or State Award Date (the date when the award is signed by the authorized official of the awarding agency) February 1, 2025

- e. Subaward Period of Performance (start and end date) February 1, 2025 –September 30, 2025
- f. Amount of Funds Obligated by this Agreement _____
- g. Total Amount of Funds Obligated to the Subrecipient _____
- h. Total Amount of the Award _____
- i. Award Project Description _____
- j. Name of Awarding Agency Region 6 Perinatal Quality Collaborative
- k. Name of (Pass-Through Entity) Sanilac County Health Department
- l. Name and Contact Information for Awarding Official Katie O’Mara 810-648-4680
- m. CFDA Number and Name _____
- n. Is this Subaward for Research and Development? (answer Yes or No) No

ARTICLE II - SCOPE OF SERVICES

The Subrecipient agrees to use the funds to undertake a *Glow and Grow*, which project shall be constructed in accordance with the workplan attached to this Agreement as Exhibit B, and by this reference made a part hereof. No expenditures may be incurred outside of the attached workplan without prior approval of the SCHD.

The SCHD and the Subrecipient agree that all obligations under this Agreement are conditioned upon satisfactory compliance with the requirements outlined in the attached workplan, which must be performed in compliance with the Grant.

ARTICLE III – STAGES OF MONITORING

Section 1 - Risk Assessment The purpose of the risk assessment is to evaluate the risk associated with the Subrecipient. This risk associated with the Subrecipient may pertain to areas such as financial management, organizational effectiveness, or other areas that may indicate the ability to effectively administer the project. Risk assessments will be ongoing throughout the project period, and Subrecipient agrees to comply with ongoing risk assessment.

Section 2 - Program Standards. Program goals, milestones, and budgets will be set prior to the launch of the program and will define allowable costs.

Section 3 - Develop Monitoring Guide (Financial Status Report (FSR)). Prior to the launch of a new project, a monitoring guide will be created and attached to this Agreement as Exhibit C, the terms of which will be incorporated herein. The creation of a monitoring guide will make clear the defining characteristics of the intended monitoring. This may include determining the frequency of monitoring, selecting monitoring activities, and developing a process for implementation.

Section 4 - Conduct Monitoring Review. Effective subrecipient monitoring requires implementation and adherence to the defined monitoring activities and reporting guidelines. Monitoring activities will include data collection, expenditure review, and project progress review.

Section 5 - Capital Project Procurement. When SCHD permits are required, the SCHD requires all capital expenditures to be inspected by the SCHD prior to fund disbursement. Subrecipient shall have proper procurement policies and internal controls and to follow them. Where possible, the Subrecipient shall request bids from SCHD approved vendors. The list of approved vendors can be found by contacting the SCHD.

ARTICLE IV - PAYMENT AND CASH MANAGEMENT

Section 1 - Reimbursement. If the Subrecipient does not meet the requirements in Section 1 above, it shall submit periodic reimbursement requests to the SCHD. This shall be done on a monthly basis. The reimbursement request shall be accompanied by the agreed upon financial and programmatic reports. The SCHD shall pay the Subrecipient within 30 calendar days after the receipt of the reimbursement request and the agreed upon financial/programmatic reports, unless the SCHD reasonably believes the reimbursement request to be improper.

Section 2 – Subrecipient is aware of the procurement requirements set forth in the Grant and the SCHD’s policies. In the event the Subrecipient has not complied with those requirements, the SCHD reserves the right to terminate this Agreement and issue no funds, at the SCHD’s sole discretion. No action or motion will be required by the SCHD to allow for the reduction of funding or termination of this Agreement as set forth herein. The SCHD will prepare the documentation necessary to support such action. The Subrecipient is required to sign any such documentation or risk forfeiture of all funding.

Section 3 - The Subrecipient’s obligations to the SCHD shall not end until it completes all close-out requirements. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets, including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the SCHD and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over the funds, including program income.

ARTICLE V - REPORTING OF SUBRECIPIENT

Section 1 - The Subrecipient is to report to Katie O’Mara, Nursing Director and will cooperate and confer with that individual as necessary to insure satisfactory work progress.

Section 2 – The Subrecipient shall keep a clear written record of the steps following and information reviewed during the monitoring compliance process. Policies and internal controls must be documented and updated by the Subrecipient. The Subrecipient shall submit all financial and programmatic reports either monthly or quarterly, as set forth in the applicable monitoring guide, by electronic submission to Shane Welch, Finance Director welchs@sanilachealth.com . Such reports shall include, at a minimum, the following information:

a. Invoices

- Invoices must be numbered, dated, and specify services provided.
- Invoices must have the contact information of the company/person who provided the service.
- Invoices must have evidence of payment in an amount equal to the receipt (cancelled checks, credit card statements, signed receipts from the contractor verifying they received payment).

b. Receipts

- Receipts must be legible.
- Receipts must be incurred within the allowable period of performance.
- Receipts must be for an allowable cost.
- If items on the receipt should not be charged to the program, it must clearly be stated which items should be charged to the program

c. Administrative Charges

- Itemize what is included in these charges. Any employee time needs to be documented (see Timesheets & Payroll below).

d. Invoice Rate Units

- The rate units on the invoices need to match contract rate units. For example, “per hour” or “sq. ft.”

e. Mobilization, Fuel, Mileage

- Charges related to travel and mobilization to service locations will only be reimbursed by the Grant at the GSA established rate of \$0.655/mile (which may be amended from time to time without notice to the Subrecipient).

f. Supply Charges

- Itemize these charges, providing the description and brand of supplies used as well as costs allocated to the SCHD.

g. Employee Premiums

- Describe what these premiums include and verify whether they are included in under this Agreement (for example, emergency pay or overtime pay).

h. Locations & Travel

- Document all locations of work with departure/arrival addresses, dates, a Google Maps/MapQuest print out showing distances traveled.

i. Timesheets & Payroll

- Timesheets for every person with time charged to the project under a specific charge code. Include charge code description.
- Copies of payroll checks that include payment to employee that include time for that code in an equal amount as shown on timesheets.
- General ledger or QuickBooks listing equating time charged to timesheets is acceptable.
- Provide a short description of employee activities.
- For claimed employee time, submit legible and clear timesheets signed and dated by the employee and a supervisor. The SCHED will reconcile these against any building sign-in sheets.

Section 3 - All reports, estimates, memoranda, and documents submitted by the Subrecipient must be dated and bear the Subrecipient's name. Financial reports shall be submitted in a timely manner to the SCHED and shall agree with the amounts shown in the Subrecipient's financial system and shall be supported by appropriate documentation. Final financial and programmatic reports shall be submitted by the Subrecipient within 30 days of the end of this Agreement unless an extension of time is granted in writing by the SCHED.

Section 4 - The Subrecipient agrees to only incur costs under this Agreement which are eligible under the Grant.

Section 5 - The Subrecipient shall retain all reports, records and supporting documentation pertaining to this Agreement for a period of seven (7) years from the date of submission of the final expenditure report and shall make them available to the SCHED and the awarding agency upon request.

Section 6 - All reports made in connection with these services are subject to review and final approval by the SCHED.

Section 7 - The SCHED may review and inspect the Subrecipient's activities any time during the term of this Agreement. The SCHED may request any documents contemplated under this Article from the Subrecipient at any time for monitoring purposes.

Section 8 - When applicable, the Subrecipient will submit a final, written report to the SCHED.

Section 9 - After reasonable notice to the Subrecipient, the SCHED may review any of the Subrecipient's internal records, reports, or insurance policies.

Section 10 - The Subrecipient, and/or its contractors or subcontractors, shall disclose in writing to the SCHD any potential conflict of interest it has related to the SCHD or this Agreement.

Section 11 - The Subrecipient shall disclose in writing to the SCHD in a timely manner all violations of Federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement.

Section 12 - The Subrecipient shall report to the SCHD in a timely manner if any adverse or problematic situations arise between reporting deadlines describing the nature of the problem and what is being done to address it.

ARTICLE VI –REPORTING REQUIREMENTS

The Grant requires reporting expenditures, programmatic data, and project demographic distribution. Expenditure reports are to be submitted as outlined in Article V – Reporting of Subrecipient. On a quarterly basis, due at the monitoring meeting conducted each such quarter, programmatic data and project demographic distribution data will be required.

ARTICLE VII - TERM

This Agreement begins on the date first set forth above and ends on September 30, 2025. No costs eligible under this Agreement shall be incurred by the Subrecipient before or after these dates, except with prior written approval of the SCHD.

ARTICLE VIII- RESPONSIBILITIES OF THE SUBRECIPIENT

Section 1 - The Subrecipient agrees to comply with all applicable federal, State, and local regulations pertaining to the Grant, including those provisions relating to financial management, procurement, and property management.

Section 2 – Where applicable, the Subrecipient agrees to have performed a Single Audit of its expenditures if it reaches the Single Audit dollar threshold in expenditures during its fiscal year. The SCHD reserves the right to perform or cause to be performed additional audits if it deems such to be necessary to ensure compliance with the terms of this Agreement or to determine the eligibility of the reported expenditures for reimbursement.

Section 3 - The Subrecipient agrees to comply with the applicable provisions of the Byrd Amendment, which prohibits the use of federal funds by the recipient or subrecipient of a federal contract, grant, loan, or cooperative agreement to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee

of Congress, or an employee of a Member of Congress in connection with the federal funds awarded under this Agreement.

Section 4 – The Subrecipient agrees to comply with the applicable provisions of the Stevens Amendment, which stipulates that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

Section 5 - In addition to this Agreement, by its signature below, the Subrecipient acknowledges that it is bound to all other General Provisions of the Grant not expressly stated herein.

ARTICLE IX – SUSPENSION OF FUNDING

The SCHED may suspend funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- a. Failure to expend funds in a timely manner consistent with the Agreement milestones, guidance, and assurances.
- b. Failure to comply with the requirements or statutory objectives of federal or state law.
- c. Failure to follow Agreement requirements or special conditions.
- d. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the application would not have been approved for funding.
- e. Failure to submit required reports.
- f. Filing of a false certification on the application or other report or document.
- g. Failure to adequately manage, monitor or direct the activities that are funded under this Agreement.

Before taking action, the SCHED will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

The SCHED reserves the right to recommend to the federal or State government that the Subrecipient be suspended or debarred in the case of sustained significant noncompliance by the Subrecipient with the award provisions.

ARTICLE X - PERSONNEL

Section 1 - The Subrecipient will provide the required services and will not subaward or assign the services without the SCHED's written approval.

Section 2 - The Subrecipient will not hire any SCHD employee for any of the required services without the SCHD's written approval.

Section 3 - The parties agree that all work done under this Agreement shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore entity or offshore business interest either owned or affiliated with the Subrecipient. For purposes of this Agreement, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE XI - INDEPENDENT CONTRACTOR

The Subrecipient and the SCHD shall, at all times, be deemed to be independent contractors of one another and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture, or other business organization. The Subrecipient shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the SCHD and shall make no representation to others to the contrary. Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this Agreement, the Subrecipient retains the sole right and obligation to direct, control or supervise the details and means by which the programming contemplated under this Agreement is provided. The Subrecipient shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the SCHD's employees. The Subrecipient shall be solely responsible for payment of all taxes arising out of the Subrecipient's activities in connection with this Agreement, including, without limitation, federal, state, and local income taxes, payroll taxes, social security taxes, unemployment insurance taxes, and any other tax or business license fees as required. The SCHD shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Subrecipient.

ARTICLE XII - INDEMNIFICATION AGREEMENT; REIMBURSEMENT

The Subrecipient will protect, defend, and hold harmless the SCHD, its officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Subrecipient's own officers, agents, servants, volunteers, and employees, and for loss or damage to any property, including property owned or in the care, custody, or control of the SCHD, that are in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this Agreement resulting, in whole or in part, from the acts or omissions of the Subrecipient, any contractor or subcontractor of the Subrecipient, or any officer, agent, servant, volunteer, or

employee of the Subrecipient. Subrecipient shall pay SCHED any attorney's fees and administrative expenses that may arise as a result of such claim.

The Subrecipient shall fully reimburse the SCHED for any expenditure of funds later deemed to be an ineligible expense under the Grant; such reimbursement may include any administrative expenses, including attorney's fees, incurred by the SCHED in seeking same.

ARTICLE XIII- INSURANCE REQUIREMENTS

The Subrecipient will maintain at its own expense during the term of this Agreement, the following insurance:

- a. To the extent required by law, Workers' Compensation Insurance with Michigan statutory limits;
- b. Employers Liability Insurance with a minimum limit of \$100,000 for each accident for any employee.
- c. Commercial General and/or Professional Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The SCHED shall be added as "additional insured" on any such liability policy with respect to the services provided under this Agreement.
- d. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. For transportation services contracts, the SCHED shall be added as additional insured on automobile liability policy with respect to the services provided under this Agreement.

Insurance companies, named insureds and policy forms may be subject to the approval of the SCHED. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to the SCHED. Subrecipient shall be responsible to the SCHED, or insurance companies insuring the SCHED, for all costs resulting from both financially unsound insurance companies selected by Subrecipient and their inadequate insurance coverage. Subrecipient shall furnish the SCHED with satisfactory certificates of insurance or a certified copy of the policy, if requested by the SCHED. No payments will be made to the Subrecipient until the current certificates of insurance have been received and approved by the SCHED. If the insurance, as evidenced by the certificates furnished by the Subrecipient, expires or is canceled during the term of the Agreement, services and related payments will be suspended. Subrecipient shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this agreement. Certificates shall be addressed to the SCHED c/o: Sanilac County Health Department, 171 Dawson St. Suite 123, MI 48471 AND Contract # 20250055-00, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE XIV - COMPLIANCE WITH LAWS AND REGULATIONS

The Subrecipient will comply with all federal, state, and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act. The Subrecipient agrees to maintain the proper organizational status (such as 501 (c)(3) if needed) to be eligible to receive financial assistance under the Grant, including proper licensure, registration, etc. Subrecipient agrees to keep itself in the same legal position/mode of organization as when it entered into this Agreement.

ARTICLE XV - INTEREST OF SUBRECIPIENT AND SCHD

The Subrecipient promises that it has no interest which would conflict with the performance of services required by this Agreement. The Subrecipient also promises that, in the performance of this Agreement, no officer, agent, employee of the SCHD, or member of its governing bodies, may participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest.

ARTICLE XVI - CONTINGENT FEES

The Subrecipient promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Subrecipient, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Subrecipient, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of this promise, the SCHD may immediately terminate this Agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift, or contingent fee from the funding due the Subrecipient.

ARTICLE XVII - NONDISCRIMINATION

Section 1 - The Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, gender identity, national origin, physical handicap, age, height, weight, marital status, veteran status, religion, political belief, or other class of individuals protected by law (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business). The Subrecipient agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Subrecipient, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex,

sexual orientation, gender identity, national origin, physical handicap, age, height, weight, marital status, veteran status, religion, political belief, or inclusion in other class of individuals protected by law.

Section 2 - The Subrecipient agrees that no person shall, on the ground of race, creed, color, sex, sexual orientation, gender identity, national origin, physical handicap, age, height, weight, marital status, veteran status, religion, political belief, or inclusion in other class of individuals protected by law, be excluded from participation in, be denied the proceeds of, or be otherwise subjected to discrimination under any program for which the Subrecipient receives financial assistance, and that it shall immediately take appropriate measures to implement this assurance. The Subrecipient shall provide the services set forth in the Scope of Service section of this Agreement without discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, physical handicap, age, height, weight, marital status, veteran status, religion, political belief, or inclusion in other class of individuals protected by law.

ARTICLE XVIII - ASSIGNS AND SUCCESSORS

This Agreement is binding on the SCHED and the Subrecipient, their successors and assigns. The Subrecipient will not assign or transfer its interest in this Agreement without the written consent of the SCHED.

To the extent applicable to the project funded under this Agreement, the Subrecipient will not use contractors/subcontractors or other subrecipients to perform work under this Agreement without the express prior written permission of the SCHED. The SCHED reserves the right to perform a risk assessment on my proposed contractor/subcontractor or subrecipient and to reject any person or entity presenting insufficient skills or inappropriate behavior. The Subrecipient will require any approved contractor/subcontractor or subrecipient to comply with all applicable provisions of this Agreement, including indemnification and insurance requirements, and compliance with all applicable laws.

ARTICLE XIX - TERMINATION OF AGREEMENT

Section 1 - Either party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other party. Upon any such termination, the Subrecipient agrees to return to the SCHED any funds not authorized for use, and the SCHED shall have no further obligation to reimburse the Subrecipient. Upon termination of this Agreement, the Subrecipient shall submit documentation, in a format specified by the SCHED, to formally end its participation in the Agreement.

Section 2 - In the event the Subrecipient breaches any of the terms or conditions of this Agreement, this Agreement may be terminated immediately by the SCHED, with or without notice, and the Subrecipient shall be obligated to reimburse the SCHED for any funds that were improperly expended by or for the benefit of Subrecipient. If such funds are not promptly repaid, the SCHED may pursue all rights and remedies under any applicable laws or regulations.

Section 3 - This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the U.S. Legislature for this purpose. If for any reason the State fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal or State funds reduction, this Agreement will terminate automatically. Termination for this reason is not a default by the SCHED nor does it give rise to a claim against the SCHED.

ARTICLE XX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this Agreement will be freely available to the public. None may be copyrighted by the Subrecipient. During the performance of the services, the Subrecipient will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this Agreement by the Subrecipient must reference the project sponsorship by the SCHED. Any publication of the information or results must be co-authored by the SCHED.

ARTICLE XXI - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the SCHED and the Subrecipient will be incorporated into this Agreement by written amendments signed by both parties. Unilateral modification of the Agreement may take place by the SCHED, if the underlying programmatic legislation or regulations are changed by the government. If this unilateral modification is objectionable to the Subrecipient, it may withdraw from receiving further financial assistance under this Agreement by giving (thirty) 30 days written notice to the SCHED. The Subrecipient agrees to inform the SCHED in writing concerning any proposed changes of dates, budget, or services indicated in this Agreement, as well as changes of address or personnel affecting this Agreement. Changes in dates, budget, or services are subject to prior written approval of the SCHED.

ARTICLE XXII - CHOICE OF LAW AND FORUM

This Agreement is to be interpreted by the laws of the State of Michigan. The parties agree that the proper forum for any disputes or litigation arising out of this agreement is in Sanilac County, Michigan.

ARTICLE XXIII - EXTENT OF AGREEMENT

This written Agreement, including any attachments thereto, represents the entire agreement between the parties and supersedes all prior representations, negotiations, or agreements whether written or oral.

ARTICLE XXIV – PRIVACY/THIRD PARTIES

This Agreement is solely between the SCHD and Subrecipient. No other parties are part of this Agreement. This Agreement is not intended to make any person or entity not a party to this Agreement a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

ARTICLE XXV - SEVERABILITY

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

ARTICLE XXVI - NOTICES

Communication notices for this Agreement may be delivered via electronic mail, U.S. mail, or hand delivery to the addresses set forth at the beginning of this Agreement.

ARTICLE XXVII – NONCOMPLIANCE

Section 1 - The Subrecipient shall comply with federal and State statutes, regulations, and terms and conditions of the award. While monitoring, should the Subrecipient receive a Findings Report with deficiencies and items of noncompliance, the following corrective actions will be leveraged by the SCHD as remedies.

- a. Create and implement a Corrective Action Plan and pause spending on project operations pending correction of the deficiency.
- b. Provide technical assistance to the Subrecipient to realign implementation processes and ensure awareness of compliance requirements.
- c. Modify this Agreement to include special conditions as described, such as requiring prior approval for certain activities, more frequent communication, or requiring new or additional reporting from the Subrecipient.

Section 2 - If noncompliance cannot be remedied by recommending corrective actions, providing technical assistance, or imposing additional conditions, the SCHD will consider one or more of the following actions:

- a. Temporarily withholding payments pending correction of the deficiency.
- b. Stop payment entirely.

- c. Require the Subrecipient to reimburse costs deemed ineligible

Section 3 - In the event of Subrecipient's continued noncompliance with any term or condition of this Agreement, its continued failure to perform the project contemplated here, or in instances of where the SCHED suspects fraud or misconduct on the part of the Subrecipient, the SCHED has the authority to apply any and all remedies, at the SCHED's sole discretion, including, but not limited to: temporary withholding payments, disallowances, suspension or termination of the award or this Agreement, suspension of other awards received by Subrecipient, department, or other remedies including civil and/or criminal penalties as appropriate.

Section 4 - The failure of the SCHED to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the Subrecipient of any of the provisions hereof, shall not be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part hereof, or the right of the Grantee to enforce each and every provision.

ARTICLE XXVIII - CERTIFICATION

The individual or officer signing this Agreement certifies by his or her signature that he or she is authorized to sign this Agreement on behalf of the organization he or she represents. By signing this Agreement, the SCHED and the Subrecipient agree to comply with all the requirements specified in this Agreement.

SANILAC COUNTY HEALTH DEPARTMENT

GENESEE COUNTY HEALTH DEPARTMENT

By: _____
Bryant Wilke, Health Officer

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