



**BOARD COORDINATOR  
GENESEE COUNTY BOARD OF COMMISSIONERS**

1101 BEACH STREET, ROOM 312  
FLINT, MICHIGAN 48502

TELEPHONE: (810) 257-3020  
FAX: (810) 257-3008

JOSHUA FREEMAN  
COORDINATOR

**HUMAN SERVICES COMMITTEE  
Monday, July 24, 2017 AT 9:30 A.M.  
AGENDA**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. MINUTES – July 10, 2017**
- IV. PUBLIC COMMENT TO COMMITTEE**
- V. COMMUNICATIONS**
- VI. OLD BUSINESS**
- VII. NEW BUSINESS**
  - A. GCCARD
    1. H072417VIA1: Request approval to extend contract with United Way for our FEMA funding in the amount of \$7,775.00 – Attached
    2. H072417VIA2: Request approval to accept the Memo of Understanding between GCCARD and the Flint Genesee Job Corps Center – Attached **(ROLL CALL VOTE REQUESTED)**
    3. H072417VIA3: Request approval to accept Memo of Understanding between GCCARD and the United Way of Genesee County for water crisis funding – Attached **(ROLL CALL VOTE REQUESTED)**
    4. H072417VIA4: Request approval the accept the amendment to the 2010-2011 Oakland Livingston Human Service Agency Head Start Fiscal and Personnel Agreement to reflect the 2017-18 personnel costs and date changes – Attached

5. H072417VIIA5: Request approval of the personal property leasing of the GCCARD Head Start buses to the Flushing and Montrose School Districts for transportation of Head Start and school district children – Attached
6. H072417VIIA6: Request to modify lease agreement between GCCARD and the Flint Research Coordinating Center – Attached
7. H072417VIIA7: Request approval to accept the Department of Health and Human Services Grant award in the amount of \$9,003,473 to continue the operation of the Head Start and Early Head Start program in Genesee County from July 1, 2017 through June 30, 2018 – Attached

B. HEALTH DEPARTMENT

1. H072417VIIB1: Request approval to enter into a contract with Bridget Burns-King, FNP-BC – Attached
2. H072417VIIB2: Request approval to enter into a contract with Hope Network - Attached
3. H072417VIIB3: Request approval to enter into a contract with Dr. Daniel Kruger – Attached
4. H072417VIIB4: Request approval of contract amendment with Mann Technologies - Attached
5. H072417VIIB5: Request approval of Memo of Understanding between Hurley Medical Center the Genesee County WIC Supplemental Nutrition Education program – Attached
6. H072417VIIB6: Request approval of Memo of Understanding between GCCARD and the Health Department Healthy Start program – Attached
7. H072417VIIB7: Request approval to accept grant from U.S. Department of Health and Human Services and Health Resources and Services Administration – Attached

C. SENIOR SERVICES

1. H072417VIIC1: Request approval of the FY 2017-18 Senior Center Contract Amendments with Budgets - Attached



2. H072417VIIC2: Request approval of the FY 2017-18 Service Provider Contracts with Budgets – Attached
3. H072417VIIC3: Request approval of Grand Blanc Senior Centers Budget Amendment for FY 16-17– Attached
4. H072417VIIC4: Request approval of GCCARD Congregate Meal Budget Amendment for FY 16-17 – Attached

**VIII. OTHER BUSINESS**

**IX. ADJOURNMENT**



Genesee County Community Action Resource Department  
601 N. Saginaw St., Ste 1B • Flint, MI 48502-2009 • (810) 232-2185 • Fax (810) 762-4986 • TDD: (810) 768-4654

## GCCARD Neighborhood Services Center

### Commissioners

**Bryant Nolden**  
*District 1*

**Brenda Clack**  
*District 2*

**Ellen Ellenburg**  
*District 3*

**Kim Courts**  
*District 4*

**Mark Young**  
*District 5*

**Drew Shapiro**  
*District 6*

**Martin Cousineau**  
*District 7*

**Ted Henry**  
*District 8*

**David Martin**  
*District 9*

### Administration

**Matthew A. Purcell**  
*Executive Director*

**Stephanie L. Howard**  
*Deputy Executive Director*

### Program Directors

**Daniel Newcombe**  
*Neighborhood Svcs. Director*

**Andre Strater**  
*Finance Director*

**Kelli Webb**  
*Head Start Director*


**Tamitha Taylor**  
*Nutritional Services Director*

**Chevon Wilborn**  
*Nutritional Serv. Asst. Director*

**Matthew Odette**  
*Home Maint. Asst. Director*

### Memorandum

**TO:** Brenda Clack, Chairperson, Human Services Committee

**FROM:** Matt Purcell, Executive Director 

**SUBJECT:** Request Approval to extend our contract with United Way for our FEMA funding. We have spent our phase 33 funds and this extension will run phase 34 in conjunction with that contract. New contract period will be from December 1, 2015 through January 31, 2018.

**DATE:** July 24, 2017

### BACKGROUND INFORMATION:

The funding will assist clients with utility shut off and housing assistance. We have received the following award amounts.

\$3888.00 for shelter, rent and mortgage assistance

\$3887.00 for utilities assistance

This funding helps us fill the gaps when utilizing our City / County Emergency Solution Grants and our Michigan Community Action MEAP funding to the end of our funding cycles.

### REQUESTED ACTION:

Genesee County Community Action Resource Department request approval to extend our current contract with United Way in the amount of \$7775.00 by this committee.

MP/DN/



July 5, 2017

Matthew Purcell  
Genesee County Community Action Resource Department  
601 N. Saginaw Street, Suite 1B  
Flint, MI 48502-2009

Dear Mr. Purcell:

We are pleased to report that Genesee County Community Action Resource Department has been approved for an additional \$7,775 grant:

\$3,888 for shelter, rent and mortgage assistance  
\$3,887 for utilities assistance

This grant is for the Phase 33 fiscal year of December 1, 2015 through August 31, 2018 (it will end with Phase 34 ends -- January 31, 2018). Janet Cotton will notify you of final report dates as soon as she is provided with the forms from the National office.

The Phase 33 manual -- Emergency Food and Shelter National Board Program Phase 33 Responsibilities and Requirements -- is on line at [www.efsp.unitedway.org](http://www.efsp.unitedway.org). This book outlines anything you need to know regarding how to spend your allocation and how not to spend it as well. There is a list of changes in the booklet that you may want to pay particular attention to.

Forty-five days prior to the fiscal year end, we are asking that each agency report on the dollars remaining in their fund. If it is determined that these dollars cannot be spent by the reporting agency, those dollars will be re-allocated to another funded organization that will be able to spend the dollars by the fiscal year end. Because the period between notification, receipt of funds and year end is so close, you will almost need to report immediately, but not later than July 31, 2017.

Please feel free to contact Janet Cotton at 762-5839 should you have any questions.

Sincerely,

*Mary Piorunek*

Mary Piorunek, Chair  
Emergency Food and Shelter Local Board

Mailing Address: P.O. Box 949 / Flint, MI 48501  
Main Line: 810.232.8121 Fax: 810.232.9370



United Way  
of Genesee County

Jamie Gaskin  
Chief Executive Officer

**BOARD OF DIRECTORS**

Randy Wise  
Chair  
Randy Wise Automotive Team

Tony Burks  
Vice-Chair  
Blue Hawk Distribution Cooperative

Greg Waller  
Treasurer  
Lewis & Knapp CPA's, PC

Ronny Medawar  
Secretary  
Owner, Medawar Jewelers

Lakey Avant  
Hurley Local 1503

Samuel Cox  
Owner/Operator, McDonalds

John Daly  
Genesee County Road Commission

Steve Dawes  
UAW Region 1D

Jeff Lamarche  
GM Flint Manufacturing Operations

Marcy Garcia  
Retiree, UAW Local 659

Gerald Kariem  
Honorary Member  
UAW Region 1D

Sam Muma  
Greater Flint AFL-CIO CLC

Laurie Prochazka  
McLaren Health Care

Larry Roehrig  
MI AFSCME Council 25

Phil Shultz  
Shultz Automation

Karen Tofer  
GM CCA Davison Road Processing

Sabita Tummala  
ACSW

Greg Viener  
Huntington Bank

Adrian Walker  
Diplomat Pharmacy

Chris Wise  
Randy Wise Automotive Team

ONE. ADVOCATE. VOLUNTEER.  
**LIVE UNITED.**  
[www.unitedwaygenesee.org](http://www.unitedwaygenesee.org)



Genesee County Community Action Resource Department  
601 N. Saginaw St., Ste 1B • Flint, MI 48502-2009 • (810) 232-2185 • Fax (810) 762-4986 • TDD: (810) 768-4654

**Commissioners**

**Bryant Nolden**  
*District 1*

**Brenda Clack**  
*District 2*

**Ellen Ellenburg**  
*District 3*

**Kim Courts**  
*District 4*

**Mark Young**  
*District 5*

**Drew Shapiro**  
*District 6*

**Martin Cousineau**  
*District 7*

**Ted Henry**  
*District 8*

**David Martin**  
*District 9*

**Administration**

**Matthew A. Purcell**  
*Executive Director*

**Stephanie L. Howard**  
*Deputy Executive Director*

**Program Directors**

**Daniel Newcombe**  
*Neighborhood Svcs. Director*

**Tamitha Taylor**  
*Nutritional Services Director*

**Chevon Wilborn**  
*Nutritional Svcs Asst. Director*


**Andre Strater**  
*Asst. Director*

**Matthew Odette**  
*Home Maint. Asst. Director*

**Kelli Webb**  
*Head Start Director*

**MEMORANDUM**

TO: Commissioner Brenda Clack, Chairperson  
Human Services Committee

FROM: Matthew Purcell, Executive Director 

SUBJECT: Request to Accept Memorandum of Understanding (MOU) between  
GCCARD and the Flint Genesee Job Corps Center

DATE: July 24, 2017

**BACKGROUND:**

GCCARD is requesting authorization to establish a Work Based Learning Agreement with Flint Genesee Job Corps Center. This program will be utilized for Hands-On learning opportunities with the Nutrition Services Program. Therefore, GCCARD is requesting authorization to enter into the Memorandum of Understanding (MOU) between GCCARD and the Flint Genesee Job Corps Center.

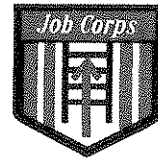
**REQUESTED ACTION:**

GCCARD request authorization from this committee with a recommendation to the Full Board at the next scheduled meeting, to accept the MOU between GCCARD and the Flint Genesee Job Corps Center. **Due to time constraints, a roll call vote is requested.**

Attachment

MAP/tt





**Memorandum of Understanding  
Work Based Learning Program Agreement  
Between**

**Flint Genesee Job Corps Center  
2400 N Saginaw Street  
Flint, MI 48505**

**And Genesee County Community Action Resource Dept.  
601 S. Saginaw St  
Flint, MI 48502**

The above mentioned organizations are entering into an AGREEMENT on 7/17/2017 to establish a Work Based Learning (WBL) Program with the stipulations outlined below. This document is not a contract or a legally binding document; rather, it is a Memorandum of Understanding between the above mentioned parties.

Job Corps students are considered employees of the Federal government for purposes of medical coverage under the Federal Employees Compensation Act (FECA). Section 8143 of FECA states, "While students are enrolled in Job Corps, students are considered employees of the Federal Government for purposes of medical coverage under FECA. The "Performance of Duty." Does not include an act of a student while absent from his/her assigned post of duty, except while participating in an activity (including an activity while on pass or during travel to or from the post duty) authorized by or under the direction and supervision of Job Corps."

There is no provision stated or implied in the Act that employers must provide additional insurance coverage for federal employees. While students are assigned to the work site, the WBL coordinator is responsible for monitoring and working closely with the students and employers to provide training, weekly evaluations, and conflict resolution. The WBL employer should be advised to report all accidents and injuries that occur during the "performance of duty" directly to the Center Director or WBL Coordinator. In the event a student is injured while assigned to a WBL site, the students is covered under FECA.

**Work Based Learning Agreements**

**Flint Genesee Job Corps Center agrees to:**

1. Monitor all active work based learning sites on a weekly basis to ensure that students are receiving quality training in a safe environment. Center instructors, safety officer(s), and other staff shall visit active work sites on a regular basis to: observe and counsel student: observe working environment for potential hazards: observe students, use of safety work practices including use of proper protective equipment: Ensure that the training needs of the students are being met; and determine, in collaboration with the work site supervisor, what on-center activities might be needed to support training at the work site.
2. A process for notifying the employer in the case of students absence (i.e., winter/summer break, unexpected students absence, center functions).
3. Record all accidents and injuries in the Safety and Health Information Management System (SHIMS) within 7 days of supervisor notification.

4. A process for notifying the employer of potential safety hazards identified by students and/or center staff.
5. Document and record student WBL assignments and progress.

**WBL Employer agrees to:**

1. Provide direct supervision and workplace mentors to students.
2. Assist students in achieving agreed upon career technical and academic skills.
3. Document student achievements and competencies.
4. Provide center Safety Officer or other staff with routine escorted or unescorted access to student work areas to observe working/training conditions:
5. Adhere to all federal and state laws and regulations regarding employment and applicable safety and occupational health.
6. Provide all equipment, tools, and personal protective equipment and clothing needed to perform the assigned duties that would normally be provided to employees.
7. Inform the Center Director, or designee, of all accidents and injuries within 24 hours
8. In paid WBL situations, an employment relationship exists between the employer and the student; therefore, the provisions of the Fair Labor Standards Act are applicable.
9. Report all accidents, damage, loss or destruction of property, or emergency immediately to Jackie Richardson, Wellness Manager/ or designee, at (810) 553-4325 in order to provide a detailed report.

IN WITNESS whereof, the duly authorized representatives of the parties hereto have executed this Agreement as of date first written above:

**PROVIDER:**

Flint Genesee Job Corps  
2400 N Saginaw Street  
Flint, MI 48505  
(810) 553-4302  
By:

**CONTRACTOR:**

Genesee County Community Action Resource Dept.  
601 S. Saginaw St.  
Flint, MI 48502  
(810) 232-2185  
By:

\_\_\_\_\_  
Tiffany Campbell                      Date  
Center Director

\_\_\_\_\_  
(Company CEO/Designee)                      Date

FGJCC CDSS Director: \_\_\_\_\_ Date: \_\_\_\_\_

FGJCC WBL Coordinator: \_\_\_\_\_ Date: \_\_\_\_\_

FGJCC Safety Coordinator: \_\_\_\_\_ Date: \_\_\_\_\_



Genesee County Community Action Resource Department  
601 N. Saginaw St., Ste 1B • Flint, MI 48502-2009 • (810) 232-2185 • Fax (810) 762-4986 • TDD: (810) 768-4654

## GCCARD Neighborhood Services Center

### Commissioners

**Bryant Nolden**  
*District 1*

**Brenda Clack**  
*District 2*

**Ellen Ellenburg**  
*District 3*

**Kim Courts**  
*District 4*

**Mark Young**  
*District 5*

**Drew Shapiro**  
*District 6*

**Martin Cousineau**  
*District 7*

**Ted Henry**  
*District 8*

**David Martin**  
*District 9*

### Memorandum

**TO:** Brenda Clack, Chairperson, Human Services Committee

**FROM:** Matt Purcell, Executive Director *MP/SH*

**SUBJECT:** Request Approval to renew our Memorandum of Understanding with United Way for our Water Crisis funding

**DATE:** July 24, 2017

### BACKGROUND INFORMATION:

GCCARD has received notification from the United Way of Genesee County to renew funding for our Memorandum of Understanding (MOU). The funding, in the amount of \$50,000 will assist clients with City of Flint water shut off bills. The new contract period will be from June 30, 2017 through June 29, 2018.

### Administration

**Matthew A. Purcell**  
*Executive Director*

**Stephanie L. Howard**  
*Deputy Executive Director*

### Program Directors

**Daniel Newcombe**  
*Neighborhood Svcs. Director*

**Andre Strater**  
*Finance Director*

**Kelli Webb**  
*Head Start Director*

**Tamitha Taylor**  
*Nutritional Services Director*

**Chevon Wilborn**  
*Nutritional Serv. Asst. Director*

**Matthew Odette**  
*Home Maint. Asst. Director*

### REQUESTED ACTION:

GCCARD request authorization from this committee, with a recommendation to the full board at the next scheduled meeting, to accept the MOU between GCCARD and the United Way of Genesee County. Due to time constraints, a roll call vote is requested.

Attachment

MP/dn



## **Memorandum of Understanding United Way of Genesee County – 2017-2018**

The purpose of this Memorandum is to outline the responsibilities and expectations of the partnership between United Way of Genesee County and the Genesee County Community Action Resource Department hereinafter referred to as the agency. The relationship between the named entities is based on adherence to the Eligibility Criteria, Standards and Practices and Expectations, as outlined by the United Way of Genesee County.

**To be eligible for United Way funds and/or continuation funding, the agency agrees that it will adhere to all terms and conditions as set forth in this Memorandum.**

### **Governance:**

The agency is recognized as a nonprofit and/or government agency by the Internal Revenue Code for a minimum of three (3) years, and will observe the non-discrimination policies of the laws, statutes and ordinances of all local, state and federal governmental jurisdictions.

### **Services and Solicitation:**

The agency will provide oversight and implementation of a water payment assistance program that adheres to the following:

1. The program is for Flint residents
2. The program is a match program that will match up to \$350
3. The program will target Flint residents up to 200% of the poverty level. The match requirement may differ based on poverty level.
4. Once applied the match must at a minimum bring the resident into compliance with the City of Flint requirements of current month's bill plus 10% of past due bill.
5. The matching assistance is available only one time per account. This match may not be applied to an account more than one time.
6. The match may be braided with other sources of water support but the resident must contribute to the match personally.

### **Reporting Requirements:**

The grant period is June 30, 2017 – June 29, 2018. The agency will be required to a final report to the United Way of Genesee County on **July 30, 2018**. The report will include a brief description of activities completed.

At the discretion of the Board of Trustees, all or part of unexpended funds may be required to be returned if the agency fails to adhere to the signed contractual agreement or demonstrate progress toward established outcomes.

The Agency may be asked to provide United Way of Genesee County additional reports from time to time as reasonably requested. All reports should be submitted to Jamie-Lee Venable, Director of Community Impact via email to [Jvenable@unitedwaygenesee.org](mailto:Jvenable@unitedwaygenesee.org).

### **Scope of Work:**

The purpose of this grant is to support the implementation of the "Scope of Work" as defined by the Services and Solicitation section of this memorandum.

**Mutual Commitment:** United Way of Genesee County and the agency agree to:



- ✓ Keep each other informed on agency, community related issues and activities.
- ✓ Seek community input in the planning and decision-making process related to issues of concern and the development of future activities.
- ✓ Co-market the partnership when submitting material to the media and display the United Way logo on all appropriate materials. All communication relative to this funding award announcement should be submitted to United Way for prior approval. United Way will provide the agency with digital files of the United Way logo for display on print material and letterhead. For questions regarding correct usage of electronic versions of the logo or to update your information on the United Way website, please contact Jamie-Lee Venable, Director of Community Impact, via email to [Jvenable@unitedwaygeneseecounty.org](mailto:Jvenable@unitedwaygeneseecounty.org) or phone at (810) 762-5826.

United Way of Genesee County agrees to provide funds for program services in the amount of **\$50,000**.

You will receive your allocation from the United Way of Genesee County in one payment commencing upon receipt of signed memorandum. Any questions regarding payments, please contact Mitch Miller, Director of Finance and Human Resources, via email [mmiller@unitedwaygeneseecounty.org](mailto:mmiller@unitedwaygeneseecounty.org) or phone at (810) 762-5828.

**Compliance:**

Failure to adhere to the terms and conditions as set forth in this memorandum may result in immediate withdrawal of funding.

**By countersigning below, you indicate that you understand and agree to all terms and conditions set forth in this memorandum. Retain a copy for your files and return the original to Jamie-Lee Venable.**

**AGENCY and/or ORGANIZATION**

**UNITED WAY of GENESEE COUNTY**

\_\_\_\_\_  
Chief Professional Officer (please print)

\_\_\_\_\_  
Chief Executive Officer (please print)

\_\_\_\_\_  
Chief Professional Officer Signature

\_\_\_\_\_  
CEO Signature

\_\_\_\_\_  
June 30, 2017  
Date

\_\_\_\_\_  
June 30, 2017



**Genesee County Community Action Resource Department**

601 N. Saginaw St., Ste 1B • Flint, MI 48502-2009 • (810) 232-2185 • Fax (810) 762-4986 • TDD: (810) 768-4654

**Commissioners**

**Bryant Nolden**  
*District 1*

**Brenda Clack**  
*District 2*

**Ellen Ellenburg**  
*District 3*

**Kim Courts**  
*District 4*

**Mark Young**  
*District 5*

**Drew Shapiro**  
*District 6*

**Martin Cousineau**  
*District 7*

**Ted Henry**  
*District 8*

**David Martin**  
*District 9*

**Administration**

**Matthew A. Purcell**  
*Executive Director*

**Stephanie L. Howard**  
*Deputy Executive Director*

**Program Directors**

**Daniel Newcombe**  
*Neighborhood Svcs. Director*

**Tamitha Taylor**  
*Nutritional Svcs Asst. Director*

**Chevon Wilborn**  
*Nutritional Svcs Asst. Director*


**Andre Strater**  
*Finance Director*

**Matthew Odette**  
*Home Maint. Asst. Director*

**Kelli Webb**  
*Head Start Director*

**GCCARD HEAD START  
MEMORANDUM**

**TO:** Brenda Clack, Chairperson, Human Services Committee

**FROM:** Matt Purcell, Executive Director 

**SUBJECT:** Request Acceptance of the Amendment to the 2010-2011 Oakland Livingston Human Service Agency Head Start Fiscal and Personnel Agreement to Reflect the 2017-2018 personnel costs and date changes.

**DATE:** July 24, 2017

**BACKGROUND INFORMATION:**

This is an amendment that adds an eighth year to the three year Oakland Livingston Human Service Agency Head Start Fiscal and Personnel Agreement. The amendment details the personnel costs for the 2017-2018 school year. All other terms are the same as that detailed in the 2010-2011 agreement.

**REQUESTED ACTION:**

Genesee County Community Action Resource Department (GCCARD) requests approval of the Oakland Livingston Human Service Agency Head Start Fiscal and Personnel Agreement amendment between the Genesee County Community Action Resource Department and the Oakland Livingston Human Service Agency by this committee and recommendation of acceptance by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

MP/KW/bmh

**Enclosure**

H:\CENTRAL OFFICE\CORRESPONDENCE\WSC\17-18 OLHSA AMENDMENT.DOCX



**AMENDMENT  
2017-2018  
OAKLAND-LIVINGSTON HUMAN SERVICE AGENCY  
FISCAL AND PERSONNEL AGENT AGREEMENT**

This amendment to the Oakland-Livingston Human Service Agency Fiscal and Personnel Agent Agreement is entered into as of this 24th day of July, 2017 by and between the County of Genesee, Michigan, a Michigan Municipal Corporation acting by and through the Community Action Resource Department, 601 N. Saginaw St., Suite 1B, Flint, Michigan 48502, hereinafter referred to as "GCCARD", and the Contractor, Oakland-Livingston Human Service Agency, 196 Oakland Avenue, Pontiac, Michigan 48342, hereinafter referred to as "OLHSA".

WITNESSETH THAT:

WHEREAS, GCCARD entered into a three year agreement with OLHSA on August 1, 2010 to be the fiscal and personnel agent for the GCCARD Head Start Program.

WHEREAS, GCCARD desires to amend the agreement entered into August 1, 2010 to include funds from Health and Human Services and the Department of Education to cover the 2017-2018 costs of salaries and fringes for the Regular Head Start and Early Head Start Grants, dependent on receiving the grant award.

NOW THEREFORE, GCCARD and OLHSA do mutually agree as follows:

The contract first above mentioned is hereby amended to now provide money for the third year of the contract:

- A.     \$7,005,610 will be issued to OLHSA, to be used to pay the 8<sup>th</sup> year (2017-2018) cost for salaries and fringe benefits and miscellaneous costs to staff in accordance with the 2017-2018 grant proposals and the 2010-2011 OLHSA Fiscal and Personnel Agent Agreement.
- B.     The expenses are outlined in Exhibit A.

- C. GCCARD shall have the right to terminate this agreement by giving written notice to OLHSA of such termination and the effective date thereof. Such notice must be delivered at least forty-five (45) days before the effective date of such termination.
- D. All rules and regulations in the Head Start Contract entered into by the parties hereto on August 1, 2010 shall apply to these funds. All other terms and conditions of the Head Start contract entered into as of August 1, 2010 and signed by all parties, hereto shall remain the same.

IN WITNESS WHEREOF, GCCARD and OLHSA have executed this Agreement as of the date first above written.

GENESEE COUNTY BOARD OF COMMISSIONERS:

\_\_\_\_\_  
Date by: \_\_\_\_\_  
MARK YOUNG, Chairperson  
Genesee County Board of Commissioners

GENESEE COUNTY COMMUNITY ACTION RESOURCE DEPARTMENT

\_\_\_\_\_  
Date by: \_\_\_\_\_  
MATT PURCELL, Executive Director  
Genesee County Community Action Resource Department

OAKLAND-LIVINGSTON HUMAN SERVICE AGENCY:

\_\_\_\_\_  
Date by: \_\_\_\_\_  
SUSAN HARDING, Chief Executive Officer  
Oakland-Livingston Human Service Agency

(Grant Period - 7/1/17 - 6/30/18)						
BENEFITS	HEAD START	EARLY HEAD START	HEAD START T/TA	EARLY HEAD START T/TA	TOTALS	
SALARIES	\$ 2,023,380.00	\$ 2,076,046.00	\$ 3,000.00	\$ 2,500.00	\$ 4,104,926.00	
FICA	\$ 160,778.00	\$ 164,806.00	\$ 230.00	\$ 191.00	\$ 326,005.00	
UNEMPLOYMENT	\$ 92,474.00	\$ 94,790.00	\$ 132.00	\$ 110.00	\$ 187,506.00	
WORKMAN'S COMPENSATION	\$ 38,671.00	\$ 39,639.00	\$ 55.00	\$ 46.00	\$ 78,411.00	
LIFE DISABILITY	\$ 41,231.00	\$ 43,597.00	\$ -	\$ -	\$ 84,828.00	
MEDICAL and DENTAL	\$ 675,417.00	\$ 614,709.00	\$ -	\$ -	\$ 1,290,126.00	
LONGEVITY	\$ 63,616.00	\$ 64,034.00	\$ -	\$ -	\$ 127,650.00	
RETIREMENT	\$ 88,821.00	\$ 94,193.00	\$ -	\$ -	\$ 183,014.00	
UNUSED SICK DAYS	\$ 14,670.00	\$ 14,242.00	\$ -	\$ -	\$ 28,912.00	
HSSI	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL FRINGES	\$ 1,175,678.00	\$ 1,130,010.00	\$ 417.00	\$ 347.00	\$ 2,306,452.00	
TOTAL SALARIES & FRINGES	\$ 3,199,058.00	\$ 3,206,056.00	\$ 3,417.00	\$ 2,847.00	\$ 6,411,378.00	
TEMPORARY LABOR	\$ 80,000.00	\$ 40,000.00	\$ -	\$ -	\$ 120,000.00	
TRAVEL	\$ 23,737.00	\$ 3,100.00	\$ 9,050.00	\$ 22,245.00	\$ 58,132.00	
LEGAL FEES	\$ 3,480.00	\$ 2,520.00	\$ -	\$ -	\$ 6,000.00	
SUPPLIES	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	
LIABILITY INSURANCE	\$ 15,370.00	\$ 11,130.00		\$ -	\$ 26,500.00	
CELLULAR PHONES	\$ 1,000.00	\$ -		\$ -	\$ 1,000.00	
FIDUCIARY *	\$ 197,582.00	\$ 163,140.00	\$ 623.00	\$ 1,255.00	\$ 362,600.00	
<b>TOTAL CONTRACT</b>	<b>\$ 3,525,227.00</b>	<b>\$ 3,430,946.00</b>	<b>\$ 18,090.00</b>	<b>\$ 31,347.00</b>	<b>\$ 7,005,610.00</b>	

\*Total Overhead for OLHSA services rendered (A maximum of 9.5% up to \$700,000 and a maximum of 5% above any portion thereof).



Genesee County Community Action Resource Department  
601 N. Saginaw St., Ste 1B • Flint, MI 48502-2009 • (810) 232-2185 • Fax (810) 762-4986 • TDD: (810) 768-4654

**Commissioners**

**Bryant Nolden**  
*District 1*

**Brenda Clack**  
*District 2*

**Ellen Ellenburg**  
*District 3*

**Kim Courts**  
*District 4*

**Mark Young**  
*District 5*

**Drew Shapiro**  
*District 6*

**Martin Cousineau**  
*District 7*

**Ted Henry**  
*District 8*

**David Martin**  
*District 9*

**GCCARD HEAD START  
MEMORANDUM**

**TO:** Brenda Clack, Chairperson, Human Services Committee

**FROM:** Matt Purcell, Executive Director *MP*

**SUBJECT:** Request the personal property leasing of GCCARD Head Start buses to the Flushing and Montrose School Districts for the transportation of Head Start and school district children to and from Head Start activities or school-related activities from July 1, 2017 to June 30, 2018.

**DATE:** July 24, 2017

**Background Information**

This agreement is to continue the leasing of the two (2) Head Start buses (one each) to the Flushing and Montrose School Districts to transport Head Start and school district children to and from Head Start activities or school-related activities. The buses will be used by these districts under a one year lease agreement. The leases expire June 30, 2018.

These school districts provide transportation at no cost or very low cost to the Head Start Program. These districts have limited number of buses and could not provide this service without the use of these buses.

**Requested Action:**

Genesee County Community Action Resource Department requests approval of the personal property leasing of buses by this committee between the Genesee County Community Action Resource Department and the Flushing and Montrose School Districts and recommendation of approval by the full Genesee County Board of Commissioners at their next regular scheduled meeting.

MP/KW/bmh

**Enclosure**

H:\CENTRAL OFFICE\CORRESPONDENCE\HSC\17-18-PROPERTY LEASES.DOCX

**Administration**

**Matthew A. Purcell**  
*Executive Director*

**Stephanie L. Howard**  
*Deputy Executive Director*

**Program Directors**

**Daniel Newcombe**  
*Neighborhood Svcs. Director*

**Tamitha Taylor**  
*Nutritional Svcs Asst. Director*

**Chevon Wilborn**  
*Nutritional Svcs Asst. Director*

**Andre Strater**  
*Finance Director*

**Matthew Odette**  
*Home Maint. Asst. Director*

**Kelli Webb**  
*Head Start Director*



## PERSONAL PROPERTY LEASE

This personal property lease (the "Lease") is made and entered into this 24<sup>th</sup> day of July 2017 by and between the Montrose School District (hereinafter "School District"), 300 Nanita Dr., Montrose, MI 48457, and the County of Genesee, (hereinafter "County") a Michigan Municipal Corporation, acting by and through the Genesee County Community Action Resource Department (hereinafter "GCCARD"), 601 N. Saginaw Street, Suite 1B, Flint, Michigan 48502.

1. *Lease and Consideration.* In consideration one dollar (\$1.00) and other good and valuable consideration, including the benefits accruing to the GCCARD Head Start Program by virtue of the services to be performed by the School District's Transportation Department, GCCARD hereby leases one (1) twenty-four (24) passenger school bus, V.I.N. 1GB3G2BL0B1132432 (the "Vehicle"), to the School District to be used for transporting Head Start and Montrose School District children.
2. *Term and Termination.* The term of this Lease commences on July 1, 2017, and terminates on June 30, 2018. In the event that GCCARD ceases operation of a Head Start Program within the School District, this Lease shall terminate on the date the Head Start Program within the School District ceases operations.
3. *Use of the Vehicle.* The School District shall use the Vehicle only for the transportation of Head Start and Montrose School District children to and from Head Start activities or school-related activities.
4. *Insurance.* The School District agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit A and keep such insurance coverage in force throughout the life of this Contract. The School District shall provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance. The School District shall immediately notify the GCCARD Head Start Program of all accidents involving the Vehicle.
5. *Risk of Loss.* The School District shall indemnify, defend, and hold harmless Genesee County for any loss, claim, or damage arising out of the School District's use of the Vehicle. The County's right to such indemnification shall be limited to the insurance coverage limits specified in the Insurance Checklist.
6. *Inspection.* Prior to operating the Vehicle, the School District shall perform a complete safety inspection of the Vehicle. The School District shall perform further safety inspections at least as frequently as the School District inspects similar vehicles in its fleet.
7. *Service and Maintenance.* During the term of this Lease, the School District shall be responsible for all fuel, service, and maintenance for the Vehicle at the School

District's expense. The School District shall keep the Vehicle in good working order and condition, and shall, at a minimum, perform routine maintenance upon the Vehicle at least as frequently as it does so with similar vehicles in its fleet. The School District shall keep the Vehicle clean, and shall wash the Vehicle at least as frequently as the School District cleans similar vehicles in its fleet.

8. *Drivers and Operation of the Vehicle.* The School District shall provide the GCCARD Head Start Program with a list of drivers, both regular and substitutes, who will be operating the vehicle during the above specified time frame. This list shall have attached to it a copy of the driver's current valid Michigan Chauffeur's License with the appropriate endorsements. Any additions to the drivers list shall be forwarded to the GCCARD Head Start Program Office. The School District shall not permit any person to operate the Vehicle unless that person is a School District employee with a valid Chauffeur's License and appropriate endorsements. The School District shall ensure that all employees who operate the Vehicle meet all State of Michigan requirements for school bus drivers. The School District shall ensure that the Vehicle is operated safely at all times in accordance with federal, state, and local law.
9. *Condition Upon Return.* Upon the termination of this Lease, the Vehicle shall be returned to the GCCARD Head Start Program in the same condition as received, reasonable wear and tear excepted. Reasonable wear and tear is hereby defined as such wear as shall occur in the normal operation of the vehicle by the School District.
10. *Entire Document.* This Lease, consisting of this Lease and the Insurance Checklist attached as Exhibit A, embodies the entire agreement between the Parties with regard to the Vehicle. There are no promises, terms, conditions, or obligations relating to the Vehicle other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.
11. *No Assignment.* This Lease may not be assigned or sublet without the express written consent of the County.
12. *Modification.* This Lease may be modified only in writing executed with the same formalities as this Lease.
13. *Headings.* The paragraph headings in this Lease are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Lease.
14. *Governing Law and Venue.* This Lease is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Lease 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.
15. *Severability and Survival.* In the event that any provision of this Lease is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Lease.



16. *Interpretation.* Each Party has had opportunity to have this Lease 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 Lease, there shall be no presumption in favor of any interpretation solely because the form of this Lease was prepared by the County.

17. *Remedies.* All remedies specified in this Lease are non-exclusive. The County reserves the right to seek any and all remedies available under this Lease and applicable law in the event that the School District fails to abide by the terms of this Lease.

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

**COUNTY OF GENESEE:**

\_\_\_\_\_  
DATE

by:

\_\_\_\_\_  
MARK YOUNG, Chairperson  
Genesee County Board of Commissioners

**GENESEE COUNTY COMMUNITY ACTION RESOURCE  
DEPARTMENT**

\_\_\_\_\_  
DATE

by:

\_\_\_\_\_  
MATT PURCELL, Executive Director  
Genesee County Community Action Resource Department

**MONTROSE SCHOOL DISTRICT:**

\_\_\_\_\_  
DATE

by:

\_\_\_\_\_  
ED GRAHAM, Superintendent  
Montrose School District

## GENESEE COUNTY INSURANCE CHECKLIST

GCCARD Bus – Lease Agreement FOR:

Montrose Schools

### Coverage Required

### Limits (Figures denote minimums)

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> 1. Workers' Compensation  | Statutory limits of Michigan  |
| <input checked="" type="checkbox"/> 2. Employers' Liability   | \$100,000 accident/disease<br>\$500,000 policy limit, disease<br>Including Premises/operations                                |
| <input checked="" type="checkbox"/> 3. General Liability  | \$1,000,000 per occurrence with \$2,000,000 aggregate<br>Including Products/Completed Operations and<br>Contractual Liability |
| <input type="checkbox"/> 4. Professional liability  | \$1,000,000 per occurrence with \$2,000,000 aggregate<br>Including errors and omissions                                       |
| <input type="checkbox"/> 5. Medical Malpractice   | \$200,000 per occurrence \$800,000 in aggregate   |
| <input checked="" type="checkbox"/> 6. Automobile liability   | \$1,000,000 combined single limit each accident-<br>Owned, Hired, Non-owned   |
| <input checked="" type="checkbox"/> 7. Umbrella liability/Excess Coverage   | \$1,000,000 BI & PD and PI  |
| <input checked="" type="checkbox"/> 8 <u>Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u> |   |
| <input type="checkbox"/> 9. Other insurance required: _____   |   |
| <input checked="" type="checkbox"/> 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)   |   |
| <input checked="" type="checkbox"/> 11. The certificate must state bid number and title   |   |
| <input checked="" type="checkbox"/> 12. Carriers must be licensed and admitted to do business in the State of Michigan  |   |

### Insurance Agent's Statement

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

☐ The above required policies carry the following deductibles:

\_\_\_\_\_ Liability policies are **occurrence** \_\_\_\_\_ **claims made** \_\_\_\_\_

\_\_\_\_\_  
Insurance Agent

\_\_\_\_\_  
Signature

### Prospective Lessee's Statement

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

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

## PERSONAL PROPERTY LEASE

This personal property lease (the "Lease") is made and entered into this 24<sup>th</sup> day of July 2017 by and between the Flushing School District (hereinafter "School District"), 522 N. McKinley Rd., Flushing, MI 48433 and the County of Genesee, (hereinafter "County") a Michigan Municipal Corporation, acting by and through the Genesee County Community Action Resource Department (hereinafter "GCCARD"), 601 N. Saginaw Street, Suite 1B, Flint, Michigan 48502.

1. *Lease and Consideration.* In consideration one dollar (\$1.00) and other good and valuable consideration, including the benefits accruing to the GCCARD Head Start Program by virtue of the services to be performed by the School District's Transportation Department, GCCARD hereby leases one (1) twenty-four (24) passenger school bus, V.I.N. 1GB3G2BL9B1133532 (the "Vehicle"), to the School District to be used for transporting Head Start and Flushing School District children.
2. *Term and Termination.* The term of this Lease commences on July 1, 2017, and terminates on June 30, 2018. In the event that GCCARD ceases operation of a Head Start Program within the School District, this Lease shall terminate on the date the Head Start Program within the School District ceases operations.
3. *Use of the Vehicle.* The School District shall use the Vehicle only for the transportation of Head Start and Flushing School District children to and from Head Start activities or school-related activities.
4. *Insurance.* The School District agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit A and keep such insurance coverage in force throughout the life of this Contract. The School District shall provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance. The School District shall immediately notify the GCCARD Head Start Program of all accidents involving the Vehicle.
5. *Risk of Loss.* The School District shall indemnify, defend, and hold harmless Genesee County for any loss, claim, or damage arising out of the School District's use of the Vehicle. The County's right to such indemnification shall be limited to the insurance coverage limits specified in the Insurance Checklist.
6. *Inspection.* Prior to operating the Vehicle, the School District shall perform a complete safety inspection of the Vehicle. The School District shall perform further safety inspections at least as frequently as the School District inspects similar vehicles in its fleet.
7. *Service and Maintenance.* During the term of this Lease, the School District shall be responsible for all fuel, service, and maintenance for the Vehicle at the School

District's expense. The School District shall keep the Vehicle in good working order and condition, and shall, at a minimum, perform routine maintenance upon the Vehicle at least as frequently as it does so with similar vehicles in its fleet. The School District shall keep the Vehicle clean, and shall wash the Vehicle at least as frequently as the School District cleans similar vehicles in its fleet.

8. *Drivers and Operation of the Vehicle.* The School District shall provide the GCCARD Head Start Program with a list of drivers, both regular and substitutes, who will be operating the vehicle during the above specified time frame. This list shall have attached to it a copy of the driver's current valid Michigan Chauffeur's License with the appropriate endorsements. Any additions to the drivers list shall be forwarded to the GCCARD Head Start Program Office. The School District shall not permit any person to operate the Vehicle unless that person is a School District employee with a valid Chauffeur's License and appropriate endorsements. The School District shall ensure that all employees who operate the Vehicle meet all State of Michigan requirements for school bus drivers. The School District shall ensure that the Vehicle is operated safely at all times in accordance with federal, state, and local law.
9. *Condition Upon Return.* Upon the termination of this Lease, the Vehicle shall be returned to the GCCARD Head Start Program in the same condition as received, reasonable wear and tear excepted. Reasonable wear and tear is hereby defined as such wear as shall occur in the normal operation of the vehicle by the School District.
10. *Entire Document.* This Lease, consisting of this Lease and the Insurance Checklist attached as Exhibit A, embodies the entire agreement between the Parties with regard to the Vehicle. There are no promises, terms, conditions, or obligations relating to the Vehicle other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.
11. *No Assignment.* This Lease may not be assigned or sublet without the express written consent of the County.
12. *Modification.* This Lease may be modified only in writing executed with the same formalities as this Lease.
13. *Headings.* The paragraph headings in this Lease are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Lease.
14. *Governing Law and Venue.* This Lease is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Lease 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.
15. *Severability and Survival.* In the event that any provision of this Lease is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Lease.

16. *Interpretation.* Each Party has had opportunity to have this Lease 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 Lease, there shall be no presumption in favor of any interpretation solely because the form of this Lease was prepared by the County.

17. *Remedies.* All remedies specified in this Lease are non-exclusive. The County reserves the right to seek any and all remedies available under this Lease and applicable law in the event that the School District fails to abide by the terms of this Lease.

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

**COUNTY OF GENESEE:**

\_\_\_\_\_  
DATE

by:

\_\_\_\_\_  
MARK YOUNG, Chairperson  
Genesee County Board of Commissioners

**GENESEE COUNTY COMMUNITY ACTION RESOURCE  
DEPARTMENT**

\_\_\_\_\_  
DATE

by:

\_\_\_\_\_  
MATT PURCELL, Executive Director  
Genesee County Community Action Resource Department

**FLUSHING SCHOOL DISTRICT:**

\_\_\_\_\_  
DATE

by:

\_\_\_\_\_  
TIMOTHY STEIN, Superintendent  
Flushing School District

## GENESEE COUNTY INSURANCE CHECKLIST

GCCARD Bus – Lease Agreement FOR:

Flushing Schools

### Coverage Required

### Limits (Figures denote minimums)

- |  |   |
|--|---|
| <u>X</u> 1. Workers' Compensation              | Statutory limits of Michigan  |
| <u>X</u> 2. Employers' Liability               | \$100,000 accident/disease<br>\$500,000 policy limit, disease<br>Including Premises/operations                                |
| <u>X</u> 3. General Liability                  | \$1,000,000 per occurrence with \$2,000,000 aggregate<br>Including Products/Completed Operations and<br>Contractual Liability |
| ___ 4. Professional liability                  | \$1,000,000 per occurrence with \$2,000,000 aggregate<br>Including errors and omissions                                       |
| ___ 5. Medical Malpractice                     | \$200,000 per occurrence \$800,000 in aggregate   |
| <u>X</u> 6. Automobile liability               | \$1,000,000 combined single limit each accident-<br>Owned, Hired, Non-owned   |
| <u>X</u> 7. Umbrella liability/Excess Coverage | \$1,000,000 BI & PD and PI  |
- X 8 Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.
- \_\_\_ 9. Other insurance required: \_\_\_\_\_
- X 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)
- X 11. The certificate must state bid number and title
- X 12. Carriers must be licensed and admitted to do business in the State of Michigan

### Insurance Agent's Statement

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

\_\_\_ The above required policies carry the following deductibles:

\_\_\_ Liability policies are **occurrence** \_\_\_ **claims made** \_\_\_

\_\_\_\_\_  
Insurance Agent

\_\_\_\_\_  
Signature

### Prospective Lessee's Statement

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

---

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



**Genesee County Community Action Resource Department**  
601 N. Saginaw St., Ste 1B • Flint, MI 48502-2009 • (810) 232-2185 • Fax (810) 762-4986 • TDD: (810) 768-4654

**Commissioners**

**Bryant Nolden**  
*District 1*

**Brenda Clack**  
*District 2*

**Ellen Ellenburg**  
*District 3*

**Kim Courts**  
*District 4*

**Mark Young**  
*District 5*

**Drew Shapiro**  
*District 6*

**Martin Cousineau**  
*District 7*

**Ted Henry**  
*District 8*

**David Martin**  
*District 9*

**M E M O R A N D U M**

TO: Commissioner Brenda Clack, Chairperson

FROM: Matt Purcell, Executive Director *MP*

SUBJECT: Request to Modify Lease Agreement

DATE: July 24, 2017

**BACKGROUND:**

GCCARD is requesting authorization to exercise an extension in the lease agreement for space between Genesee County and the Flint Research Coordinating Center (HFRCC) at 601 N. Saginaw St. The extension will be for one year and cover the period of September 1, 2017 through August 31, 2018.

**Administration**

**Matthew A. Purcell**  
*Executive Director*

**Stephanie L. Howard**  
*Deputy Executive Director*

**Program Directors**

**Daniel Newcombe**  
*Neighborhood Svcs. Director*

**Tamitha Taylor**  
*Nutrition Svcs. Director*

**Chevon Wilborn**  
*Nutrition Svcs. Asst. Director*

**Matthew Odette**  
*Home Maint. Asst. Director*

**Kelli Webb**  
*Head Start Director*

**REQUESTED ACTION:**

GCCARD requests authorization from this committee, with a recommendation to the full board at the next scheduled meeting, to extend for one year the lease between Genesee County and the Flint Research Coordinating Center (HFRCC).

Attachments

MAP/dp



AMENDMENT TO THE REGENTS OF THE UNIVERSITY OF MICHIGAN  
LEASE AGREEMENT

This Amendment is effective September 1, 2017, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and The Regents of the University of Michigan, a Michigan Constitutional Corporation, whose principal place of business is located at 326 East Hoover Avenue, Ann Arbor, MI 48109-1002 (the "Tenant") (the Tenant and the County together, the "Parties").

WHEREAS, the Parties executed a Lease Agreement effective September 1, 2016 (the "Agreement"), pursuant to which the Tenant shall use the Leased Premises located at 601 N. Saginaw St., Suite 1B, Flint, MI 48502 solely for general office purposes, said Agreement having been approved and authorized by Resolution no. 16-385; and

WHEREAS, the Lease Agreement authorized two (2) successive periods of twelve (12) months each; and

WHEREAS, the Parties wish to amend the Lease Agreement to exercise one (1) twelve 12 month option.

NOW THEREFORE, the Parties agree as follows:

1. The Term of the Agreement is hereby extended by a period of 12 months, commencing on September 1, 2017, ending at 5:00 P.M. on August 31, 2018.
2. The remaining terms of the Agreement remain unchanged and in full effect.
3. The Board of County Commissioners has approved this Extension Amendment by Resolution no.



CONTRACTOR NAME

COUNTY OF GENESEE

By: \_\_\_\_\_  
THE REGENTS OF THE UNIVERSITY  
OF MICHIGAN; A Michigan Constitutional  
Corporation

By: \_\_\_\_\_  
Mark Young, Chairperson  
Board of County Commissioners

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

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

Approved as to form:

\_\_\_\_\_  
Office of the Prosecuting Attorney-Civil Division



**Commissioners**

**Bryant Nolden**  
*District 1*

**Brenda Clack**  
*District 2*

**Ellen Ellenburg**  
*District 3*

**Kim Courts**  
*District 4*

**Mark Young**  
*District 5*

**Drew Shapiro**  
*District 6*

**Martin Cousineau**  
*District 7*

**Ted Henry**  
*District 8*

**David Martin**  
*District 9*

**Administration**

**Matthew A. Purcell**  
*Executive Director*

**Stephanie L. Howard**  
*Deputy Executive Director*

**Program Directors**

**Daniel Newcombe**  
*Neighborhood Svcs. Director*

**Tamitha Taylor**  
*Nutritional Svcs Asst. Director*

**Chevon Wilborn**  
*Nutritional Svcs Asst. Director*

**Andre Strater**  
*Finance Director*

**Matthew Odette**  
*Home Maint. Asst. Director*

**Kelli Webb**  
*Head Start Director*

**GCCARD HEAD START  
MEMORANDUM**

TO: Brenda Clack, Chairperson, Human Services Committee

FROM: Matt Purcell, Executive Director *MP*

SUBJECT: Request Authorization to Accept the Human Services Administration for Children and Families Grant Award in the Amount of \$9,003,473 for the operation of the Head Start and Early Head Start Program from July 1, 2017 through June 30, 2018.

DATE: July 24, 2017

**BACKGROUND INFORMATION:**

This award covers all the GCCARD Head Start Programs operated in the Out-County School District areas and Early Head Start Programs operated throughout Genesee County. For Head Start this includes the 18 school districts in the Out-County area. The EHS Program will be operated through a delegate contract with the Beecher School District and in the Flint and Out-County areas it will be serviced directly by GCCARD. The current total funded enrollment is: 424 Head Start children and 335 infants, toddlers and pregnant women. The breakdown is as follows:

Out-County Grantee	424 Preschool children and their families 275 Infants, toddlers and their families
Beecher Delegate	60 Infants, toddlers and their families

**REQUESTED ACTION:**

Genesee County Community Action Resource Department requests authorization to accept the Health and Human Services Grant Award in the amount of \$9,003,473 to continue the operation of the Head Start and Early Head Start Program in Genesee County from July 1, 2017 through June 30, 2018 from this committee and recommendation of acceptance by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

MP/KW/bmh

Enclosure

H:\CENTRAL OFFICE\CORRESPONDENCE\HSC\AWARDS\17-18 HS-EHS GRANT AWARD.DOCX



**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES  
NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

<b>1. AWARDING OFFICE:</b> Office of Head Start		<b>2. ASSISTANCE TYPE:</b> Discretionary Grant	<b>3. AWARD NO.:</b> 05CH8326-05-00	<b>4. AMEND. NO.</b> 0
<b>5. TYPE OF AWARD:</b> Service		<b>6. TYPE OF ACTION:</b> Non-Competing Continuation	<b>7. AWARD AUTHORITY:</b> 42 U.S.C. 9801	
<b>8. BUDGET PERIOD:</b> 07/01/2017 THRU 06/30/2018		<b>9. PROJECT PERIOD:</b> 07/01/2013 THRU 06/30/2018		<b>10. CAT NO.:</b> 93.600
<b>11. RECIPIENT ORGANIZATION:</b> Genesee County 1101 Beach St Fl 3 Flint, MI 48502-1428 Grantee Authorizing Official: Mark Young , Board Chair			<b>12. PROJECT / PROGRAM TITLE:</b> Head Start and Early Head Start	
<b>13. COUNTY:</b> Genesee	<b>14. CONGR. DIST:</b> 05	<b>15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR:</b> Matt Purcell Executive Director		
<b>16. APPROVED BUDGET:</b>		<b>17. AWARD COMPUTATION:</b>		
Personnel..... \$ 4,066,568.00		A. NON-FEDERAL SHARE..... \$ 2,250,868.00 20%		
Fringe Benefits..... \$ 2,272,946.00		B. FEDERAL SHARE..... \$ 9,003,473.00 80%		
Travel..... \$ 60,082.00		<b>18. FEDERAL SHARE COMPUTATION:</b>		
Equipment..... \$ 0.00		A. TOTAL FEDERAL SHARE..... \$ 9,003,473.00		
Supplies..... \$ 196,619.00		B. UNOBLIGATED BALANCE FEDERAL SHARE..... \$ 0.00		
Contractual..... \$ 1,052,449.00		C. FED. SHARE AWARDED THIS BUDGET PERIOD...\$ 0.00		
Facilities/Construction..... \$ 0.00		<b>19. AMOUNT AWARDED THIS ACTION:</b>		\$ 9,003,473.00
Other..... \$ 675,825.00		<b>20. FEDERAL \$ AWARDED THIS PROJECT PERIOD:</b>		\$ 44,288,523.00
Direct Costs..... \$ 8,324,489.00		<b>21. AUTHORIZED TREATMENT OF PROGRAM INCOME:</b> Additional Costs		
Indirect Costs..... \$ 678,984.00 At % of \$				
In Kind Contributions..... \$ 0.00				
<b>Total Approved Budget..... \$ 9,003,473.00</b>		<b>22. APPLICANT EIN:</b> 386004849	<b>23. PAYEE EIN:</b> 1386004849A4	<b>24. OBJECT CLASS:</b> 41.51
<b>25. FINANCIAL INFORMATION:</b>				
ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.
				DUNS 078404738
				UNOBLIG. NONFED %
	05CH832605	75-17-1536	7-G054120	\$54,360.00
	05CH832605	75-17-1536	7-G054121	\$90,958.00
	05CH832605	75-17-1536	7-G054122	\$4,263,957.00

**26. REMARKS:** (Continued on separate sheets)

<b>27. SIGNATURE - ACF GRANTS OFFICER</b>		<b>DATE:</b>	<b>28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY</b>	
Eric P Staples		07/01/2017	Ms. TaWanda Goodman	
			06/30/2017	
<b>29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S)</b>			<b>DATE:</b>	
Ms. Heather L Wanderski - Supervisory Program Specialist			06/30/2017	

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES  
NOTICE OF AWARD

SAI NUMBER:

PMS DOCUMENT NUMBER:

<b>1. AWARDING OFFICE:</b> Office of Head Start		<b>2. ASSISTANCE TYPE:</b> Discretionary Grant	<b>3. AWARD NO.:</b> 05CH8326-05-00	<b>4. AMEND. NO.</b> 0
<b>5. TYPE OF AWARD:</b> Service		<b>6. TYPE OF ACTION:</b> Non-Competing Continuation		<b>7. AWARD AUTHORITY:</b> 42 U.S.C. 9801
<b>8. BUDGET PERIOD:</b> 07/01/2017 THRU 06/30/2018		<b>9. PROJECT PERIOD:</b> 07/01/2013 THRU 06/30/2018		<b>10. CAT NO.:</b> 93.600
<b>11. RECIPIENT ORGANIZATION:</b> Genesee County				

ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.	UNOBLIG.	NONFED%
	05CH832605	75-17-1536	7-G054125	\$4,594,198.00		

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES  
NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

<b>1. AWARDING OFFICE:</b> Office of Head Start		<b>2. ASSISTANCE TYPE:</b> Discretionary Grant	<b>3. AWARD NO.:</b> 05CH8326-05-00	<b>4. AMEND. NO.</b> 0
<b>5. TYPE OF AWARD:</b> Service		<b>6. TYPE OF ACTION:</b> Non-Competing Continuation		<b>7. AWARD AUTHORITY:</b> 42 U.S.C. 9801
<b>8. BUDGET PERIOD:</b> 07/01/2017 THRU 06/30/2018		<b>9. PROJECT PERIOD:</b> 07/01/2013 THRU 06/30/2018		<b>10. CAT NO.:</b> 93.600
<b>11. RECIPIENT ORGANIZATION:</b> Genesee County				

**STANDARD TERMS**

1. Paid by DHHS Payment Management System (PMS), see attached for payment information. This award is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable to you based on your recipient type and the purpose of this award.

This includes requirements in Parts I and II (available at <http://www.hhs.gov/grants/grants/policies-regulations/index.html>) of the HHS GPS. Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 75, directly apply to this award apart from any coverage in the HHS GPS. This award is subject to requirements or limitations in any applicable Appropriations Act. This award is subject to the requirements of Section 106 (g) of the trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://www.acf.hhs.gov/discretionary-post-award-requirements>.

This award is subject to the Federal Financial Accountability and Transparency Act (FFATA or Transparency) of 2006 subaward and executive compensation reporting requirements. For the full text of the award term, go to <http://www.acf.hhs.gov/discretionary-post-award-requirements>. This award is subject to requirements as set forth in 2 CFR 25.110 Central Contractor Registration (CCR) and DATA Universal Number System (DUNS). For full text go to <http://www.acf.hhs.gov/discretionary-post-award-requirements>.

Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

The Administration for Children and Families U.S. Department of Health and Human Services Office of Grants Management ATTN: Grants Management Specialist 330 C Street, SW., Switzer Building Corridor 3200 Washington, DC 20201 AND  
U.S. Department of Health and Human Services Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW, Cohen Building Room 5527 Washington, DC 20201 Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov  
Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180& 376 and 31 U.S.C. 3321).

This award is subject to the requirements as set forth in 45 CFR Part 87. This award is subject to HHS regulations codified at 45 CFR Chapter XIII, Parts 1301, 1302, 1303, 1304 and 1305. Attached are terms and conditions, reporting requirements, and payment instructions. Initial expenditure of funds by the grantee constitutes acceptance of this award.

## AWARD ATTACHMENTS

Genesee County

05CH8326-05-00

1. 05CH8326-05-00 Remarks and Attachment 1

## **26. REMARKS (Continued from previous page)**

This grant action awards \$4,263,957 for Head Start operations, \$54,360 for training and technical assistance, \$4,594,198 for Early Head Start operations and \$90,958 for training and technical assistance for the 07/01/2017-06/30/2018 budget period.

Head Start population: 424 children.

Designated Head Start service area: Genesee County with the exception of Beecher, Carman-Ainsworth and Flint school districts.

Approved program options for the Head Start program: Center-based, Home-based.

Early Head Start population: 335 infants, toddlers and pregnant women.

Designated Early Head Start service area: Genesee County with the exception of Bendle and Carman-Ainsworth school districts.

Approved program options for the Early Head Start program: Center-based, Home-based.

This grant is subject to the requirements for contribution of the non-federal match and approval of key staff, the limitations on development and administrative costs and employee compensation, and prior written approval for the purchase of equipment and other capital expenditures and the purchase, construction and major renovation of facilities as specified in Attachment 1.

This action approves the reduction in the Head Start enrollment level of 29 slots and the reduction in the Early Head Start enrollment level of 44 slots pursuant to Section 640(g)(3) of the Head Start Act effective July 1, 2017.

Early Head Start delegate agency: Beecher Community Schools.

## **Attachment 1**

**Award Number: 05CH8326/05**

**Recipient Organization: GENESEE COUNTY**

This grant is subject to Section 640(b) of the Head Start Act and 45 C.F.R. § 1303.4 requiring a non-federal match of 20 percent of the total cost of the program. This grant is also subject to the requirements in Section 644(b) of the Head Start Act and 45 C.F.R. § 1303.5 limiting development and administrative costs to a maximum of 15 percent of the total costs of the program, including the non-federal match contribution of such costs. The requirements for a non-federal match of 20 percent and the limitation of 15 percent for development and administrative costs apply to the 07/01/2017-06/30/2018 budget period unless a waiver is approved. Any request for a waiver of the non-federal match, or a portion thereof, that meets the conditions under Section 640(b)(1)-(5) of the Head Start Act and 45 C.F.R. § 1303.4 or a waiver of the limitation on development and administrative costs that meets the conditions under 45 C.F.R. § 1303.5 must be submitted in advance of the end of the budget period. Any waiver request submitted after the expiration of the project period will not be considered.

The HHS Uniform Administrative Requirements (see 45 C.F.R. § 75.308(c)(1)(ii)) provide the authority to ACF to approve key staff of Head Start grantees. For the purposes of this grant, key staff is defined as the Head Start Director or person carrying out the duties of the Head Start Director if not under that title and the Chief Executive Officer, Executive Director and/or Chief Fiscal Officer if any of those positions is funded, either directly or through indirect cost recovery, more than 50 percent with Head Start funds.

Section 653 of the Head Start Act prohibits the use of any federal funds, including Head Start grant funds, to pay any portion of the compensation of an individual employed by a Head Start agency if that individual's compensation exceeds the rate payable for Level II of the Executive Schedule.

Prior written approval must be obtained for the purchase of equipment and other capital expenditures as described in 45 C.F.R. § 75.439(a). Prior written approval must also be obtained under 45 C.F.R. § 75.439(b)(3) and 45 C.F.R. Part 1303 Subpart E – Facilities to use Head Start grant funds for the initial or ongoing purchase, construction and major renovation of facilities. No Head Start grant funds may be used toward the payment of one-time expenses, principal and interest for the acquisition, construction or major renovation of a facility without prior written approval of the Administration for Children and Families.



## COMMITTEE REFERRAL FORM

### Human Services Committee

**Meeting Date:** July 18, 2017

Action Taken – Approval by Ms. Doerr supported by Mr. Nolden for the Contract with Bridget Burns-King, FNP-BC. Amount: \$10,000.00; Funding Account: 221.6010.6125.0858 Service Contracts; For the Period: July 1, 2017 through September 30, 2018; For the Purpose To facilitate a cooperative relationship for the training on Family Planning procedures (IUD and Nexplanon).


### MOTION CARRIED.

**Committee Referred From:** Board of Health

wc

## MEMORANDUM

**To:** Kay Doerr, Chairperson  
Genesee County Board of Health

**From:** Mark Valacak, MPH   
Health Officer

**Date:** July 11, 2017

**Subject:** Contract with Bridget Burns-King, FNP-BC

### Requested Action

Board approval and referral by the Health Officer to the appropriate committee of the Board of Commissioners.

**Contract:** Bridget Burns-King, FNP-BC

**Amount:** \$10,000.00

**Funding Account:** 221.6010.6125.0858 Service Contracts

**For the Period:** July 1, 2017 through September 30, 2018

**Purpose:** To facilitate a cooperative relationship for the training on Family Planning procedures (IUD and Nexplanon).

### Discussion

Bridget Burns-King, FNP-BC will provide mentorship and training for gynecological procedures for Nurse Practitioners. Clinical coverage for gynecological procedures. (see Exhibit A of Contract).  
**No County appropriation is required.**

## 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 **Bridget Burns-King, FNP-BC**, a Michigan sole proprietor, whose principal place of business is located at 302 High Street, Williamston, Michigan, 49985 (the "Contractor") (the County and the Contractor together, the "Parties").

### 1. Term

#### 1.1 Initial Term

The initial term of this Contract commences on July 1, 2017 and shall be effective through September 30, 2018 (the "Initial Term").

#### 1.2 Extension Terms

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

### 2. Purpose

This Contract is entered into for the purpose of facilitating a cooperative Contractor/Department relationship for the training on Family Planning procedures (IUD and Nexplanon) in the GCHD clinics with employed nurse practitioners by **Bridget Burns-King, FNP-BC**.

### 3. Scope of Work

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

### 4. Compensation

*Unit Rate.* The total amount paid to the Contractor shall not exceed \$10,000.00, \$60 per hour. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

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

### 6. Contract Administrator

The contract administrator for this Contract is Toni LaRocco, MS, RN, (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.

**7. Reporting Requirements**

During the term of this Contract, the Contractor must provide to the Contract Administrator the reports identified and described on Exhibit B.

**8. Inspection and Acceptance**

All goods provided with the Services are received subject to inspection and testing. If goods are defective or fail to meet the specifications, the County shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor shall correct the defects at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five day period, the County will dispose of the goods and the County shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

**9. Warranties**

The Contractor warrants that:

- 9.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 9.2 For a period of one (1) year following completion of the Services, the Services and any goods provided with the Services shall conform to the representations made by the Contractor.
- 9.3 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 9.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 9.5 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 and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

**10. Suspension of Work**

**10.1 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.

#### 10.2 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.

### 11. Termination

#### 11.1 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.

#### 11.2 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.

#### 11.3 Termination for Convenience

If either party determines that it is in its best interests, the party may terminate this Contract upon thirty (30) days written notice to the other party.

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

#### **11.4 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.

### **12. Equipment Purchased with County Funds**

#### **12.1 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.

#### **12.2 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.

### **13. Nondiscrimination**

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

### **14. Freedom of Information Act**

This Contract and all attachments, as well as all 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".



## **15. 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.

## **16. Audit Rights**

### **16.1 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.

### **16.2 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.

### **16.3 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.

### **16.4 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.

## **17. Identity Theft Prevention**

- 17.1 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.

- 17.2 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.

## **18. Insurance Requirements and Indemnification**

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

### **18.1 Insurance Certificate and Additional Insured Coverage**

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

### **18.2 Indemnification**

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless 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.

## **19. Independent Contractor**

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

## **20. General Provisions**

### **20.1 Entire Contract**

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

- 20.1.1. The Contract – This Professional Services Contract
- 20.1.2. Exhibit A – The Scope of Work
- 20.1.3. Exhibit B – Timesheet
- 20.1.4. Exhibit C – Insurance Checklist
- 20.1.5. Exhibit D – Collaborative Practice Agreement



20.1.6. Exhibit E - Timesheet

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.

20.2 No Assignment

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

20.3 Modification

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

20.4 Binding Effect

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

20.5 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.

20.6 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.

20.7 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.

20.8 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.

## 20.9 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

BRIDGET BURNS-KING

COUNTY OF GENESEE

By: \_\_\_\_\_  
Bridget Burns-King, FNP-BC

By: \_\_\_\_\_  
Mark Young, Chairperson  
Board of County Commissioners

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

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

Approved as to form:

\_\_\_\_\_  
Corporation Counsel

R:\Groups\Admin\Contracts\contracts 16-17\BURNS-KING\_CONTRACT (7-1-17 TO 9-30-18).doc

**EXHIBIT A**  
**Scope of Work**

The Contractor agrees to the following during the contract term:

1. Provide at least 8 hours monthly clinic time to insert IUDs for Family Planning clients.
2. Precept GCHD nurse practitioners regarding IUD insertions.
3. Continue to follow with GCHD nurse practitioner until both contractor and employed nurse practitioners are comfortable with GCHD nurse practitioners IUD insertion skills.
4. In the event that the quantity of IUDs is not large enough to ensure GCHD proficiency in IUD insertion performed by GCHD nurse practitioner, Contracted nurse practitioner will continue to provide IUD insertion time enough to meet clinic need.
5. Complete, sign and turn in a Contractor Time sheet bi-weekly if hours are worked (See Exhibit E).

**EXHIBIT B**  
**Reports Required from the Contractor**

Description of Report  
Timesheet

Frequency  
Bi-weekly

## GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR:  
BC

Bridget Burns-King Medical Services Contract, FNP-

### Coverage Required

### Limits (Figures denote minimums)

☒ 1. Workers' Compensation

☒ 2. Employers' Liability

Statutory limits of Michigan

\$100,000 accident/disease

\$500,000 policy limit, disease

Including Premises/operations

☒ 3. General Liability

\$1,000,000 per occurrence with \$2,000,000 aggregate

Including Products/Completed Operations and

Contractual Liability

☒ 4. Professional liability

\$1,000,000 per occurrence with \$2,000,000 aggregate

Including errors and omissions

☒ 5. Medical Malpractice

\$200,000 per occurrence \$800,000 in aggregate

☒ 6. Automobile liability

\$1,000,000 combined single limit each accident-

Owned, Hired, Non-owned

☐ 7. Umbrella liability/Excess Coverage

\$ ,000,000 BI & PD and PI

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

☒ 9. Other insurance required: If the Contractor is a Sole Proprietor, a Genesee County Sole Proprietor Workers' Compensation Release form must be completed and signed in lieu of providing Workers' Compensation Insurance.

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

☒ 11. The certificate must state bid number and title

### Insurance Agent's Statement

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

☐ The above required policies carry the following deductibles:

☐ Liability policies are **occurrence** ☐ **claims made** ☐

\_\_\_\_\_  
Insurance Agent

\_\_\_\_\_  
Signature

### Prospective Contractor's Statement

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

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

## Exhibit D

# GENESEE COUNTY HEALTH DEPARTMENT (GCHD) COLLABORATIVE PRACTICE AGREEMENT

## I. GENERAL INFORMATION

### A. Nurse Practitioner, contracted by GCHD (referred to as "Contractor")

Name Bridget Burns-King, FNP-BC

Date Certified \_\_\_\_\_ Certifying Organization \_\_\_\_\_

### B. Licensed Physician

Name Gary K. Johnson, MD, MPH MI License \_\_\_\_\_

### C. Description of Setting of Practice

1. The setting is the Genesee County Health Department McCree South Health Center and the Burton Health Center.
2. Patients are adolescent and adult outpatients. Volume will vary – two to four per Hours.

## II. NURSE PRACTITIONER FUNCTIONS

The nurse practitioner will provide general preventive care and diagnosis and treatment of episodic, short-term, and stable chronic health problems. Provisions for referring patients with unstable or acute life-threatening conditions are detailed below. Such care will include, but not be limited to, the following functions:

### A. Perform Comprehensive Physical Assessments of Patients as Needed

The nurse practitioner will perform a pertinent history and physical examination of any patient to establish a database and identify the patient's immediate and comprehensive health care needs.

### B. Establish Medical Diagnosis for Common Short-Term or Chronic Stable Health Problems

The scope of practice of the nurse practitioner will depend upon the category of problem and will become clear by the delineation of the following categories of problems:

- For common acute or chronic stable conditions, the nurse practitioner will diagnose, manage, and treat, including prevention and patient education.
- For uncommon or unstable conditions, the nurse practitioner will participate in the diagnosis with consultation and either refer to a specialist or participate in the dual management and treatment with a consultant.
- For acute life-threatening conditions, the nurse practitioner would provide a working diagnosis, e.g., institute emergency management according to the

Emergency Medical Protocol book and immediately refer to a secondary care center.

#### **Order, Perform, and Interpret Laboratory Tests (Including Diagnostic and Invasive Procedures)**

The nurse practitioner will order and interpret laboratory and diagnostic tests and will consult with physician and other health care professionals, as needed, in ordering and interpreting these tests.

#### **C. Prescribe Drugs**

In compliance with all of the following, the nurse practitioner will prescribe drugs:

1. as necessary and appropriate in accordance with state and federal law;
2. as delegated from formulary and consult for medication when needed;
3. to clients of GCHD clinics only. Dispensing of medication to him/herself, GCHD staff, family or acquaintances is strictly prohibited.

#### **D. Perform Therapeutic and Corrective Measures**

The nurse practitioner will order and may perform such therapeutic measures as are appropriate for Health Department patients.

### **III. NURSE PRACTITIONER/PHYSICIAN RELATIONSHIP**

#### **A. Referrals**

The nurse practitioner will evaluate, diagnose, manage, and treat common acute and chronic stable conditions as described in Section II.B above, seeking consultation as she deems necessary.

In dealing with uncommon or unstable conditions as described in Section II.B, the nurse practitioner will take the history, do the physical exam, obtain laboratory and other necessary data, participate in the diagnosis with consultation, and either refer to the physician consultant or to a specialty clinic or secondary treatment center or participate in dual management and treatment with a physician consultant or specialty clinic.

In dealing with acute life-threatening conditions, the nurse practitioner will take a history, do the necessary initial physical exam, make a working diagnosis, institute emergency management according to the Emergency Medical Protocol book and immediately refer to the nearest emergency department.

#### **B. Drug and Medical Guidelines**

The nurse practitioner will collaborate with the physician in establishing and reviewing drug and other medical guidelines. Review of guidelines will be done in a continuing manner, but no less frequently than annually.

#### **C. Schedule for Review**

The nurse practitioner will review and discuss medical diagnoses and therapeutic or corrective measures employed in a continuing manner when the dual management method of care is employed. The nurse practitioner and physician will review and



discuss patient care management no less than quarterly.

\_\_\_\_\_  
Nurse Practitioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Physician

\_\_\_\_\_  
Date

R:\Groups\Admin\Contracts\contracts 16-17\BURNS-KING\_CONTRACT (7-1-17 TO 9-30-18).doc

# EXHIBIT E – Timesheet

## CONTRACTOR HOURS

Name: Bridget Burns-King, FNP-BC

Pay period flex time requested: From:

Proposed Hours						
Date	Week One	Begin Shift	Lunch* In/Out	End Shift	Other Hours	Total** Hours
01/00/00	Saturday					
01/01/00	Sunday					
01/02/00	Monday					
01/03/00	Tuesday					
01/04/00	Wednesday					
01/05/00	Thursday					
01/06/00	Friday					
Week One Total						0.0

Hours Worked						
Date	Week Two	Begin Shift	Lunch* In/Out	End Shift	Other Hours	Total** Hours
01/07/00	Saturday					
01/08/00	Sunday					
01/09/00	Monday					
01/10/00	Tuesday					
01/11/00	Wednesday					
01/12/00	Thursday					
01/13/00	Friday					
Week Two Total						0.0

\*Must be at least 30 minutes

\*\* Must total 40 hours per week and no more than 10 hours per day

{ } Approved  
{ } Not Approved

Contractor Signature

Supervisor Signature

## **Human Services Committee**

**Meeting Date:** July 18, 2017

Action Taken – Approval by Mr. Nolden supported by Ms. Doerr for the Contract with Hope Network. Amount: \$3,898.00; Funding Account: 221.6010.6235.889 Miscellaneous Revenue; For the Period: June 1, 2017 through September 30, 2017; For the Purpose of provide tobacco sales compliance checks.

### **MOTION CARRIED.**

**Committee Referred From:** Board of Health

WC


Mark Valacak, MPH  
Health Officer



Gary K. Johnson, MD, MPH  
Medical Director

## MEMORANDUM

To: Kay Doerr, Chairperson  
Genesee County Board of Health

From: Mark Valacak   
Health Officer

Date: July 11, 2017

Subject: Contract for Professional Services

### Requested Action

Board approval and referral by the Health Officer to the appropriate committee of the Board of Commissioners.

Contract: Agreement for Professional Services with Hope Network

Amount: \$3,898.00

Funding Account: 221.00.00.6235.28680.00 Grant Revenue

Funding Source: Region 10 Prepaid Inpatient Health Plan

For the Period: June 1, 2017 through September 30, 2017

Purpose: To provide tobacco sales compliance checks.

### Discussion

This contract is to provide tobacco retailer compliance checks and to monitor the sale of tobacco products to minors in Genesee County in accordance with Federal, State, and Local Laws.

## 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 Hope Network, a Michigan non-profit corporation whose principal place of business is located at 70 Lafayette, Business Office, Pontiac, Michigan 48342 (the "Contractor") (the County and the Contractor together, the ("Parties")).

### 1. Term

#### 1.1 Initial Term

The initial term of this Contract and shall be effective from June 1, 2017 through September 30, 2017 (the "Initial Term").

### 2. Purpose

This contract is entered into for the purpose of facilitating a cooperative relationship for the delivery of certain public health services, specifically to contract with Hope Network New Passages - Connexion, to implement tobacco compliance checks to monitor the sale of tobacco products to minors in Genesee County, Michigan in accordance with Federal, State and Local laws and regulations.

### 3. Scope of Work

The Contractor agrees to perform the services described in Exhibit A (the "Services") and comply with Operational Policies and Procedures (Exhibit B).

### 4. Compensation

The Contractor shall be paid according to the rates identified on Exhibits C and D. The total amount paid to the Contractor shall not exceed \$3,898.00. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

### 5. Taxes.

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

### 6. Contract Administrator

The contract administrator for this Contract is Terria Fagan (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.

## **7. Reporting Requirements**

During the term of this Contract, the Contractor must provide to the Contract Administrator the reports identified and described on Exhibit E.

## **8. Inspection and Acceptance**

All goods provided with the Services are received subject to inspection and testing. If goods are defective or fail to meet the specifications, the County shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor shall correct the defects at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five day period, the County will dispose of the goods and the County shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

## **9. Warranties**

The Contractor warrants that:

- 9.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 9.2 For a period of one (1) year following completion of the Services, the Services and any goods provided with the Services shall conform to the representations made by the Contractor.
- 9.3 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 9.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 9.5 The Contractor will maintain a current Certificate To Do Business with Genesee County issued by the Genesee County Equity and Diversity Officer.
- 9.6 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 the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.



## **10. Suspension of Work**

### **10.1 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.

### **10.2 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.

## **11. Termination**

### **11.1 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.

### **11.2 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.

### **11.3 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.

#### **11.4 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.

### **12. Equipment Purchased with County Funds**

#### **12.1 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.

#### **12.2 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.

### **13. Nondiscrimination**

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

### **14. Freedom of Information Act**

This Contract and all attachments, as well as all 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".

### **15. 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.

## **16. Audit Rights**

### **16.1 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.

### **16.2 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.

### **16.3 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.

### **16.4 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.

## **17. Identity Theft Prevention**

17.1 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.

17.2 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.

## **18. Insurance Requirements and Indemnification**

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

### **18.1 Insurance Certificate and Additional Insured Coverage**

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

### **18.2 Indemnification**

The Contractor agrees to indemnify, defend and hold the County, its officials, officers, agents, and employees harmless 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.

## **19. Independent Contractor**

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

## **20. General Provisions**

### **20.1 Entire Contract**

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

- 20.1.1. The Contract – This Professional Services Contract
- 20.1.2. Exhibit A – Description of Work
- 20.1.3. Exhibit B – County Tobacco Compliance Check Operational Policies and Procedures
- 20.1.4. Exhibit C – County Tobacco Compliance Check Reimbursement Procedure
- 20.1.5. Exhibit D – Synar Tobacco Compliance Check Reimbursement Procedure
- 20.1.6. Exhibit E – Reporting Forms

20.1.7. Exhibit F – Insurance Checklist

20.1.8. Exhibit G – Program Budget – Cost Detail

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.

## 20.2 No Assignment

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

## 20.3 Modification

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

## 20.4 Binding Effect

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

## 20.5 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.

## 20.6 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.

## 20.7 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.

## 20.8 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.

## 20.9 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

HOPE NETWORK

By: \_\_\_\_\_

Jamie Bragg-Lovejoy

Executive Director

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

GENESEE COUNTY

By: \_\_\_\_\_

Mark Young, Chairperson

Board of County Commissioners

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

## **EXHIBIT A**

### **Description of the Services**

**Contractor agrees to provide the following services:  
Tobacco Compliance Checks**

#### **Required Services**

1. Provide at least 4 youth investigators who are 16 and 17 years of age to participate in up to 300 tobacco compliance checks conducted to determine compliance with the Genesee County Regulation to Require License for Retail Sale of Tobacco and to Prohibit the Sale of Tobacco to Minors.
2. Provide at least 2 youth investigators ages 16 and 17 (one male and one female) to participate in Synar tobacco compliance checks. The Michigan Department of Community Health will determine the exact number of Synar tobacco compliance checks to be conducted.
3. Provide transportation for youth investigators to various locations to conduct the tobacco compliance checks.
4. Provide a youth schedule of availability to Tobacco Policy Educator (TPE)/Designated Youth Tobacco Representative (DYTUR) for scheduling of tobacco compliance checks.
5. Ensure youth are scheduled in pairs when conducting tobacco compliance checks.
6. Review all tobacco compliance check forms to ensure forms are completed correctly before submitting to TPE/DYTUR.
7. Ensure reporting form, daily tobacco compliance check log and FSR are submitted to TPE/DYTUR in a timely manner as stated in the County Tobacco Compliance Check contract.
8. Reports must be sent to the Department/Planning, Information, Community Outreach Division/Tobacco Section, unless otherwise noted. Contractors are responsible for assuring that reports are submitted to the correct location. Reports submitted to an incorrect fax number, Health Department Section or addresses are subject to not being timely or not being defined as submitted.



## EXHIBIT B

### County Tobacco Compliance Check Operational Policies and Procedures

1. Retailers will be chosen by the Department. Compliance checks will be scheduled through Contractor designee in advance of needed compliance checks.
2. Retailers will not be notified of the compliance check until it is completed.
3. Youth inspectors 16 and 17 years of age will be supplied by the Contractor to participate in the compliance check process.
4. "Compliance check" means a youth inspector will enter a tobacco retailer's place of business and attempt to purchase tobacco products. "Site" means the premises of licensed and non-licensed tobacco retailers.
5. County tobacco compliance checks permit the youth inspector the opportunity to purchase tobacco products from a tobacco retailer. The retailer will be found in non-compliance if the tobacco sale is consummated and will be subject to penalties as outlined in the current Genesee County Regulation to Require License for Retail Sale of Tobacco and Prohibit the Sale of Tobacco to Minors.
6. SYNAR compliance checks are conducted in the same manner as County compliance checks with one modification: the sale is consummated. Youth inspectors will only attempt to purchase tobacco products during SYNAR checks. Youth inspectors are instructed never to exchange money with the store clerk for tobacco products during a SYNAR compliance check.
7. All youth inspectors must have written parental/guardian permission and participate in a Health Department sponsored training program.
8. All parental/guardian permission forms will be kept on file at the Health Department as well as the contracting agency. All youth participating in the tobacco compliance check program must possess a current Michigan Identification or a valid Driver's License. The Department and the Contractor will also keep on file copies of the picture identification or driver's license of the youth participating in the tobacco compliance check program.
9. Chaperones and youth that perform compliance checks must be available as needed for meetings, interviews, testimony and any other requirements needed regarding civil citation appeal hearings. The Contractor must ensure timely availability of staff and/or youth in the event such requests occur.
10. The training program for the compliance checks shall inform participants of the rules of the procedure. The rules will consist of the following:
  - a. All participants must be informed of the rules, receipt of which shall be documented. Youth inspectors shall be supervised at all times by a chaperone of the agency employing the youth inspectors.
  - b. The youth inspector and chaperone may not disclose any information regarding the compliance checks.
  - c. New youth inspectors performing compliance checks shall perform a minimum of 4 documented mock compliance checks. These mock checks will help train the youth inspectors on the policies and procedures of how to perform tobacco compliance checks.

The mock compliance checks will not be consummated in the same manner as Synar compliance checks.

- d. Chaperones shall comply with all traffic laws. This includes but is not limited to not speeding, stopping at stop signs and traffic lights, using caution through construction zones, driving cautiously during inclement weather conditions, and using seatbelts.
  - e. Each youth inspector shall be given a designated amount of money with which to purchase tobacco products during the compliance checks. Youth inspectors shall be held responsible by Contractor for any misuse of funds.
  - f. The youth inspector and TPE/DYTUR shall enter the store separately. The youth inspector shall attempt to purchase a tobacco product. The TPE/DYTUR shall witness the youth inspector attempt to purchase or purchase the tobacco product.
  - g. At the site, the youth inspector shall notice the tobacco product display location and whether or not an age restriction sign is posted.
  - h. If the clerk asks for identification, the youth inspector will present it and inform the clerk of his/her legitimate age. At no time will false identification or information be used, nor will the youth inspector be asked to lie about his or her age.
  - i. If the clerk refuses the sale, the youth inspector shall then leave the store.
  - j. Information about the visit will be recorded on a data sheet provided by the Department immediately following the inspection.
  - k. If a sale is consummated, a citation shall be issued by the TPE/DYTUR.
  - l. The youth inspector and TPE/DYTUR will document information regarding specific events of each compliance check performed. Signature on additional documents, provided by the Department, may be required.
  - m. TPE/DYTUR shall package and label all physical evidence pertaining to the tobacco compliance checks. All evidence shall be kept on file at the Department for not less than one year.
11. All sections of the Compliance Check Monthly Report Form (Exhibit E-3) must be completed to receive final reimbursement.
12. Chaperone must ensure that all compliance check reporting forms are completed in its entirety after leaving each outlet. Completed forms will be provided to the TPE/DYTUR to be kept on file at the Department.
13. If for any reason, the Department or Contractor is not able to perform compliance checks as scheduled, notice should be provided by 9:00 a.m. of the scheduled date.

## EXHIBIT C

### County / Non-Synar Tobacco Compliance Check Reimbursement Procedure

1. County /Non- Synar tobacco compliance checks will be performed between June 1, 2017 and September 30, 2017. Youth inspectors performing County tobacco compliance checks shall be reimbursed an hourly rate during the course of conducting the compliance checks.
2. Only tobacco compliance checks that are completed as required by the Department will receive reimbursement. A tobacco compliance check is considered complete when:
  - a. A retailer check has been conducted, the attempted purchase is complete and all required paperwork has been submitted correctly to the Department.
  - b. A retailer visit was attempted but unsuccessful because the retailer is out of business, inappropriate for youth access, does not sell tobacco, etc., and all required paperwork has been completed and submitted correctly to the Department.
  - c. A retailer check/visit was completed within the timeline established by the Department.

Tobacco compliance check forms provided by the Department shall be used by the Contractor and completed onsite following each tobacco compliance check (See Exhibit E-1). Complete tobacco compliance check forms must be submitted to the Department no later than seven (7) days after the close of the calendar month to receive reimbursement. Complete tobacco compliance check forms shall be accompanied by a report on which is recorded the number of tobacco compliance checks each youth inspector has conducted for the month.

3. Over the entire contract period, total reimbursement to the Contractor by the Department for County Tobacco Compliance checks shall not exceed \$1798.00 or 119 tobacco compliance checks in total and not more than \$15.00 per tobacco compliance check.
4. Over the entire contract period, total reimbursement to the Contractor by the Department for Non-Synar Tobacco Compliance checks shall not exceed \$1770.00 or 118 tobacco compliance checks in total and not more than \$15.00 per tobacco compliance check.



## **EXHIBIT D**

### **SYNAR TOBACCO COMPLIANCE CHECK REIMBURSEMENT PROCEDURE**

1. SYNAR compliance checks may be performed between June 1, 2017 and June 30, 2017, unless additional checks are required by the Department after that date. Youth inspectors performing SYNAR compliance checks shall be reimbursed an hourly rate during the course of conducting the compliance checks. Please note that our inspectors shall be paid by the hour not per check.
2. Only compliance checks that are completed as required by the Department will receive reimbursement. A compliance check is considered completed when:
  - a. A retailer check has been conducted, the attempted purchase has been completed and all required paperwork has been submitted correctly, to the Department;
  - b. A retailer visit was attempted but unsuccessful because the retailer is out of business, inappropriate for youth access, does not sell tobacco, etc., and all required paperwork has been completed and submitted correctly to the Department.
  - c. A retailer check/visit has been completed within the timeline established by the Department.
3. Compliance check forms provided by the Department shall be used by the Contractor, and completed onsite following each compliance check (See Exhibit E-2). Completed compliance check forms must be submitted to the Department no later than seven (7) days after the close of the calendar month to receive reimbursement. Completed compliance check forms shall be accompanied by a log on which is recorded the number of compliance checks each youth inspector has conducted for the month.
4. Over the entire contract period, total reimbursement to the Contractor by the Department for SYNAR compliance checks shall not exceed \$330.00 or 22 tobacco compliance checks in total and not more than \$15.00 per check.

**EXHIBIT E**  
Reports Required from the Contractor

<u>Description of Report</u>	<u>Frequency</u>
1. SYNAR Youth Tobacco Act Reporting Form	Every Synar check
2. Tobacco Compliance Check Report Form	Every County Compliance Check
3. Tobacco Check Monthly Report Form	Monthly
4. Tobacco Compliance Check Billing Statement	Monthly

**EXHIBIT E-1**  
**Compliance Check Report Form**  
**Tobacco Retailers**

**Please correct name and address if necessary**

Name of retailer: JULE'S MARKET & DELI INC

Address of Store: 2212 LEWIS ST

City: FLINT County: GENESEE

**Type of Store:**

☐ Grocery   ☐ Convenience   ☐ Gas station   ☐ Restaurant   ☐ Bar/Lounge  
☐ Other (specify) \_\_\_\_\_

Vending Machine:   ☐ Yes   ☐ No

Date: \_\_\_\_\_ Time: \_\_\_\_\_ ☐ A.M.   ☐ P.M.

	YES	NO
Were you able to buy tobacco products?	<input type="checkbox"/>	<input type="checkbox"/>
Clerk asked my age?	<input type="checkbox"/>	<input type="checkbox"/>
Clerk checked my ID?	<input type="checkbox"/>	<input type="checkbox"/>
I had to ask for tobacco from behind the counter?	<input type="checkbox"/>	<input type="checkbox"/>
Was a Youth Tobacco Act sign posted?	<input type="checkbox"/>	<input type="checkbox"/>

Clerk's Estimated Age:   ☐ Under 18   ☐ 18-29   ☐ 30-49   ☐ 50 or older

Clerk's gender:   ☐ Male   ☐ Female

Purchaser's Age: \_\_\_\_\_ Gender: ☐ Male   ☐ Female

What type of tobacco did you buy/try to buy?   ☐ cigarettes   ☐ chewing tobacco

Any comments made by store clerk:

If unable to complete Compliance Check, identify reason (check one)

☐ Doesn't sell tobacco   ☐ Out of business   ☐ Inappropriate for teen access  
☐ Couldn't find address   ☐ Other reason (specify) \_\_\_\_\_

YOUTH SIGNATURE: \_\_\_\_\_

**Coordinating agency: Genesee**

**Inspection Date:** (MM/DD/YY):    /    /   

Record #:

Time of visit: \_\_:\_\_, am. \_\_\_\_ pm. \_\_\_\_

# **EXHIBIT E-3** **Tobacco Compliance Checks Monthly Report Form**

<b>Agency:</b>	Hope Network		<b>Month:</b>				
	<b>Type of check completed</b> <i>(enter number completed)</i>						
	<b>County</b>	<b>Synar</b>	<b>Non Synar</b>				
<b>Pharmacy</b>							
<b>Department</b>							
<b>Grocery</b>							
<b>Party/Convenience</b>							
<b>Gas Station</b>							
<b>TOTAL</b>							
<p><b>Were there any compliance checks that were unable to be completed?</b> <i>(If yes, list stores not checked)</i>      <input type="checkbox"/> YES      <input type="checkbox"/> NO</p>							
<p><b>Name of Youth (s):</b></p>							
<p><b>Name and Address of location(s) checked</b>  <i>(use separate paper if needed)</i></p>							
<table border="1"> <tr> <td>Name Of Person Completing Report</td> <td>Title</td> <td>Date</td> </tr> </table>					Name Of Person Completing Report	Title	Date
Name Of Person Completing Report	Title	Date					

**EXHIBIT E-4**  
**Billing Statement (Financial Status Report)**  
**Genesee County Health Department**

Program Tobacco Compliance Checks	Code: 2540	Report Period: _____ Thru _____	Date: _____
Agency: Hope Network		Contract Period: October 1, 2016 Thru September 30, 2017	
Address: 70 Lafayette, Pontiac Michigan 48342		Payee ID # 38-2242037	

	Category	Billed		Contract	
		Current Period	YTD	Budget	Balance
1	Genesee County Compliance Checks Unit Rate: \$15.00 per check			\$1,798.00	
2	<b>SYNAR</b> compliance checks unit rate: \$15.00 per check <b>Non-SYNAR</b> compliance checks: unit rate: \$15.00 per check			\$330.00	
3	Total			\$1,770.00	
				\$3,898.00	

SOURCE OF FUNDS					
4	State Contract			\$2,100.00	
5	Local			\$1798.00	
6	Federal			0	
7	Other			0	
8	Fees & Collections			0	
9	TOTAL FUNDING			\$3,898.00	

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

Authorized Signature: _____	Title: _____	Date: _____
Contact Name: _____	Phone: _____	

**FOR COUNTY USE ONLY**

APPROVAL	FUND	ACCOUNT	AMOUNT



**PROFESSIONAL SERVICES CONTRACT FOR: Tobacco Compliance Check Contract**

### Insurance Agent's Statement

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

\_\_\_\_\_ The above required policies carry the following deductibles:

\_\_\_\_\_ Liability policies are **occurrence** \_\_\_\_\_ **claims made** \_\_\_\_\_

Insurance Agent \_\_\_\_\_ Signature \_\_\_\_\_

### **Contractor's Statement**

Contractor's Statement  
I understand the insurance requirements and will comply in full if awarded the contract.

Contractor Signature \_\_\_\_\_

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

**EXHIBIT G**  
**PROGRAM BUDGET-COST DETAIL**

<b>AGENCY</b> Hope Network		<b>ADDRESS</b> 70 Lafayette, Pontiac Michigan 48342		<b>GRANT #</b>  <b>FED ID #</b> #38-2242037		
<b>DETAILED BUDGET FOR NEXT BUDGET PERIOD--DIRECT COSTS ONLY</b>			<b>FROM</b> 10/1/2016	<b>THROUGH</b> 9/30/2017		
<b>PERSONNEL (Applicant organization only)</b>				<b>DOLLAR AMOUNT REQUESTED (omit cents)</b>		
<b>NAME</b>	<b>ROLE ON PROJECT</b>	<b>TYPE APPT. (MONTHS)</b>	<b>% EFFORT ON PROJ.</b>	<b>SALARY REQUESTED</b>	<b>FRINGE BENEFITS</b>	<b>TOTALS</b>
<b>SUBTOTALS-----&gt;</b>				-	-	-
<b>CONTRACTUAL COSTS</b>						
<b>EQUIPMENT (Itemized)</b>						
<b>SUPPLIES (Itemize by category)</b>						
<b>TRAVEL</b>						
<b>PATIENT CARE COSTS</b>						
<b>ALTERATIONS AND RENOVATIONS (Itemize by category)</b>						
<b>OTHER EXPENSES (Itemize by category)</b>						
County Tobacco Compliance Checks 119 @ \$15.00 not to exceed \$1,798.00						
Non-Synar checks 118 @ \$15.00 " " \$1,770.00						
Synar checks 22 @ \$15.00 " " \$330.00						
<b>SUBTOTAL DIRECT COSTS FOR NEXT BUDGET PERIOD</b>						<b>\$3,898.00</b>
<b>CONSORTIUM/CONTRACTUAL COSTS</b>			<b>DIRECT COSTS</b>			
			<b>FACILITIES AND ADMINISTRATION COSTS</b>			
<b>TOTAL DIRECT COSTS FOR NEXT BUDGET PERIOD -----&gt;</b>						<b>\$3,898.00</b>



**Human Services Committee****Meeting Date:** July 18, 2017

Action Taken – Approval by Ms. Doerr supported by Mr. Nolden for the Contract with Dr. Daniel Kruger. Amount: \$10,000.00; Funding Account: 221.6010.6131.889 Miscellaneous Revenue; For the Period: June 1, 2017 through March 30, 2018 or until termination by either party by 30 days written notice; For the Purpose to provide technical and historical expertise to the Speak to Your Health! Community Survey Committee.

**MOTION CARRIED.****Committee Referred From:** Board of Health

wc


Mark Valacak, MPH  
Health Officer



Gary K. Johnson, MD, MPH  
Medical Director

## MEMORANDUM

**To:** Kay Doerr, Chairperson  
Genesee County Board of Health

**From:** Mark Valacak   
Health Officer

**Date:** July 11, 2017

**Subject:** Professional Services Contract between Dr. Daniel Kruger and the Genesee County Health Department.

### Requested Action

Board approval and referral by the Health Officer to the appropriate committee of the Board of Commissioners.

**Contract:** Professional Services Contract for Dr. Daniel Kruger

**Amount:** \$10,000

**Funding Account:** 221.6131.889

**Funding Source:** Community Foundation of Greater Flint

**For the Period:** June 1, 2017 – March 30, 2018 or until termination by either party by 30 days written notice.

**Purpose:** Professional Services Contract between Dr. Daniel Kruger and the Genesee County Health Department to provide technical and historical expertise to the Speak to Your Health! Community Survey Committee.

### Discussion

This Professional Services Contract is entered into between Genesee County Health Department and Dr. Daniel Kruger for the purpose of providing technical and historical expertise to the Speak to Your Health! Community Survey Committee. Funds are covered through Community Foundation of Greater Flint funding source.

Floyd J. McCree Courts & Human Services Building ♦ 630 S. Saginaw Street, Ste. 4 ♦ Flint, Michigan 48502-1540

Burton Branch ♦ G-3373 S. Saginaw Street ♦ Burton, Michigan 48529

Main Phone 810-257-3612 ♦ Visit us at: [www.gchd.us](http://www.gchd.us)

## 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 Dr. Daniel Kruger, a contractor, whose principal place of business is located at 1040 W. Liberty Street, Ann Arbor, MI 48103 (the "Contractor") (the County and the Contractor together, the "Parties").

### 1. Term

#### 1.1 Initial Term

The initial term of this Contract commences on April 1, 2017, and shall be effective through March 30, 2018 (the "Initial Term").

#### 1.2 Extension Terms

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

### 2. Purpose

This Contract is entered into for the purpose of providing technical and historical expertise to the Speak To Your Health! Community Survey Committee by providing the tasks outlined in Exhibit A.

### 3. Scope of Work

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

### 4. Compensation

*Unit Rate.* The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$10,000.00. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

### 5. Taxes.

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

### 6. Contract Administrator

The contract administrator for this Contract is Suzanne Cupal (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.

## **7. Reporting Requirements**

During the term of this Contract, the Contractor must provide to the Contract Administrator the reports identified and described on Exhibit B.

## **8. Inspection and Acceptance**

All goods provided with the Services are received subject to inspection and testing. If goods are defective or fail to meet the specifications, the County shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor shall correct the defects at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five day period, the County will dispose of the goods and the County shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

## **9. Warranties**

The Contractor warrants that:

- 9.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 9.2 For a period of one (1) year following completion of the Services, the Services and any goods provided with the Services shall conform to the representations made by the Contractor.
- 9.3 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 9.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 9.5 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 and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

## **10. Suspension of Work**

### **10.1 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.

## 10.2 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.

## 11. Termination

### 11.1 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.

### 11.2 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.

### 11.3 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.

### 11.4 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.

## **12. Equipment Purchased with County Funds**

### **12.1 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.

### **12.2 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.

## **13. Nondiscrimination**

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

## **14. Freedom of Information Act**

This Contract and all attachments, as well as all 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".

## **15. 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.

## **16. Audit Rights**

### **16.1 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.

#### **16.2 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.

#### **16.3 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.

#### **16.4 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.

### **17. Identity Theft Prevention**

17.1 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.

17.2 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.

### **18. Insurance Requirements and Indemnification**

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

#### **18.1 Insurance Certificate and Additional Insured Coverage**

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

## **18.2 Indemnification**

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless 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.

## **19. Independent Contractor**

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

## **20. General Provisions**

### **20.1 Entire Contract**

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

20.1.1. The Contract – This Professional Services Contract

20.1.2. Exhibit A – The Scope of Work

20.1.3. Exhibit B – Required Reports

20.1.4. 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.

### **20.2 No Assignment**

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

### **20.3 Modification**

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



#### 20.4 Binding Effect

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

#### 20.5 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.

#### 20.6 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.

#### 20.7 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.

#### 20.8 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.

#### 20.9 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.

Dr. Daniel Kruger

COUNTY OF GENESEE

By: \_\_\_\_\_  
Dr. Daniel Kruger

By: \_\_\_\_\_  
Mark Young, Chairperson  
Board of County Commissioners

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

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

Approved as to form:

---

Corporation Counsel

Exhibit A  
Description of the Services

The list of tasks to be completed for the Speak To Your Health! Community Survey includes:

Assist with the development of survey content:

Topics (committee)

Measures

Survey structure

Item design

Create on-line survey

Formatting for hard copy survey

Assist with the development and implementation of survey data collection methods:

Overall design

Community outreach promoting survey awareness and recruitment

Monitoring progress across methods

Supervising data entry Demographic/geographic representation

Merging and cleaning datasets

Data weighting

Scale computation

Results reporting

Producing products for the GIS Map library

Participation in Community roll-out of results

Ongoing tasks:

Meeting participation

Community outreach with dissemination of results

Data analyses by request

Triage of raw data requests

Assisting in the management of raw data requests (generating datasets and follow up)

Assisting in the preparation of manuscripts and conference presentations

Participation in survey funding development

For the above activities, Dr. Kruger will be compensated at a monthly rate of \$833.00.

EXHIBIT B  
Reports Required from the Contractor

Description of Report

Frequency

The contractor will prepare a survey progress report

Monthly

This report will outline the activities that the contractor has been engaged in during the monthly reporting period. Products from the activities will also accompany the report.

**EXHIBIT C**  
**GENESEE COUNTY INSURANCE CHECKLIST**

**PROFESSIONAL SERVICES CONTRACT FOR:**  
**Kruger**

**Professional Services Contract for Dr. Daniel**

**Coverages Required**

**Limits (Figures denote minimums)**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> 1. Workers' Compensation  | Statutory limits of Michigan   |
| <input checked="" type="checkbox"/> 2. Employers' Liability   | \$100,000 accident/disease<br>\$500,000 policy limit, disease<br>Including Premises/operations |
| <input checked="" type="checkbox"/> 3. General Liability<br>aggregate   | \$1,000,000 per occurrence with \$2,000,000<br>Including Products/Completed                    |
| Operations and  |  |
| <input type="checkbox"/> 4. Professional liability<br>aggregate   | Contractual Liability<br>\$1,000,000 per occurrence with \$2,000,000                           |
| <input type="checkbox"/> 5. Medical Malpractice   | Including errors and omissions<br>\$200,000 per occurrence \$800,000 in aggregate              |
| <input checked="" type="checkbox"/> 6. Automobile liability<br>nonowned   | \$1,000,000 combined single limit each accident-<br>Owned, hired,                              |
| <input type="checkbox"/> 7. Umbrella liability/Excess Coverage  | \$1,000,000 BI & PD and PI   |
| <input checked="" type="checkbox"/> 8 <u>Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u> |  |
| <input type="checkbox"/> 9. Other insurance required: _____   |  |
| <input checked="" type="checkbox"/> 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)   |  |
| <input checked="" type="checkbox"/> 11. The certificate must state bid number and title   |  |

**Insurance Agent's Statement**

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

☐ The above required policies carry the following deductibles:

\_\_\_\_\_

☐ Liability policies are **occurrence** ☐ **claims made** ☐

\_\_\_\_\_  
Insurance Agent

\_\_\_\_\_  
Signature

**Contractor's Statement**

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

**Human Services Committee**

**Meeting Date:** July 18, 2017

Action Taken – Approval by Ms. Doerr supported by Mr. Nolden for the Contract Amendment with Mann Technologies. Amount: \$99.00 per hour; Funding Account: 221.6010.6040.0858 Service Contracts; For the Period: July 1 2017 through September 30, 2017; For the Purpose of delivering of server and network administration and development and implantation of failover systems.


**MOTION CARRIED.**

**Committee Referred From:** Board of Health

WC

## MEMORANDUM

**To:** Kay Doerr, Chairperson  
Genesee County Board of Health

**From:** Mark Valacak, MPH   
Health Officer

**Date:** July 11, 2017

**Subject:** Mann Technologies Contract Amendment.

### Requested Action

Board approval and referral by the Health Officer to the Board of Commissioners.

**Amount:** \$99.00 per hour

**Funding Source:** 221.6010.6040.0858 Service Contracts

**For the Period:** July 1, 2017 through September 30, 2017.

**Purpose:** For the purpose of the delivering of server and network administration and development and implementation of failover systems.

### Discussion

Mann Technologies will continue server, network, firewall and SQL database administration for County public health systems. This will include the maintenance and enhancement of backup and redundancy technologies, wireless networking, digital faxing, public health web promotion and public health automated dialing systems. The provider shall be compensated for such services at the hourly rate of \$99.00, and any additional services for County IT shall be billed separately from Health Department services provided. Working with Purchasing for a Request for Proposal.

AMENDMENT 6  
PROFESSIONAL SERVICES CONTRACT

This Amendment is effective July 1, 2017, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Mann Technologies, whose principal place of business is located at 1230 Pleasantview Drive, Flushing, MI 48433 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a Professional Services Contract effective April 1, 2013, (the "Agreement"), pursuant to which the Contractor would provide server and network administration, and development and implementation of failover systems; and

WHEREAS, the Genesee County Board of County Commissioners (the "Board") authorized the original Agreement by Resolution # 13-153; and

WHEREAS, the Board exercised its option and extended the Agreement for three one year terms, the most recent extended term ending on June 30, 2017; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for an additional three months, ending on September 30, 2017, said extension needed to provide continued services while issuing and processing a request for proposals for services.

NOW THEREFORE, the Parties agree as follows:

1. The contract term is extended through September 30, 2017.
2. Contractor shall be compensated for all services under the Agreement at the hourly rate of \$99.00.
3. Contractor shall submit detailed monthly invoice. Payment will be made within 30 days of receipt of acceptable invoice.
4. The remaining terms of the agreement remain unchanged and in full effect.
5. Execution of this Amendment is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of County Commissioners.

MANN TECHNOLOGIES

COUNTY OF GENESEE

By: \_\_\_\_\_  
Christopher S. Mann  
Owner/Operator

By: \_\_\_\_\_  
Mark Young  
Chairperson, Board of Commissioners

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

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



**Human Services Committee**

**Meeting Date:** July 18, 2017

Action Taken – Approval by Mr. Nolden supported by Ms. Clack for the Memorandum of Understanding with Hurley Medical Center. Amount: \$0.00; Funding Account: 221.6010.6120.551 and 221.6010.6121.551 State Participation; For the Period: February 1, 2017 until termination by either party by 30 days written notice; For the Purpose of allocating duties and responsibilities of each party related to the enrollment of HMC patients into the WIC Supplemental Food and Nutrition Program.

**MOTION CARRIED.**


**Committee Referred From:** Board of Health

WC



## MEMORANDUM

**To:** Kay Doerr, Chairperson  
Genesee County Board of Health

**From:** Mark Valacak   
Health Officer

**Date:** July 11, 2017

**Subject:** Memorandum of Understanding between Hurley Medical Center and The County of Genesee WIC (Women, Infants and Children) Supplemental Nutrition Education Program

### Requested Action

Board approval and referral by the Health Officer to the appropriate committee of the Board of Commissioners.

**Contract:** Hurley Medical Center

**Amount:** No monetary exchange

**Funding Account:** 221.6010.6120.551 & 221.6010.6121.551 State Participation

**Funding Source:** USDA-MDCH-WIC

**For the Period:** February 1, 2017 until termination by either party by 30 days written notice.

**Purpose:** Approve MOU (Memorandum of Understanding) between the County of Genesee and Hurley Medical Center to allocate duties and responsibilities of each party.

### Discussion:

This MOU is entered into between Genesee County and Hurley Medical Center for the purpose of allocating duties and responsibilities of each party related to the enrollment of HMC patients into the WIC (Women, Infants, and Children) Supplemental Food and Nutrition Program. Funds for WIC staff and necessary equipment and supplies for WIC staff duties are covered through WIC State Participation funding source.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF GENESEE, A MUNICIPAL CORPORATION,  
AND  
HURLEY MEDICAL CENTER, A MICHIGAN PUBLIC TEACHING HOSPITAL**

**This Memorandum of Understanding** ("Memorandum") is entered into on the date last written below and made effective the 1<sup>st</sup> day of February 2017, between the COUNTY OF GENESEE, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), whose principal place of business is located at 1101 Beach Street, Flint, Michigan, 48502, and Hurley Medical Center, a Michigan public teaching hospital (hereinafter referred to as "HMC"), whose principal place of business is located at One Hurley Plaza, Flint, Michigan, 48503.

In order to improve the health and welfare of the patients that it serves, HMC screens patients at its Children's Clinic ("Clinic") to identify services that HMC or other community resources could provide to assist its patients in meeting their health and wellness goals.

During the screening process, HMC will frequently refer patients to the Women, Infants and Children (WIC) Supplemental Food and Nutrition Program.

As a result, the County and HMC are entering into this Memorandum for the purpose of allocating the duties and responsibilities of each Party related to the enrollment of HMC patients into the Women, Infants and Children (WIC) Supplemental Food and Nutrition Program.

In consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

**1. County's Obligations**

- A. The County Health Department (the "Department") WIC staff will work collaboratively with HMC to enroll infants and children into the WIC program.
- B. In order to enroll HMC patients into the WIC program, County WIC staff will perform or provide the following:
  1. Report to the Hurley Children's Clinic, 300 East 1<sup>st</sup> Street, Flint, Michigan 48502 (the "Property"), from 8:00 a.m. to 4:30 p.m., Tuesday and Thursday (except during County Building Closure days and days where Department staffing levels are insufficient. See Exhibit A.)
  2. Meet with patients who have been identified by HMC as appropriate for referral to WIC and have expressed agreement to be seen by WIC staff, as identified by a written authorization from the patient or referral from HMC staff.
  3. Determine whether indicated patients are eligible for WIC services, and perform necessary tasks to enroll, continue active certification, or recertify patients; and

4. Provide Registered Dietitian (RD) services to address with the patient and/or HMC staff any issues pertaining to special formulas, WIC-eligible medical foods, or referrals for additional services.
5. Schedule WIC clients via the MiWIC system.

C. In addition, County will provide a Certified Lactation Counselor (CLC), an employee of the County Health

Department, to work collaboratively with HMC to provide breastfeeding education and support to HMC patients. Because CLC will be providing services to HMC patients, in addition to the terms and conditions set forth below, County agrees to the terms and conditions as set forth in the Business Associate Agreement, attached as Exhibit B and incorporated herein.

D. In order to provide HMC patients with breastfeeding education and support, County staff will provide the following:

1. A Certified Lactation Counselor (CLC) will report to Hurley Children's Clinic two (2) days each week for a minimum of two (2) hours each attended day. Days will be scheduled by discretion of the County Health Department based on availability and demand (except during County Building Closure days and days where Department staffing levels are insufficient. See Exhibit A.)
2. Meet with patients referred by HMC staff to Department CLC, determine support/services required, provide necessary breastfeeding education and/or support; and
3. Make necessary referrals to WIC, WIC staff (RD services), and/or HMC staff

## **2. HMC's Obligations**

- A. HMC agrees to work collaboratively with the County to facilitate WIC's enrollment of patients into the WIC program.
- B. In order to allow WIC to enroll patients into the WIC program, HMC agrees to provide the following to County staff:
  - a. Clinical office space within the Clinic consisting of a minimum of two clinic rooms for the operation of WIC services. Designated space to include:
    - i. A locked cabinet, space, or room, along with access to the lock, in which County WIC equipment can be securely stored.
    - ii. A copy/fax machine for County WIC staff to print/fax patient eligibility documentation.
    - iii. A telephone with which County WIC staff may use to call WIC clients, WIC support, client doctor offices, or WIC offices.
  - b. Access to the following information for each patient screened by HMC and referred to WIC for possible enrollment:
    - i. Hemoglobin results;
    - ii. Height, weight, head circumference (for children ages 0-2), lead results, any special nutrition needs and/or current formula; and
  - c. Completed Medical Justification form when needed for special formulas.

- d. Internet access ;
  - e. Allotted time following the duration of HMC appointment for Department staff to perform WIC appointment.
- C. HMC agrees to work collaboratively with County Health Department Certified Lactation Counselor (CLC) and others to provide breastfeeding education and support to HMC patients.

**2. COMPLIANCE WITH THE LAW.** Each Party, while engaging in any activity pursuant to this Memorandum, shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations. Each Party shall adhere to all applicable Federal, State, and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the Elliott Larsen Civil Rights Act, 1976 PA 220 as amended; the Americans with Disabilities Act of 1990, (42 USC 12101 et seq.) as amended, and regulations promulgated thereunder, and Business Associate Agreement at Exhibit B. Breach of this section shall be regarded as a material breach of this Memorandum.

- 3. NONDISCRIMINATION.** Each Party, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status.
- 4. STATUS OF EMPLOYEES.** At no time shall an employee of one Party be considered an employee or agent of the other in the performance of services under this Memorandum. Each Party shall be solely and completely liable for their respective employees' compensation, overtime wages, expenses, fringe benefits, pension and/or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances of reimbursement of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protections and benefits, any employment taxes and/or any other statutory or contractual right or benefit based on in any way related to their respective employment relationships.

## **5. ALLOCATION OF LIABILITY**

### **5.1 Allocation of Liability**

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



## 6. OTHER

- 6.1. **Corporate Compliance Program.** HMC has in place a Corporate Compliance Program ("Program") to ensure compliance with federal, state, and local laws and regulations. The Program focuses on risk management, the promotion of good corporate citizenship, the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. COUNTY will report to HMC in the event that it believes HMC is not conducting its business in a manner reflective of this focus or in violation of any applicable standards, laws or regulations.
- 6.2. **HIPAA Compliance.** Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA"). Furthermore, the parties shall promptly amend the Agreement to conform with any new or revised legislation, rules and regulations to which HMC is subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Privacy Laws") in order to ensure that they are at all times in conformance with all Privacy Laws. If, within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with Privacy Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days prior written notice.
- 6.3. **Exclusion from State and Federal Healthcare Programs.** COUNTY and HMC represent that, as of the Effective Date of this Agreement, COUNTY, HMC and any of their agents or employees providing services under this Agreement have ever (i) been excluded, debarred, suspended or been otherwise determined to be, or identified as, ineligible to participate in any governmental program (collectively, the "Governmental Programs") or is about to be excluded, debarred, suspended or otherwise determined to be, or identified as, ineligible to participate in any Governmental Program, (ii) received any information or notice, or become aware, by any means or methods, that he or she is the subject of any investigation or review regarding his or her participation in any Governmental Programs, or (iii) been convicted of any crime relating to any Governmental Program. COUNTY further represents and warrants that it has an ongoing process to identify when it or one of its employees or agents has been or is about to be subject to exclusion from participation in any Governmental Program. COUNTY agrees to notify HMC within one (1) business day of his or her becoming aware of any of the foregoing information, notice, actions or events during the term of this Agreement. For the purposes of this Section, Governmental Programs shall be defined as the following: any plan or program that provides health benefits, whether directly, through insurance, or otherwise, which is funded directly, in

whole or in part, by the state or federal government, including but not limited to Medicare Program, Medicaid Program, the Maternal and Child Health Services Block Grant Program. The listing of COUNTY or any of his or her employees or agents on the Office of Inspector General's ("OIG") exclusion list, the General Services Administration's list of Parties Excluded from Federal Procurement and Non-procurement Programs (GSA website), the Food and Drug Administration's (Office of Regulatory Affairs) listing, the Michigan Department of Community Health Sanctioned Provider List (MDCH website), or any other exclusion list maintained by Medicare and/or Medicaid for excluded individuals and entities shall constitute "exclusion" for purposes of this Section. In the event that COUNTY, CLC or any of its employees or agents providing services under this Agreement is excluded from any Governmental Program, this Agreement shall immediately terminate.

6.4. **Confidentiality.** "Confidential information" includes all confidential or proprietary information regarding HMC or its affiliates' operations, patients, the terms of this Agreement, policies and procedures, financial information, contracting procedures, HMC strategic, business and marketing plans, architectural plans and facility designs, and terms of any other agreements to which HMC is a party. COUNTY, during the term of this Agreement and thereafter, will not, without the express written consent of HMC, directly or indirectly communicate or divulge, or use for COUNTY's own benefit or the benefit of any other person, firm, association or client, any of HMC's or its affiliates' proprietary data or other confidential information, which were communicated to or otherwise learned by COUNTY in the course of the relationship covered by this Agreement. COUNTY may, however, disclose such matters to the extent that disclosure is required (a) in the course of the relationship with HMC, or (b) by a court or governmental agency of competent jurisdiction. As long as such matters remain proprietary data or other confidential information, COUNTY will not use such proprietary data or other confidential information in any way or in any capacity other than as an independent contractor providing services for HMC and to further HMC's interests.

6.5. **Compliance with Laws and Regulations.** The parties agree that this Agreement is an arms-length transaction for fair market value. The parties agree that this Agreement is intended to comply with all applicable state and federal laws, rules, and regulations (collectively, "Laws"). If either party reasonably believes that this Agreement violates any Laws, then it shall inform the other party and the parties shall negotiate in good faith to amend this Agreement. If the Agreement cannot be amended to eliminate the problematic provision, then either party may terminate this Agreement upon thirty (30) days written notice to the other.

7. **WAIVERS.** No failure or delay on the part of either of the parties to this Memorandum in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall a single or partial exercise of any right, power or privilege preclude any other or future exercise of any right, power, or privilege preclude any other or future exercise of any other rights, power or privilege.

8. **RESERVATION OF RIGHTS.** This Memorandum does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
9. **FORCE MAJEURE.** Each Party shall be excused from any obligations under this Memorandum during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.
10. **AMENDMENT.** This Memorandum may be amended only by concurrent written resolutions of the Parties' governing bodies. This Memorandum shall not be changed, supplemented, or amended except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Memorandum.
11. **MEMORANDUM DURATION AND TERMINATION.** This Memorandum shall be effective on the day it is executed and shall continue until terminated by either Party upon 30 days written notice.
12. **DISREGARDING TITLES.** The titles of the sections set forth in this Memorandum are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Memorandum.
13. **COMPLETENESS OF THE MEMORANDUM.** This Memorandum and the additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other Memorandums, oral or otherwise, regarding the subject matter of this Memorandum or any part thereof, shall have any validity or bind either of the parties hereto.
14. **INVALID PROVISIONS.** If any provision of this Memorandum is held to be invalid it shall be considered to be deleted and the remainder of this Memorandum shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality or unenforceability of this Memorandum, this Memorandum shall be considered to have terminated as of the date in which the provision was declared invalid.

Execution of this Agreement is authorized by Resolution #\_\_\_\_\_ adopted by the Genesee County Board of County Commissioners. By the Execution of this Memorandum by their authorized representatives, the County of Genesee and HMC agree to be bound by its terms.

**COUNTY OF GENESEE**

\_\_\_\_\_  
Mark Young, Chairperson  
Board of County Commissioners

\_\_\_\_\_  
Date

**HURLEY MEDICAL CENTER**

\_\_\_\_\_  
Melany Gavulic, RN, MBA  
President and CEO

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Office of the Prosecutor-Civil Division



## **Exhibit A**

### **Genesee County Building Closures/ Other Days Unavailable\***

New Year's Day  
Friday before Martin Luther King Day  
Martin Luther King Day  
Lincoln's Birthday  
Presidents' Day  
Good Friday  
Friday before Memorial Day  
Memorial Day  
Monday before Independence Day  
Independence Day  
Friday before Labor Day  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve

\*County Health Department staff will be unavailable to Hurley Medical Center (HMC) on days where Department staffing levels are insufficient. HMC staff will be notified of Department schedules and schedule changes.

## **Exhibit B**

### **BUSINESS ASSOCIATE AGREEMENT**

#### **Recital of Defined Terms**

"Business Associate" shall mean COUNTY.

"Covered Entity" shall mean Hurley Medical Center.

"Electronic PHI" shall have the same meaning found in the Security Rule, 45 C.F.R., 160.103.

"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 or on behalf of the Department.

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

"Security Rule" shall mean the Security Standards for the Protection of Electronic Health Information at 45 C.F.R., Part 160 and Part 164, Subparts, A and C.

**Whereas**, Business Associate has, is, and does perform various services for or on behalf of the Department that may or do in fact 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 and Security Rules) 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, Privacy and Security Rules 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. BUSINESS ASSOCIATE shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Department as required by the Security Rule.
3. 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.
4. 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.
5. 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 confidential and will be used or 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.
6. 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.
7. 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 the Sexually Transmitted Disease work plan, provided that such use or disclosure would not violate the Privacy Rule if done by the Health Department or the minimum necessary policies and procedures of the Health Department.

8. BUSINESS ASSOCIATE shall use appropriate safeguards to prevent use or disclosure of such information other than as provided for by this Agreement.
9. 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.
10. BUSINESS ASSOCIATE shall report to the Department any security incident of which it becomes aware.
11. 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.
12. BUSINESS ASSOCIATE shall make available protected health information in accordance with applicable law.
13. 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.
14. 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.
15. 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).
16. 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.
17. BUSINESS ASSOCIATE shall incorporate any amendments or corrections to protected health information when notified pursuant to applicable law.
18. Each party to this Agreement will remain responsible for any claims arising out of that party's performance of this Agreement, as provided for in this Agreement or by law. This Agreement is not intended to either increase or decrease either party's liability for or immunity from tort claims. This Agreement is not intended to nor will it be interpreted as giving either party a right of indemnification either by contract or at law for claims arising out of the performance of this Agreement.

19. 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.
20. 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 there under in order to assure that this Agreement is consistent therewith.
21. In the event of an inconsistency between the provisions of this agreement and the mandatory provisions of HIPAA and the Privacy and Security Rules, as amended, HIPAA and the Privacy and Security Rules shall control. Where provisions of this agreement are different than those mandated in the HIPAA and the Privacy and Security Rules, but are none the less permitted by HIPAA and the Privacy and Security Rules, the provisions of this agreement shall control.

**Human Services Committee****Meeting Date:** July 18, 2017

Action Taken – Approval by Ms. Doerr supported by Mr. Nolden for the Memorandum of Understanding with Genesee County Community Action Resource Department. Amount: \$105,571.00; Funding Account: 221.6010.6090.551 Federal Participation; For the Period: April 1, 2017 through March 31, 2018; For the Purpose of allocating duties and responsibilities of each party related to community health worker services through the Healthy Start Infant Mortality Prevention Program.


**MOTION CARRIED.****Committee Referred From:** Board of Health

WC



## MEMORANDUM

**To:** Kay Doerr, Chairperson  
Genesee County Board of Health

**From:** Mark Valacak   
Health Officer

**Date:** July 11, 2017

**Subject:** Memorandum of Understanding between Genesee County Community Action Resource Department (GCCARD) and the Genesee County Health Department Healthy Start Program.

### Requested Action

Board approval and referral by the Health Officer to the appropriate committee of the Board of Commissioners.

**Contract:** GCCARD Community Health Worker Services

**Amount:** \$105,571.00

**Funding Account:** 221.6010.6090.551 Federal Participation

**Funding Source:** HRSA – Healthy Start

**For the Period:** April 1, 2017 – March 31, 2018 or until termination by either party by 30 days written notice.

**Purpose:** Approve Memorandum of Understanding between the Genesee County Community Action Resource Department and the Genesee County Health Department to allocate duties and responsibilities to each party.

### Discussion

This MOU is entered into between Genesee County Health Department and Genesee County Community Action Resource Department for the purpose of allocating duties and responsibilities of each party related to community health worker services through the Healthy Start Infant Mortality Prevention Program. Funds for Healthy Start staff and necessary equipment and supplies for Healthy Start staff duties are covered through Healthy Start HRSA Participation funding source. **No county appropriation is required for this request.**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**THE GENESEE COUNTY HEALTH DEPARTMENT**  
Hereinafter referred to as the "GCHD"  
**AND**

**THE GENESEE COUNTY COMMUNITY ACTION DEPARTMENT**  
Hereinafter referred to as "GCCARD"

**For COMMUNITY HEALTH WORKERS Services**

**Healthy Start Project**

**For the period April 1, 2017 through March 31, 2018**

**Whereas**, the GCHD has received funding from the Health Resources and Services Administration (HRSA) that includes the provision of Community Health Worker Services in Genesee County; and

**Whereas**, the GCHD is required to deliver these services utilizing the Genesee County Healthy Start Project, an infant mortality reduction program operated by the Genesee County Health Department; and

**Whereas**, the GCCARD has history of hiring and overseeing part-time, non-benefit employees who perform outreach and other services in Genesee County;

**Whereas**, the GCCARD has established a formal partnership with the Genesee County MSU Extension; and

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

**A. PURPOSE:**

This Memorandum of Understanding is entered into for the purpose of retaining GCCARD to employ four part-time Community Health Workers. The Community Health Workers will be placed at the Genesee County Health Department to deliver services and will coordinate with GCCARD programs and services as appropriate.

**B. THE GCCARD AGREES:**

1. To accept the terms of this Memorandum of Understanding (also referred to within this document as "MOU") and to undertake, perform, and complete the following services:
  - a. To hire and supervise four part-time Community Health Workers (who meet the requirements listed in Attachment C: Community Health Worker Job Description) to provide services to Genesee County residents;
  - b. To assign the Community Health Workers to deliver services through the GCHD;



2. To comply with the Genesee County Purchasing Regulations in procuring materials and services required by this MOU.
3. To establish safeguards to prohibit conflicts of interest involving GCCARD employees, prohibiting them from being involved in activities that are motivated by a desire for private gain for themselves or others with whom they have family, business or personal ties.
4. That failure by the GCHD to insist upon strict adherence to any terms of this MOU shall not be considered a waiver or deprive the GCHD of the right thereafter to insist upon strict adherence to that term, or any other term, of this MOU.
5. To provide the necessary administrative, professional, and technical staff for operation of the program.
6. To utilize all report forms included in this document or any report form as required by the GCHD, as of the effective date of this MOU, or any extended term of this MOU, and provide the GCHD with timely review and comment on any new report forms and reporting formats proposed for issuance thereafter.

**C. THE GCHD AGREES:**

1. To compensate GCCARD for the services provided in accordance with Attachment A of this MOU.
2. To provide workspace, coordination and training for Peer Counselors.

**D. IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT:**

1. The term of this MOU is **April 1, 2017 through March 31, 2018.**
2. This MOU is effective upon approval by the Genesee County Board of Commissioners.
3. Subject to availability and other applicable conditions, the GCHD agrees to provide funding throughout the period of this MOU under the terms of this MOU.

**E. COMPENSATION:**

GCHD agrees to compensate GCCARD for the cost of salary, fringes and other expenses for the Community Health Workers over the term of the MOU not to exceed **\$105,571.**

**F. MEMORANDUM OF UNDERSTANDING ATTACHMENTS**

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

- Attachment A: Financial Status Report Form
- Attachment B: Schedule for Costing Of Personnel Positions
- Attachment C: Community Health Worker job description

## **G. AMENDMENTS**

1. This MOU, including attachments, may be amended by mutual written consent of the GCCARD and the GCHD. When submitting a proposed MOU or budget amendment, the GCCARD must also revise or amend its related output measures whenever the amendment results in a significant change of program scope or as specifically required by the GCHD, and submit copies of the revised sheets and summary description of the changes. No such amendment shall be valid unless approved by the Genesee County Board of Commissioners.
2. In the event that circumstances occur that are not reasonably foreseeable, or are beyond the GCCARD's control, which reduce or otherwise interfere with the GCCARD's ability to provide or maintain specified services or operational procedures, immediate written notification must be provided to the GCHD, and where feasible, an amendment to this MOU negotiated.
3. Any change proposed by the GCCARD which would affect the funding of any activity support in whole or in part by funds provided under this MOU must be submitted in writing to the GCHD immediately upon determining the need for such change. The proposed change may be implemented upon receipt of written notification from the GCHD.
4. Within thirty days after receipt of the proposed change, the GCHD shall advise the GCCARD in writing of its determination. Subsequently, the GCHD will initiate any necessary formal amendment to the MOU for execution by the parties to the MOU.
5. Any changes proposed by the GCHD must be agreed to in writing by the GCCARD within thirty days of receipt. Upon such written agreement, the GCHD shall initiate any necessary formal amendment as above.

## **H. TERMINATION**

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

1. This MOU may be terminated by either party by giving ninety days written notice to the other party stating the reasons for termination and the effective date.
2. This MOU may be terminated by the GCHD upon thirty days written notice to the GCCARD due to convenience or diminution of funds.
3. This MOU may also be terminated by the GCHD upon seven days written notice should the GCCARD be found to have failed to perform its services in a manner satisfactory to the GCHD as per MOU requirements. The GCHD shall be the sole judge of non-performance. Any such termination should be approved by the Board of Commissioners.
4. In the event that the GCHD determines not to proceed further with this MOU during its term, the GCCARD may retain all sums paid by the GCHD for any expenses incurred and for work actually performed in conformance with Section of this MOU.

## **I. REPORTING REQUIREMENTS**

The GCHD will reimburse the GCCARD for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the GCCARD under this Agreement shall not exceed **\$105,571**. GCCARD's projected budget for the Initial Term of this Agreement is shown as Attachment A. The GCHD will not approve any expense not identified in Attachment A, and the GCHD will not approve any expenses in excess of the amounts identified in Attachment A.

GCCARD must utilize the approved Financial Status Report (Attachment A), along with any supporting documentation such as time sheets and receipts for incurred expenses. The GCHD will pay GCCARD within sixty (60) days of the GCHD's acceptance of the invoice and supporting documentation.

## **J. ASSURANCES**

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

## **K. APPLICABLE LAWS**

This is a Genesee County MOU, and shall be governed by the laws of the State of Michigan. Any dispute arising as a result of this MOU shall be resolved in the State of Michigan. The parties shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority that may have bearing on the performance of the MOU.

## **L. INTEGRATION**

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

## **M. WAIVER**

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

## **N. SEVERABILITY**

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

**O. SPECIAL CERTIFICATION STATEMENT**

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

GENESEE COUNTY HEALTH  
DEPARTMENT

\_\_\_\_\_  
By: Mark Valacak, Health Officer

\_\_\_\_\_  
Date

GENESEE COUNTY COMMUNITY  
ACTION DEPARTMENT

\_\_\_\_\_  
By: Matthew Purcell, Executive Director

\_\_\_\_\_  
Date

# Attachment A: Financial Status Report Form

MDPH  
FIN-130  
12/84 Rev.

FINANCIAL STATUS REPORT						Contract No.
Program		Fund 114-7371	Code	Report Period	Date	
HEALTHY START INITIATIVE [FSR #3]			6115		03/08/17	
Local Agency				Program Period		
GENESEE COUNTY COMMUNITY ACTION RESOURCE DEPARTMENT (GCCARD)				April 1, 2017 Thru March 31, 2018		
Address		Dity	State	ZIP Code	Employer Identification No.	
601 N. SAGINAW STREET, SUITE 1B,		FLINT	MICHIGAN	48502	38-6004849	
CATEGORY		EXPENDITURES			AGREEMENT	
		Current Period	Local YTD	Agreement YTD	Budget	Balance
1	Salaries & Wages				88,068.00	88,068.00
2	Fringe Benefits				7,116.00	7,116.00
3	Travel/Cellphones				4,560.00	4,560.00
4	Supplies & Materials					0.00
5	Contractual (Sub-Contracts)					0.00
6	Equipment					0.00
7	Other Exps. (Health Svcs. E'yees.)				800.00	800.00
8	TOTAL DIRECT				100,544.00	100,544.00
9	Indirect Costs: Rate: 5 % Base:				5,027.20	5,027.20
10	Other Cost Distributions:				0.00	0.00
11	TOTAL EXPENDITURES				105,571.20	105,571.20
12	Less: Fees & Collections					
13	FUNDS REQUIRED				105,571.20	105,571.20
SOURCES OF FUNDS						
14	State Agreement %					
15	Local %			0.00	105,571.20	105,571.20
16	Other %			0.00	0.00	0.00
17						
18	TOTAL 100 %	0.00		0.00	105,571.20	105,571.20
<p>CERTIFICATION: I certify that I am authorized to sign on behalf of the local agency and that this is a true and correct statement of expenditures and collections for the report period. Appropriate documentation is available and will be maintained for the required period to support costs and receipts reported.</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 40%;"></div> <div style="width: 30%; text-align: center;">Signature</div> <div style="width: 30%;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 40%;"></div> <div style="width: 30%; text-align: center;">Title</div> <div style="width: 30%; text-align: center;">Date</div> </div>						
FOR COUNTY USE ONLY		ADDount Number	Cost Center	Object Code	Amount	
Advance Outstanding- Beginning of Period						
Advance Issued or Applied						
Balance - End of Period						
Message						

Completion is a Condition of Reimbursement

Authority: P.A. 368 of 1978

## Attachment B: Schedule for Costing Of Personnel Positions

### Genesee County Schedule for Costing Of Personnel Positions

2016/2017 FISCAL YEAR

Position Title: Breastfeeding Peer Counselor/Comm. Health Worker Employee Name (If Known): Time Period of Position: Salary Level (AA,A,B,C,D,E,F) Date Cost Calculated:			<b>Insurance Code Explanations:</b> 1-Single With Medical Insurance 2-2 Dependents with Medical Insurance 3-3 or more dependents with Medical Insurance 4-Single with No Medical Insurance 5-2 Dependents with No Medical Insurance 6-3 or more dependents with no Medical Insurance		
Enter Following Information:			<b>Insurance Rates:</b>		
	Current Year	Next Year	Single	Married No Children	Married W/Children
Rate #1:	14.6000				
Rate #2:					
Hours-Rate #1: Part-Time *	1508.0				
Hours-Rate #2:					
Overtime Hours-Rate #1:					
Overtime Hours-Rate #2:					
Premium Time Rate:	0.0000	0.0000			
Longevity Rate:	0.0000	0.0000			
Retirement Rate:	0.0800	0.0800			
Social Security Rate:	0.0765	0.0765			
Workers Comp Rate:	0.0023	0.0023			
Unemployment Rate:	0.0020	0.0020			
Retiree Health Notional	\$50				
Insurance Status (See Code)	3				
# of Months of Insurance:	12				
Notional Pay Periods	26				

↔ See W/C Rates Tab

<b>Medical &amp; Rx</b>			6,197	12,395	16,918
<b>Optical</b>			50	101	136
<b>Dental</b>			935	935	935
<b>Prescription</b>			0	0	0
Projected Next Year Rate Increase:					0.00

Maximum Life Health Insurance:	852
Life Health Insurance Rate:	0.02700
Life Health Insurance Base:	45,000

		Current Years Rate #1	Current Years Rate #2	Subtotal	Next Year Rate #1	Next Year Rate #2	Subtotal	Total Position Cost
30015	Salary Permanent	22,017	0	22,017	0	0	0	22,017
30055	Salary Overtime	0	0	0	0	0	0	0
30070	Salary Premium	0	0	0	0	0	0	0
30080	Longevity	0	0	0	0	0	0	0
	<b>Total Salaries</b>	<b>22,017</b>	<b>0</b>	<b>22,017</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22,017</b>
33010	Social Security	1,684	0	1,684	0	0	0	1,684
33045	Medical Insurance			0	0		0	0
33060	Optical Insurance			0	0		0	0
33080	Dental Insurance			0	0		0	0
33085	Life Health Insurance			0	0		0	0
33095	Retirement		0	0		0	0	0
33110	Workers Compensation	51	0	51	0	0	0	51
33125	Unemployment	44	0	44	0	0	0	44
33126	Post-Retirement		0	0	0	0	0	0
	<b>Total Fringe Benefits</b>	<b>1,779</b>	<b>0</b>	<b>1,779</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,779</b>
	<b>Total Position Cost</b>	<b>23,796</b>	<b>0</b>	<b>23,796</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>23,796</b>



## Attachment C: Community Health Worker Job Description

### Community Health Worker-Part Time

**GENERAL STATEMENT OF DUTIES:** Performs outreach, recruiting and client services to potential program participants and enrolled program participants. Works under the general direction of the Division Director or his/her designee; performs related duties as assigned.

#### STATEMENT OF TASKS:

- Successfully complete CHW training
- Perform outreach in communities of need, based on the outreach plan
- Recruit and enroll pregnant participants, in accordance with grant requirements
- Conduct client education in community settings, in accordance with training, and program and grant requirements
- Conduct client education in homes, based on referrals from clinical staff, in accordance with program requirements
- Receive referrals, and perform client services necessary to access basic needs and health care
- Provide outreach and client documentation and other data to program staff
- Comply with HIPAA regulations and client confidentiality standards
- Participate in coalitions, as appropriate
- Market program to agencies that serve pregnant women and children 0-2
- Perform other duties as assigned
- Adhere to program and county policies and procedures

The statement of tasks above is intended to be sufficient to identify the class and be illustrative of the many duties that may be assigned. It should not be interpreted to describe all of the duties an employee assigned to this class may be required to perform.

#### REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of community resources;  
Knowledge of greater Flint area neighborhoods;  
Previous experience working with diverse populations;  
Previous experience in home visiting and direct client services;  
Previous experience with maternal and child population;  
Previous experience in health and human services arena;  
Driver's license and own transportation;  
Ability to work effectively with officials of other agencies, employees, and the general public;  
Ability to be highly effective in both verbal and written communications;  
Ability to attend work regularly and work under stressful conditions.

#### MINIMUM QUALIFICATIONS:

GED/High School diploma, valid driver's license

--AND--

At least 2 years experience in home visiting services or direct client services





## HUMAN RESOURCES

1101 BEACH STREET, ROOM 337  
FLINT, MICHIGAN 48502-1454  
PHONE: (810) 257-3034 FAX: (810) 768-7097  
[www.gc4me.com](http://www.gc4me.com)

Donita Pikes  
Director

**Community Health Worker  
(Part-Time, No-Benefits)**  
Department: GCCARD

Available To: Public

Application and Transcript Deadline: Thursday, November 20, 2014 by 5:00pm

Hourly Rate: 14.6000

### Minimum Qualifications

GED/High School diploma, valid driver's license -AND- At least 2 years of experience in home visiting services or direct client services

### General Statement of Duties

Performs outreach, recruiting and client services to potential program participants and enrolled program participants. Works under the general direction of the Division Director or his/her designee; performs related duties as assigned.

### Application Procedures

Applications and resumes may be submitted in person, by mail, or by fax to the address and phone numbers at the top of this posting, or e-mailed to the following address: [applications@co.genesee.mi.us](mailto:applications@co.genesee.mi.us)

If you have a disability which impairs your ability to apply for a position, please be advised that this office will, upon request, provide assistance in reading or completing the application, as needed.

### Additional Required Information

Copy of college transcripts. Unofficial transcripts are acceptable at time of application. Transcripts must have student name and name of institution. Veterans must submit Form DD214 for consideration.

EEO/AA EMPLOYER,  
GENESEE COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, RELIGION,  
COLOR, SEX, AGE, HEIGHT, WEIGHT, NATIONAL ORIGIN, OR DISABILITY.

Date Posted: November 7, 2014

*Genesee County Human Resources is committed to continuous quality  
improvement through joint labor/management cooperation.*

## COMMITTEE REFERRAL FORM

### Human Services Committee

**Meeting Date:** June 19, 2017

Action Taken – Approval by Mr. Nolden supported by Ms. Clack for the Grant Acceptance for Addressing and Preventing Lead Exposure through Healthy Start. Amount: \$14,975,000.00; Funding Account: 221.6010.6015.504 Federal Participation; Funding Source: U.S. Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA); For the Period: July 1, 2017 through June 30, 2022; Purpose to accept grant funding to the Healthy Start program, GCHD.

### MOTION CARRIED.

**Committee Referred From:** Board of Health

Wc


Mark Valacak, MPH  
Health Officer



Gary K. Johnson, MD, MPH  
Medical Director

## MEMORANDUM

**To:** Kay Doerr, Chairperson  
Genesee County Board of Health

**From:** Mark Valacak, M.P.H.   
Health Officer

**Date:** July 11, 2017

**Subject:** Grant Acceptance for Addressing and Preventing Lead Exposure through Healthy Start

### Requested Action

Board approval and referral by the Health Officer to the appropriate committee of the Board of Commissioners.

**Contract:** Grant Acceptance: Addressing and Preventing Lead Exposure Through Healthy Start

**Amount:** \$14,975,000.00

**Funding Account:** 221.6015.23405

**Funding Source:** U.S. Department of Health And Human Services (HHS),  
Health Resources andf Services Administration (HRSA)

**For the Period:** July 1, 2017 through June 30, 2022

**Purpose:** To accept grant funding for the purpose of identifying children ages 0-6 and pregnant women who were exposed to lead from the contaminated water, assess their needs, and facilitate access to recommended services.

### Discussion

HHS, HRSA has awarded grant funding to the Healthy Start Program, Genesee County Health Department. In addition to identification and assessment, Healthy Start staff will also coordinate access to appropriate medical, behavioral, and developmental screening, services, and supports for impacted women, children, and their families. **No county appropriation is needed.**

1. DATE ISSUED: 06/29/2017		2. PROGRAM CFDA: 93.926		 <b>U.S. Department of Health and Human Services</b> <b>HRSA</b> Health Resources and Services Administration <b>NOTICE OF AWARD</b> AUTHORIZATION (Legislation/Regulation) Funding for this award is authorized by the Water Infrastructure Improvements for the Nation (WIIN) Act (P.L. 114-322). Enacted in December 2016, the WIIN Act included authorization of funding for "Other Lead Programs," including \$15,000.00																																								
3. SUPERSEDES AWARD NOTICE dated: <small>except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.</small>																																												
4a. AWARD NO.: 1 U62MC31100-01-00		4b. GRANT NO.: U62MC31100					5. FORMER GRANT NO.:																																					
6. PROJECT PERIOD: FROM: 07/01/2017 THROUGH: 06/30/2022																																												
7. BUDGET PERIOD: FROM: 07/01/2017 THROUGH: 06/30/2022																																												
8. TITLE OF PROJECT (OR PROGRAM): Addressing and Preventing Lead Exposure Through Healthy Start																																												
9. GRANTEE NAME AND ADDRESS: GENESEE, COUNTY OF Division Line: Genesee County Health Department 630 S SAGINAW ST FLINT, MI 48502-1525 DUNS NUMBER: 619259146				10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) Suzanne M Cupal GENESEE, COUNTY OF Division Line: Genesee County Health Department 630 s. saginaw flint, MI 48502-1540																																								
11. APPROVED BUDGET: (Excludes Direct Assistance) <input checked="" type="checkbox"/> Grant Funds Only <input type="checkbox"/> Total project costs including grant funds and all other financial participation <table style="width:100%; border-collapse: collapse;"> <tr><td>a. Salaries and Wages :</td><td style="text-align: right;">\$5,278,386.00</td></tr> <tr><td>b. Fringe Benefits :</td><td style="text-align: right;">\$3,135,621.00</td></tr> <tr><td>c. Total Personnel Costs :</td><td style="text-align: right;">\$8,414,007.00</td></tr> <tr><td>d. Consultant Costs :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>e. Equipment :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>f. Supplies :</td><td style="text-align: right;">\$168,296.00</td></tr> <tr><td>g. Travel :</td><td style="text-align: right;">\$95,695.00</td></tr> <tr><td>h. Construction/Alteration and Renovation :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>i. Other :</td><td style="text-align: right;">\$997,708.00</td></tr> <tr><td>j. Consortium/Contractual Costs :</td><td style="text-align: right;">\$3,937,930.00</td></tr> <tr><td>k. Trainee Related Expenses :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>l. Trainee Stipends :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>m. Trainee Tuition and Fees :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>n. Trainee Travel :</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>o. TOTAL DIRECT COSTS :</td><td style="text-align: right;">\$13,613,636.00</td></tr> <tr><td>p. INDIRECT COSTS (Rate: % of S&amp;W/TADC) :</td><td style="text-align: right;">\$1,361,364.00</td></tr> <tr><td>q. TOTAL APPROVED BUDGET :</td><td style="text-align: right;">\$14,975,000.00</td></tr> <tr><td>    i. Less Non-Federal Share:</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>    ii. Federal Share:</td><td style="text-align: right;">\$14,975,000.00</td></tr> </table>				a. Salaries and Wages :	\$5,278,386.00	b. Fringe Benefits :	\$3,135,621.00	c. Total Personnel Costs :	\$8,414,007.00	d. Consultant Costs :	\$0.00	e. Equipment :	\$0.00	f. Supplies :	\$168,296.00	g. Travel :	\$95,695.00	h. Construction/Alteration and Renovation :	\$0.00	i. Other :	\$997,708.00	j. Consortium/Contractual Costs :	\$3,937,930.00	k. Trainee Related Expenses :	\$0.00	l. Trainee Stipends :	\$0.00	m. Trainee Tuition and Fees :	\$0.00	n. Trainee Travel :	\$0.00	o. TOTAL DIRECT COSTS :	\$13,613,636.00	p. INDIRECT COSTS (Rate: % of S&W/TADC) :	\$1,361,364.00	q. TOTAL APPROVED BUDGET :	\$14,975,000.00	i. Less Non-Federal Share:	\$0.00	ii. Federal Share:	\$14,975,000.00	12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE: a. Authorized Financial Assistance This Period <b>\$14,975,000.00</b> b. Less Unobligated Balance from Prior Budget Periods i. Additional Authority <span style="float: right;">\$0.00</span> ii. Offset <span style="float: right;">\$0.00</span> c. Unawarded Balance of Current Year's Funds <span style="float: right;">\$0.00</span> d. Less Cumulative Prior Awards(s) This Budget Period <span style="float: right;">\$0.00</span> e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION <b>\$14,975,000.00</b>		
a. Salaries and Wages :	\$5,278,386.00																																											
b. Fringe Benefits :	\$3,135,621.00																																											
c. Total Personnel Costs :	\$8,414,007.00																																											
d. Consultant Costs :	\$0.00																																											
e. Equipment :	\$0.00																																											
f. Supplies :	\$168,296.00																																											
g. Travel :	\$95,695.00																																											
h. Construction/Alteration and Renovation :	\$0.00																																											
i. Other :	\$997,708.00																																											
j. Consortium/Contractual Costs :	\$3,937,930.00																																											
k. Trainee Related Expenses :	\$0.00																																											
l. Trainee Stipends :	\$0.00																																											
m. Trainee Tuition and Fees :	\$0.00																																											
n. Trainee Travel :	\$0.00																																											
o. TOTAL DIRECT COSTS :	\$13,613,636.00																																											
p. INDIRECT COSTS (Rate: % of S&W/TADC) :	\$1,361,364.00																																											
q. TOTAL APPROVED BUDGET :	\$14,975,000.00																																											
i. Less Non-Federal Share:	\$0.00																																											
ii. Federal Share:	\$14,975,000.00																																											
13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project) <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">YEAR</th> <th>TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="text-align: center;">Not applicable</td> </tr> </tbody> </table>							YEAR	TOTAL COSTS	Not applicable																																			
YEAR	TOTAL COSTS																																											
Not applicable																																												
14. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash) a. Amount of Direct Assistance <span style="float: right;">\$0.00</span> b. Less Unawarded Balance of Current Year's Funds <span style="float: right;">\$0.00</span> c. Less Cumulative Prior Awards(s) This Budget Period <span style="float: right;">\$0.00</span> d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION <b>\$0.00</b>																																												
15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: A=Addition B=Deduction C=Cost Sharing or Matching D=Other <span style="float: right;">[A]</span> Estimated Program Income: \$0.00																																												
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: <small>a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.</small>																																												
REMARKS: (Other Terms and Conditions Attached [ X ]Yes [ ]No)																																												
Electronically signed by Dorothy Kelley , Grants Management Officer on : 06/29/2017																																												
17. OBJ. CLASS: 41.51		18. CRS-EIN: 1386004849A5		19. FUTURE RECOMMENDED FUNDING: \$0.00																																								
FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE																																						
17 - 389HS15	93.926	17U62MC31100	\$14,975,000.00	\$0.00		17HS LEAD																																						

## HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

## Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

### Grant Specific Condition(s)

#### 1. Due Date: Within 90 Days of Budget Start Date

- A memoranda of understanding with City of Flint, Greater Flint Health Coalition, MSU/Hurley Pediatric Public Health Initiative, Genesee Intermediate School District, Children's Healthcare Access Program, Genesee Health System, and other appropriate organizations in Flint and Genesee County that the awardee will partner with to support prevention, treatment, and remediation initiatives to address lead contamination in the community.
- A revised workflow chart within 90 days of the award.
- A revised work plan with corresponding budget within 90 days of award. Both documents must show how City of Flint, Greater Flint Health Coalition, MSU/Hurley Pediatric Public Health Initiative, Genesee Intermediate School District, Children's Healthcare Access Program, Genesee Health System, and other appropriate organizations in Flint and Genesee County that the awardee will partner with to support prevention, treatment, and remediation initiatives to address lead contamination in the community will be incorporated into the project.

### Grant Specific Term(s)

1. Acceptance of this award requires that HRSA funds will supplement, but not supplant, other federal resources currently dedicated to this effort, including activities previously funded under the current Healthy Start grant. Several federal agencies, such as the Centers for Medicare & Medicaid Services, have provided funds to organizations in Flint and Genesee County to support prevention, treatment, and remediation initiatives to address lead contamination in the community. Additionally, this award should build upon, but not duplicate other federal and local efforts. Activities under this award will align with existing lead response activities and involve close collaboration with broader community health system organizations, families, health professionals, local social support and health systems, community-based organizations, and early childhood systems, etc.
2. Effective December 26, 2014, all references to OMB Circulars for the administrative and audit requirements and the cost principles that govern Federal monies associated with this award are superseded by the Uniform Guidance 2 CFR 200 as codified by HHS at 45 CFR 75.
3. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>
4. The funds for this award are sub-accounted in the Payment Management System (PMS) and will be in a P type (sub accounted) account. This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. If your organization previously received a grant under this program, it was in a G type (cash pooled) account designated by a PMS Account Number ending in G or G1. Now that this grant is sub accounted the PMS Account Number will be changed to reflect either P or P1. For example, if the prior year grant was in payee account number 2AAG it will now be in 2AAP. Similarly, if the prior year grant was in payee account 2AAG1, the grant will be in payee account 2AAP1. The P sub account number and the sub account code (provided on page 1 of this Notice of Award) are both needed when requesting grant funds.  
You may use your existing PMS username and password to check your organizations P account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: [http://www.dpm.psc.gov/grant\\_recipient/grantee\\_forms.aspx](http://www.dpm.psc.gov/grant_recipient/grantee_forms.aspx) and send it to the fax number indicated on the bottom of the form. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at: <http://www.dpm.psc.gov/contacts/contacts.aspx>.

5. As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252, recipients must report



information for each subaward of \$25,000 or more in Federal funds and executive total compensation, as outlined in Appendix A to 2 CFR Part 170. You are required to submit this information to the FFATA Subaward Reporting System (FSRS) at [www.fsrs.gov](http://www.fsrs.gov) by the end of the month following the month in which you awarded any subaward. The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <http://www.hrsa.gov/grants/ffata.html>.

6. HRSA Program involvement will include:

- Agency monitoring to ensure coordination with other federal projects to address lead exposure as a result of the Flint, Michigan, public water supply contamination;
- Availability of the services of experienced Maternal and Child Health Bureau (MCHB) personnel as collaborators with the awardee in the execution and implementation of the project;
- Providing ongoing technical assistance on the performance of activities throughout the period of the cooperative agreement;
- Serve as a resource to the awardee in establishing contacts with federal and state agencies, other HRSA-awarded projects, and other contacts for development of cooperative and collaborative relationships;
- Regular participation in conference calls, meetings, and webinars that are conducted during the period of the cooperative agreement; and
- Participation with the recipient in the dissemination of project findings, best practices and lessons learned, and in producing and jointly reviewing reports, articles, and/or presentations developed under this cooperative agreement.

The recipient's responsibilities will include:

- Adherence to HRSA guidelines pertaining to acknowledgement and disclaimer on all products produced by HRSA award funds, per Section 2.2 of the Application Guide (Acknowledgement of Federal Funding);
- Completing activities proposed in response to application narrative elements;
- Participating in conference calls, meetings, and webinars with HRSA during the period of the cooperative agreement;
- Collaborating with federal and non-federal partners and other MCHB funded projects that may be relevant to the project's mission;
- On-going collaboration and communication with HRSA to review activities, procedures and budget items, information/publication prior to dissemination, contracts and interagency agreements; and
- Providing the federal project officer opportunity to review documents and products prior to dissemination.

7. The costs budgeted in Year 1 for equipment and space renovation have been moved to the Supplies category. The costs budgeted for software for all five years have been moved to the Other category.

## Standard Term(s)

1. Recipients must comply with all terms and conditions outlined in their grant award, including grant policy terms and conditions outlined in applicable Department of Health and Human Services (HHS) Grants Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.
2. All discretionary awards issued by HRSA on or after October 1, 2006, are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted in the Notice of Award (NoA). Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>. Please note that the Terms and Conditions explicitly noted in the award and the HHS GPS are in effect.
3. HRSA requires grantees to use the following acknowledgement and disclaimer on all products produced by HRSA grant funds:
 

*"This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number and title for grant amount (specify grant number, title, total award amount and percentage financed with nongovernmental sources). This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government."*

Grantees are required to use this language when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA supported publications and forums describing projects or programs funded in whole or in part with HRSA funding. Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs.
4. Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a - 7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320a - 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to

induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item .... For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.

5. Items that require prior approval from the awarding office as indicated in 45 CFR Part 75 [Note: 75 (d) HRSA has not waived cost-related or administrative prior approvals for recipients unless specifically stated on this Notice of Award] or 45 CFR Part 75 must be submitted in writing to the Grants Management Officer (GMO). Only responses to prior approval requests signed by the GMO are considered valid. Grantees who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by or upon the HRSA.  
In addition to the prior approval requirements identified in Part 75, HRSA requires grantees to seek prior approval for significant rebudgeting of project costs. Significant rebudgeting occurs when, under a grant where the Federal share exceeds \$100,000, cumulative transfers among direct cost budget categories for the current budget period exceed 25 percent of the total approved budget (inclusive of direct and indirect costs and Federal funds and required matching or cost sharing) for that budget period or \$250,000, whichever is less. For example, under a grant in which the Federal share for a budget period is \$200,000, if the total approved budget is \$300,000, cumulative changes within that budget period exceeding \$75,000 would require prior approval. For recipients subject to 45 CFR Part 75, this requirement is in lieu of that in 45 CFR 75 which permits an agency to require prior approval for specified cumulative transfers within a grantee's approved budget. [Note, even if a grantee's proposed rebudgeting of costs falls below the significant rebudgeting threshold identified above, grantees are still required to request prior approval, if some or all of the rebudgeting reflects either a change in scope, a proposed purchase of a unit of equipment exceeding \$25,000 (if not included in the approved application) or other prior approval action identified in Part 75 unless HRSA has specifically exempted the grantee from the requirement(s).]
6. Payments under this award will be made available through the DHHS Payment Management System (PMS). PMS is administered by the Division of Payment Management, Financial Management Services, Program Support Center, which will forward instructions for obtaining payments. Inquiries regarding payments should be directed to: ONE-DHHS Help Desk for PMS Support at 1-877-614-5533 or [PMSSupport@psc.hhs.gov](mailto:PMSSupport@psc.hhs.gov). For additional information please visit the Division of Payment Management Website at [www.DPM.PSC.GOV](http://www.DPM.PSC.GOV).
7. The DHHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, Department of Health and Human Services, Attention: HOTLINE, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, D. C. 20201, Email: [Htpps@os.dhhs.gov](mailto:Htpps@os.dhhs.gov) or Telephone: 1-800-447-8477 (1-800-HHS-TIPS).
8. Submit audits, if required, in accordance with 45 CFR Part 75, to: Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jefferson, IN 47132 PHONE: (310) 457-1551, (800) 253-0696 toll free <https://harvester.census.gov/facweb/default.aspx/>.
9. EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/ocr/lep/revisedlep.html>.
10. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://www.hrsa.gov/grants/trafficking.htm>. If you are unable to access this link, please contact the Grants Management Specialist identified in this Notice of Award to obtain a copy of the Term.
11. The Consolidated Appropriations Act, 2016, Division H, § 202. (P.L. 114-113) enacted December 18, 2015, limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements to the Federal Executive Pay Scale Level II rate set at \$187,000, effective January, 2017. This amount reflects an individual's base salary exclusive of fringe benefits. An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may be permitted to earn outside the applicant organization duties. HRSA funds may not be used to pay a salary in excess of this rate. This salary limitation also applies to sub-recipients under a HRSA grant or cooperative agreement. The salary limitation does not apply to payments made to consultants under this award although, as with all costs, those payments must meet the test of reasonableness and be consistent with recipient's institutional policy. None of the awarded funds may be used to pay an individual's salary at a rate in excess of the salary limitation. Note: an individual's base salary, per se, is NOT constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to HRSA grants and cooperative agreements.
12. To serve persons most in need and to comply with Federal law, services must be widely accessible. Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. The HHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Please see <http://www.hhs.gov/civil-rights/for-individuals/index.html>. HHS also provides specific guidance for recipients on meeting their legal obligation under Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in programs and activities that receive Federal financial assistance (P. L. 88-352, as amended and 45 CFR Part 75). In some instances a recipient's failure to provide language assistance services may have the effect of discriminating against persons on the basis of



their national origin. Please see <http://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html> to learn more about the Title VI requirement for grant and cooperative agreement recipients to take reasonable steps to provide meaningful access to their programs and activities by persons with limited English proficiency.

13. Important Notice: The Central Contractor registry (CCR) has been replaced. The General Services Administration has moved the CCR to the System for Award Management (SAM) on July 30, 2012. To learn more about SAM please visit <https://www.sam.gov>.

It is incumbent that you, as the recipient, maintain the accuracy/currency of your information in the SAM at all times during which your entity has an active award or an application or plan under consideration by HRSA, unless your entity is exempt from this requirement under 2 CFR 25.110. Additionally, this term requires your entity to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information. This requirement flows down to subrecipients. Note: SAM information must be updated at least every 12 months to remain active (for both grantees and sub-recipients). Grants.gov will reject submissions from applicants with expired registrations. It is advisable that you do not wait until the last minute to register in SAM or update your information. According to the SAM Quick Guide for Grantees ([https://www.sam.gov/sam/transcript/SAM\\_Quick\\_Guide\\_Grants\\_Registrations-v1.6.pdf](https://www.sam.gov/sam/transcript/SAM_Quick_Guide_Grants_Registrations-v1.6.pdf)), an entity's registration will become active after 3-5 days. Therefore, check for active registration well before the application deadline.

- 14.

In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. This term applies to all grant programs except block grants governed by 45 CFR part 96 or 45 CFR Part 98, or grant awards made under titles IV-A, XIX, and XXI of the Social Security Act, and grant programs with approved deviations.

15. **§75.113 Mandatory disclosures.**

Consistent with 45 CFR 75.113, applicants and non-federal entities must disclose, in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Sub recipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following address:

Department of Health and Human Services  
Health Resources and Services Administration  
Office of Federal Assistance Management  
Division of Grants Management Operations  
5600 Fishers Lane, Mailstop 10SWH-03  
Rockville, MD 20879

**AND**

U.S. Department of Health and Human Services  
Office of Inspector General  
Attn: Mandatory Grant Disclosures, Intake Coordinator  
330 Independence Avenue, SW, Cohen Building  
Room 5527  
Washington, DC 20201

Fax: (202)205-0604 (Include: "mandatory Grant Disclosures" in subject line) or Email: [MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321). The recipient must include this mandatory disclosure requirement in all sub-awards and contracts under this award.

Non-Federal entities that have received a Federal award including the term and condition outlined in Appendix XII are required to report certain civil, criminal, or administrative proceedings to [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies described in §75.371, including suspension or debarment. (See also

2 CFR parts 180 and 376, and 31 U.S.C. 3321).

**Recipient integrity and performance matters.** If the total Federal share of the Federal award is more than \$500,000 over the period of performance, Appendix XII to CFR Part 200 is applicable to this award.

## Reporting Requirement(s)

### 1. Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due Quarter End Date after 90 days of reporting period.

The grantee must submit an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period and must be submitted using the Electronic Handbooks (EHBs). The FFR due dates have been aligned with the Payment Management System quarterly report due dates, and will be due 90, 120, or 150 days after the budget period end date. Please refer to the chart below for the specific due date for your FFR:

- Budget Period ends August – October: FFR due January 30
- Budget Period ends November – January: FFR due April 30
- Budget Period ends February – April: FFR due July 30
- Budget Period ends May – July: FFR due October 30

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

## Contacts

### NoA Email Address(es):

Name	Role	Email
Mark Valacak	Point of Contact	mvalacak@gchd.us
Mark J Valacak	Authorizing Official	mvalacak@gchd.us
Suzanne M Cupal	Program Director	scupal@gchd.us

Note: NoA emailed to these address(es)

### Program Contact:

For assistance on programmatic issues, please contact Robert Windom at:  
Healthy Start & Perinatal Services  
5600 Fishers Ln  
Rockville, MD, 20857-1750  
Email: rwindom@hrsa.gov  
Phone: (301) 443-1607

### Division of Grants Management Operations:

For assistance on grant administration issues, please contact Sarah Morgan at:  
HRSA/OFAM/DGMO  
5600 Fishers Ln  
RM 10W09C  
Rockville, MD, 20857-0001  
Email: smorgan1@hrsa.gov  
Phone: (301) 443-4584  
Fax: (301) 443-5461

DIRECTOR
PH Supervisor
PH Supervisor
Clerical Coordinator
Secretary
Epidemiologist
Community Health Analyst
RD
(2) Quality Assurance Coord
(4)CHW
(3)Nutritionist
Sanitarian
Health Educator-Lactation
Health Technician
Health Educator
Nurse



Genesee County Office of Senior Services  
1101 Beach Street, Room 361  
Flint, Michigan 48502  
Phone 810.424.4478 Fax 810.424.4359  
Lynn M. Radzilowski, Director

July 17, 2017

**MEMORANDUM**

**TO:** Commissioner Brenda Clack, Chairperson  
Human Services Committee (HSC)

**FROM:** Lynn M. Radzilowski, Director  
Genesee County Office of Senior Services (GCOS)

**RE: Request Approval of FY 2017/2018 Senior Center Contract  
Amendments with Budgets**

Attached are the FY 2017/2018 senior center contract amendments and with proposed budgets. Contracts have been reviewed and approved by Corporation Counsel. All budgets will be finalized once the BOC approves the County budget on 9/25/17 which includes the senior millage budget.

**Recommendation:**

At this time, GCOS is recommending approving the 2017/2018 Senior Center contracts that substantially conform to the attached templates to be finalized by GCOS staff after the County budget is approved. In addition, it is requested that approval of this request be forwarded to the BOC for its approval and authorization for Chairperson Mark Young to sign said contracts.



AMENDMENT TO CONTRACT BETWEEN

**The County of Genesee,**  
a Municipal Corporation,  
Acting By and Through  
**Genesee County Office of Senior Services**  
**Room 361**  
**1101 Beach Street**  
**Flint, MI 48502**

and

**Brennan Elm Park Senior Community Corporation**  
**1302 Pingree Avenue**  
**Flint, Michigan 48503**  
**A Michigan Non-profit Corporation**  
hereinafter referred to as the "OPERATING ENTITY,"  
the entity operating the **Brennan Senior Center,**  
hereinafter referred to as the "**CENTER.**"

This Amendment is effective beginning on October 1, 2017 through September 30, 2018, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Brennan Elm Park Senior Community Corporation, a Michigan Non-profit Corporation, whose principal place of business is located at 1302 Pingree Avenue Flint, MI 48503 (the "OPERATING ENTITY")(the Contractor and the county together, the Parties)

WHEREAS, the Parties executed a Contract effective October 1, 2016 (the "Contract"), pursuant to which the Operating Entity would continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, the Genesee County Board of Commissioners authorized the original Contract by Resolution # 16-363.

WHEREAS, the Parties wish to amend the Contract to allow millage funds to be used for wage increases if necessary to comply with any minimum wage law and to amend the Operating Entity's FY 2017-2018 funding amount.

NOW THEREFORE, the Parties agree as follows:

1. Any employee wages will comply with any state federal minimum wage law.

2. Paragraph 4 in the original Contract is amended to reflect a tentative funding amount of \$113,826 for FY 2017-2018 for support of services for seniors through the expenditures described in the approved budget, which is attached to this Amendment as Exhibit A. This amount is subject to final approval by the Genesee County Board of Commissioners as part of the County's FY 2017-2018 budget.
3. The remaining terms of the Contract remain unchanged and in full effect.
4. Execution of this Amendment is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

BRENNAN ELM PARK SENIOR  
COMMUNITY CORPORATION

By: \_\_\_\_\_  
Tom King  
Chairperson

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

COUNTY OF GENESEE

By: \_\_\_\_\_  
Mark Young, Chairperson  
Board of County Commissioners

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

Approved as to form:

\_\_\_\_\_  
Office of the Prosecutor-Civil Division

**Attachment A**  
**Budget for FY 2017-2018**



**Proposed 2017-2018 Revenue**

	2016-2017 Actual Budget Revenue	2017-2018 Proposed Revenue
<b>Name of Senior Center: Brennan Senior Center</b>		
General Fund		
Local School District		
Local Special Millage		
In-Kind Value		
(list type)		
(list type)		
(list type)		
Federal CDBG		
State of Mich. Office of Services to the Aging		
Michigan Department of Transportation		
Valley Area Agency on Aging		
Private Contributions/Donations		
Special Projects Grants		
MTA	\$ 5,000.00	\$ 9,000.00
(list source)		
Program Service Fees		
class fees		
(list source)		
(list source)		
Rental Income		\$ 1,200.00
Interest Income		
Membership		
newsletter Fees		
Fundraising Events		
Other Revenue Sources City of Flint	\$ 10,000.00	\$ 10,000.00
copies, taxes, coffee, etc		
<b>Subtotal</b>	\$ 15,000.00	\$ 20,200.00
2017-2018 requested Senior Millage Award	\$ 113,826.00	\$ 113,826.00
<b>Total Revenue</b>	\$ 128,826.00	\$ 134,026.00

## 2017-2018 Proposed Senior Center Budget

Name of Senior Center: Brennan		2017-2018 Projected Senior Millage Expenditures
<b>Administration</b>		
Salaries - Administrative		
Director	\$	20,644.00
Salaries - Support Staff	\$	-
Administrative Assistant	\$	10,000.00
Van Driver	\$	12,000.00
	\$	-
Retirement Benefit	\$	-
Fringes - Employer FICA	\$	2,165.56
Fringes - Medical	\$	-
Fringes - other	\$	-
<b>SUBTOTAL</b>	<b>\$</b>	<b>44,809.56</b>
<b>Programming</b>		
Special Projects / Events	\$	-
Class Instructors & Supplies	\$	3,443.08
Transportation	\$	1,300.00
Social and Special Events	\$	-
Volunteer Expenses	\$	500.00
<b>SUBTOTAL</b>	<b>\$</b>	<b>5,243.08</b>
<b>Operations</b>		
Facility Maintenance	\$	-
Building Maintenance	\$	3,000.00
Grounds Maintenance	\$	2,272.36
Insurances & Bonds	\$	4,369.00
Legal Services	\$	1,000.00
Memberships / Publications	\$	100.00
Office Supplies	\$	2,500.00
Operating Supplies	\$	3,500.00
Postage	\$	1,000.00
Pest Control	\$	400.00
Security Monitoring	\$	1,000.00
Security Service	\$	800.00
Professional Services	\$	3,500.00
Accounting Services	\$	3,500.00
Janitorial Services	\$	5,000.00
Service Contracts/Licenses		
Health Dept. License	\$	360.00
Computer Maintenance Contract	\$	1,000.00
Copying Service	\$	322.00
Phone/ Fax/ Internet/ Web Services	\$	2,900.00
Travel / Mileage		
Utilities	\$	24,250.00
Vehicle Maintenance / Insurance	\$	-
Outreach		
Newsletter	\$	3,000.00
(List type)	\$	-
<b>SUBTOTAL</b>	<b>\$</b>	<b>63,773.36</b>
<b>Equipment</b>		
Xavus solutions	\$	550.00
<b>SUBTOTAL</b>	<b>\$</b>	<b>550.00</b>
<b>Total 2017-2018 Expenses</b>	<b>\$</b>	<b>113,826.00</b>

# 2017-2018 Senior Millage - Administration Budget

Title	% of Senior Millage	Hourly Rate	Annual Salary	Health Care	FICA and Medicare	Federal Unemployment	MI Unemployment	Wages Benefits & Employer Taxes	Retirement & Other Benefits
Exec. Director	90%	\$11.06	\$23,009.50	0	\$1,759.87	0	\$90.00	0	0
Asst. Director	100%	\$8.90	\$9,256.00	0	\$708.08	0	\$90.00	0	0
				0					

AMENDMENT TO CONTRACT BETWEEN

**The County of Genesee,**  
a Municipal Corporation,  
Acting By and Through  
**Genesee County Office of Senior Services**  
**Room 361**  
**1101 Beach Street**  
**Flint, MI 48502**

and

**City of Burton**  
**4303 South Center Road**  
**Burton, Michigan 48519**  
**A Local Unit of Michigan Government**  
hereinafter referred to as the "OPERATING ENTITY,"  
the entity operating the **Burton Senior Center**,  
hereinafter referred to as the "**CENTER.**"

This Amendment is effective beginning on October 1, 2017 through September 30, 2018, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and City of Burton, a local unit of Michigan government, whose principal place of business is located at 4303 South Center Road Burton, MI 48519 (the "OPERATING ENTITY")(the Contractor and the county together, the Parties)

WHEREAS, the Parties executed a Contract effective October 1, 2016 (the "Contract"), pursuant to which the Operating Entity would continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, the Genesee County Board of Commissioners authorized the original Contract by Resolution # 16-363.

WHEREAS, the Parties wish to amend the Contract to allow millage funds to be used for wage increases if necessary to comply with any minimum wage law and to amend the Operating Entity's FY 2017-2018 funding amount.

NOW THEREFORE, the Parties agree as follows:

1. Any employee wages will comply with any state federal minimum wage law.

2. Paragraph 4 in the original Contract is amended to reflect a tentative funding amount of \$170,255 for FY 2017-2018 for support of services for seniors through the expenditures described in the approved budget, which is attached to this Amendment as Exhibit A. This amount is subject to final approval by the Genesee County Board of Commissioners as part of the County's FY 2017-2018 budget.
3. The remaining terms of the Contract remain unchanged and in full effect.
4. Execution of this Amendment is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

CITY OF BURTON

COUNTY OF GENESEE

By: \_\_\_\_\_  
Paula Zelenko  
Mayor

By: \_\_\_\_\_  
Mark Young, Chairperson  
Board of County Commissioners

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

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

Approved as to form:

\_\_\_\_\_  
Office of the Prosecutor-Civil Division



**Attachment A**  
**Budget for FY 2017-2018**

**Proposed 2017-2018 Revenue**

Name of Senior Center: City of Burton	2016-2017 Actual Budget Revenue	2017-2018 Proposed Revenue
General Fund	\$ 193,000.00	\$ 190,000.00
Local School District		
Local Special Millage		
In-Kind Value		
(list type)		
(list type)		
(list type)		
Federal CDBG	\$ 15,400.00	\$ 12,400.00
State of Mich. Office of Services to the Aging		
Michigan Department of Transportation		
Valley Area Agency on Aging		
Private Contributions/Donations	\$ 12,000.00	\$ 12,000.00
Special Projects Grants		
(list source)		
(list source)		
Program Service Fees		
class fees		
(list source)		
(list source)		
Rental Income	\$ 6,000.00	\$ 6,000.00
Interest Income	\$ 300.00	\$ 300.00
Membership		
newsletter Fees		
Fundraising Events		
Other Revenue Sources		
Refunds and Reimbursements	\$ 1,000.00	\$ 1,000.00
<b>Subtotal</b>	<b>\$ 227,700.00</b>	<b>\$ 221,700.00</b>
2017-2018 requested Senior Millage Award		\$ 170,255.00
<b>Total Revenue</b>	<b>\$ 227,700.00</b>	<b>\$ 391,955.00</b>



## 2017-2018 Proposed Senior Center Budget

Name of Senior Center: City of Burton	2017-2018 Projected Senior Millage Expenditures
<b>Administration</b>	
Salaries - Administrative	\$ 48,423.00
Salaries - Support Staff	
Asst. Director, 100%	\$ 40,066.00
Part-time Van Driver, 100%	\$ 9,618.00
Controller, 20%	\$ 11,785.00
Bldg Maintenance, 5%	\$ 1,900.00
Other Misc/Indirect Salaries	
Retirement Benefit	\$ 30,971.00
Fringes - Employer FICA	\$ 8,000.00
Fringes - Medical	\$ 18,502.00
Fringes - Other	
SUBTOTAL	\$ 169,265.00
SUBTOTAL	\$ -
<b>Operations</b>	
Facility Maintenance	\$ -
Contractual Cleaning	\$ -
(List Type)	\$ -
(List Type)	\$ -
Certifications /Accreditation	\$ -
(List Type)	\$ -
(List Type)	\$ -
Conferences / Workshops	\$ -
SUBTOTAL	\$ -
<b>Equipment</b>	
Computer/Software	
Xavus Solutions	\$ 990.00
(List Item, Quantity)	\$ -
	\$ -
Equipment Purchases	
Security Cameras	\$ -
(List Item, Quantity)	\$ -
SUBTOTAL	\$ 990.00
Total 2017-2018 Expenses	\$ 170,255.00



AMENDMENT TO CONTRACT BETWEEN

**The County of Genesee,**  
a Municipal Corporation,  
Acting By and Through  
**Genesee County Office of Senior Services**  
**Room 361**  
**1101 Beach Street**  
**Flint, MI 48502**

and

**Carman-Ainsworth Senior Center Organization**  
**2701 Graham Road**  
**Flint, Michigan 48532**  
**A Michigan Non-profit Corporation**  
hereinafter referred to as the "OPERATING ENTITY,"  
the entity operating the **Carman-Ainsworth Senior Center**  
hereinafter referred to as the "**CENTER.**"

This Amendment is effective beginning on October 1, 2017 through September 30, 2018, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Carman-Ainsworth Senior Center Organization, a Michigan Non-profit Corporation, whose principal place of business is located at 2701 Graham Road Flint, MI 48532 (the "OPERATING ENTITY")(the Contractor and the county together, the Parties)

WHEREAS, the Parties executed a Contract effective October 1, 2016 (the "Contract"), pursuant to which the Operating Entity would continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, the Genesee County Board of Commissioners authorized the original Contract by Resolution # 16-363.

WHEREAS, the Parties wish to amend the Contract to allow millage funds to be used for wage increases if necessary to comply with any minimum wage law and to amend the Operating Entity's FY 2017-2018 funding amount.

NOW THEREFORE, the Parties agree as follows:

1. Any employee wages will comply with any state federal minimum wage law.

2. Paragraph 4 in the original Contract is amended to reflect a tentative funding amount of \$170,255 for FY 2017-2018 for support of services for seniors through the expenditures described in the approved budget, which is attached to this Amendment as Exhibit A. This amount is subject to final approval by the Genesee County Board of Commissioners as part of the County's FY 2017-2018 budget.
3. The remaining terms of the Contract remain unchanged and in full effect.
4. Execution of this Amendment is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

CARMAN-AINSWORTH SENIOR  
CENTER ORGANIZATION

By: \_\_\_\_\_  
James McClung  
President

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

COUNTY OF GENESEE

By: \_\_\_\_\_  
Mark Young, Chairperson  
Board of County Commissioners

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

Approved as to form:

\_\_\_\_\_  
Office of the Prosecutor-Civil Division

**Attachment A**  
**Budget for FY 2017-2018**

**Proposed 2017-2018 Revenue**

Name of Senior Center: Carman-Ainsworth	2016-2017 Actual Budget Revenue	2017-2018 Proposed Revenue
General Fund	\$ 170,255.00	\$ 170,255.00
Local School District-Carman Ainsworth		\$ -
Local Special Millage		\$ -
In-Kind Value		
Flint Township	\$ 16,000.00	\$ 16,000.00
Carman Ainsworth	\$ 10,900.00	\$ 10,900.00
(list type)		
Federal CDBG	\$ 13,497.00	\$ 13,497.00
State of Mich. Office of Services to the Aging		
Michigan Department of Transportation		
Valley Area Agency on Aging		
Private Contributions/Donations		
Special Projects Grants		
(list source)		
(list source)		
Program Service Fees		
Bingo	\$ 5,000.00	\$ 5,000.00
(list source)		
(list source)		
Rental Income		
Interest Income	\$ 2,000.00	\$ 2,000.00
Membership	\$ 1,246.00	\$ 1,246.00
Newsletter Fees		
Fundraising Events	\$ 700.00	\$ 1,000.00
Other Revenue Sources		
copies, taxes, coffee, etc		
<b>Subtotal</b>	\$ 219,598.00	\$ 219,898.00
<b>Total Revenue</b>	\$ 219,598.00	\$ 219,898.00



**2017-2018 Senior Millage Senior Center  
Budget**

<b>Name of Center: Carman Ainsworth</b>		<b>2017-2018 Senior Millage</b>
<b>ADMINISTRATION</b>		
Salaries-Administrative		
Director		\$41,000.00
Asst. Director		\$29,120.00
Salaries - Support Staff		
Program Asst.		\$9,048.00
Main/Driver		\$14,976.00
Retirement Benefit/401		\$4,100.00
Fringes-Employer FICA		\$7,242.00
Fringes-Other/UIA		\$4,656.00
<b>SUBTOTAL</b>		<b>\$110,142.00</b>
<b>PROGRAMMING</b>		
Special Projects/Events		
Instructors		\$16,000.00
<b>SUBTOTAL</b>		<b>\$16,000.00</b>
<b>OPERATIONS</b>		
Building Maintenance		
		\$1,000.00
Floor Maintenance		
		\$2,600.00
<b>Certificates/Accreditation</b>		
NCOA/MASC		\$600.00
Conferences/Workshops		\$250.00
Equipment Maintenance		\$500.00
Grounds Maintenance		\$500.00
Insurances & Bonds		\$8,000.00
Legal Services		\$1,063.00
Memberships/Publications		\$500.00
Office Supplies		\$700.00
Operating Supplies		\$2,400.00
Postage		\$200.00
Printing		\$2,000.00
<b>Professional Services</b>		
401 Administration		\$500.00
Payroll/Yeo & Yeo		\$2,500.00
<b>Service Contracts/Licenses</b>		
Tech Support		\$1,000.00
Health Department		\$800.00
Phone/FAX/Internet		\$4,000.00
Travel/Mileage		\$500.00
Utilities		\$12,000.00
<b>SUBTOTAL</b>		<b>\$41,613.00</b>
<b>EQUIPMENT PURCHASES</b>		
MySenior		
		\$500.00
Cooking Equipment		
		\$1,000.00
Ceiling Fans (6)/Storage rack		
		\$1,000.00
<b>SUBTOTAL</b>		<b>\$2,500.00</b>
<b>EXPENDITURES</b>		<b>\$170,255.00</b>





AMENDMENT TO CONTRACT BETWEEN

**The County of Genesee,**  
a Municipal Corporation,  
Acting By and Through  
**Genesee County Office of Senior Services**  
**Room 361**  
**1101 Beach Street**  
**Flint, MI 48502**

And

**Charter Township of Vienna**  
**3400 West Vienna Road**  
**Clio, Michigan 48420**  
**A Local Unit of Michigan Government**  
hereinafter referred to as the "OPERATING ENTITY,"  
the entity operating the **Clio Area Senior Center,**  
hereinafter referred to as the "**CENTER.**"

This Amendment is effective beginning on October 1, 2017 through September 30, 2018, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Charter Township of Vienna, a local unit of Michigan government, whose principal place of business is located at 3400 West Vienna Road Clio, MI 48420 (the "OPERATING ENTITY")(the Contractor and the county together, the Parties)

WHEREAS, the Parties executed a Contract effective October 1, 2016 (the "Contract"), pursuant to which the Operating Entity would continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, the Genesee County Board of Commissioners authorized the original Contract by Resolution # 16-363.

WHEREAS, the Parties wish to amend the Contract to allow millage funds to be used for wage increases if necessary to comply with any minimum wage law and to amend the Operating Entity's FY 2017-2018 funding amount.

NOW THEREFORE, the Parties agree as follows:

1. Any employee wages will comply with any state federal minimum wage law.

2. Paragraph 4 in the original Contract is amended to reflect a tentative funding amount of \$170,255 for FY 2017-2018 for support of services for seniors through the expenditures described in the approved budget, which is attached to this Amendment as Exhibit A. This amount is subject to final approval by the Genesee County Board of Commissioners as part of the County's FY 2017-2018 budget.
3. The remaining terms of the Contract remain unchanged and in full effect.
4. Execution of this Amendment is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

CHARTER TOWNSHIP OF  
VIENNA

By: \_\_\_\_\_  
Joseph Rizk  
Supervisor

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

COUNTY OF GENESEE

By: \_\_\_\_\_  
Mark Young, Chairperson  
Board of County Commissioners

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

Approved as to form:

\_\_\_\_\_  
Office of the Prosecutor-Civil Division

**Attachment A**  
**Budget for FY 2017-2018**

**Proposed 2017-2018 Revenue**

Name of Senior Center: CLIO	2016-2017 Actual Budget Revenue	2017-2018 Proposed Revenue
General Fund		
In-Kind Value	\$ 175,225.00	\$ 169,100.00
Private Contributions/Donations		\$ 1,000.00
Special Projects Grants		
Community Foundation		
Seniorr Center Board (new bus)		
Program Service Fees		
Rental Income		\$ 5,500.00
Membership		\$ 1,800.00
newsletter Fees		\$ 700.00
Fundraising Events		\$ 10,000.00
Other Revenue Sources		
copies, faxes, coffee, etc		
<b>Subtotal</b>	\$ 175,225.00	\$ 188,100.00
2017-2018 requested Senior Millage Award	\$ 113,826.00	\$ 170,255.00
<b>Total Revenue</b>	\$ 289,051.00	\$ 358,355.00

## 2017-2018 Proposed Senior Center Budget

Name of Senior Center: CLIO	2017-2018 Projected Senior Millage Expenditures
<b>Administration</b>	
Salaries - Administrative	
Director (100%)	\$ 41,200.00
Assistant Director (100%)	\$ 25,750.00
Salaries - Support Staff	
Program Assistant 100%)	\$ 12,500.00
Maintenance	\$ 725.00
Retirement Benefit	\$ 105.00
Fringes - Employer FICA	\$ 6,150.00
Fringes - Medical	\$ 24,650.00
<b>SUBTOTAL</b>	<b>\$ 111,080.00</b>
<b>Programming</b>	
<b>Operations</b>	
Facility Maintenance	
Maintenance	
Conferences / Workshops	\$ -
My Senior Maintenance	\$ 500.00
Insurances & Bonds (CAN Surety/CSAC Agency)	\$ 500.00
Professional Services	
Audit	\$ -
Pest Control	\$ 520.00
Weed & Feed	\$ 450.00
Cintas	\$ 4,000.00
Security Monitoring (Guardian Alarm)	\$ 502.00
2 Part Time Custodians (100%)	\$ 8,500.00
Service Contracts/Licenses	
Health Dept. License	\$ 351.00
Copiers (Brady's Business)	\$ 3,722.00
Computer Maintenance Contract (IT Right)	\$ 1,600.00
Lawn Mowing (North & South)	\$ 2,000.00
Snow plowing	\$ 4,530.00
Phone/ Fax/ Internet/ Web Services (Comcast)	\$ 5,000.00
Travel / Mileage	\$ -
Utilities	\$ 23,000.00
Vehicle Maintenance / Insurance	\$ 4,000.00
<b>SUBTOTAL</b>	<b>\$ 59,175.00</b>
<b>Equipment</b>	
<b>Total 2017-2018 Expenses</b>	<b>\$ 170,255.00</b>







AMENDMENT TO CONTRACT BETWEEN

**The County of Genesee,**  
a Municipal Corporation,  
Acting By and Through  
**Genesee County Office of Senior Services**  
**Room 361**  
**1101 Beach Street**  
**Flint, MI 48502**

and

**Davison Area Senior Center**  
**10135 Lapeer Road**  
**Davison, Michigan 48423**  
**A Local Unit of Michigan Government**  
hereinafter referred to as the "OPERATING ENTITY,"  
the entity operating the **Davison Area Senior Center**,  
hereinafter referred to as the "**CENTER.**"

This Amendment is effective beginning on October 1, 2017 through September 30, 2018, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Davison Area Senior Center, a local unit of Michigan government, whose principal place of business is located at 10135 Lapeer Road Davison, MI 48423 (the "OPERATING ENTITY")(the Contractor and the county together, the Parties)

WHEREAS, the Parties executed a Contract effective October 1, 2016 (the "Contract"), pursuant to which the Operating Entity would continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, the Genesee County Board of Commissioners authorized the original Contract by Resolution # 16-363.

WHEREAS, the Parties wish to amend the Contract to allow millage funds to be used for wage increases if necessary to comply with any minimum wage law and to amend the Operating Entity's FY 2017-2018 funding amount.

NOW THEREFORE, the Parties agree as follows:

1. Any employee wages will comply with any state federal minimum wage law.

2. Paragraph 4 in the original Contract is amended to reflect a tentative funding amount of \$170,255 for FY 2017-2018 for support of services for seniors through the expenditures described in the approved budget, which is attached to this Amendment as Exhibit A. This amount is subject to final approval by the Genesee County Board of Commissioners as part of the County's FY 2017-2018 budget.
3. The remaining terms of the Contract remain unchanged and in full effect.
4. Execution of this Amendment is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

DAVISON AREA SENIOR CENTER

COUNTY OF GENESEE

By: \_\_\_\_\_  
Karen M. Miller  
Chairperson

By: \_\_\_\_\_  
Mark Young, Chairperson  
Board of County Commissioners

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

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

Approved as to form:

\_\_\_\_\_  
Office of the Prosecutor-Civil Division

**Attachment A**  
**Budget for FY 2017-2018**

**Proposed 2017-2018 Revenue**

Name of Senior Center: Davison	2016-2017 Actual Budget Revenue	2017-2018 Proposed Revenue
General Fund from Davison Township/City/Richfield	\$ 23,840.00	\$ 23,840.00
Local School District		
Local Special Millage		
In-Kind Value		
(list type)		
(list type)		
(list type)		
Federal CDBG		
State of Mich. Office of Services to the Aging		
Michigan Department of Transportation		
Valley Area Agency on Aging		
Private Contributions/Donations		
Special Projects Grants		
(list source)		
(list source)		
Program Service Fees		
Socialization	\$ 5,000.00	\$ 5,000.00
Educational	\$ 500.00	\$ 500.00
Health and Nutrition	\$ 3,300.00	\$ 3,300.00
Rental Income	\$ 3,550.00	\$ 3,550.00
Interest Income		
Membership		
newsletter Fees	\$ 450.00	\$ 450.00
Fundraising Events		
Other Revenue Sources		
Trips, Transportation and Misc.	\$ 16,000.00	\$ 16,000.00
<b>Subtotal</b>	<b>\$ 52,640.00</b>	<b>\$ 52,640.00</b>
2017-2018 requested Senior Millage Award		\$ 170,255.00
<b>Total Revenue</b>	<b>\$ 52,640.00</b>	<b>\$ 222,895.00</b>

# 2017-2018 Proposed Senior Center Budget

Name of Senior Center: Davison		2017-2018 Projected Senior Millage Expenditures
<b>Administration</b>		
Salaries - Administrative		
Kathy Davis, Director, 87%	\$	41,600.00
Salaries - Support Staff, 84%		
Lynda (Joie) Hitchcock, Asst. Dir	\$	33,696.00
Brenda Baucus, Office Assist, 91%	\$	9,380.80
June Vert, Office Assist, 91%	\$	9,380.80
Retirement Benefit	\$	10,000.00
Fringes - Employer FICA	\$	7,100.00
Fringes - Medical	\$	-
Fringes - Life Insurance	\$	-
<b>SUBTOTAL</b>	<b>\$</b>	<b>111,157.60</b>
<b>Programming</b>		
Special Projects / Events	\$	-
Socialization	\$	1,080.54
Health	\$	21.96
Nutritional	\$	27.82
Volunteer Expenses	\$	67.01
<b>SUBTOTAL</b>	<b>\$</b>	<b>1,197.33</b>
<b>Operations</b>		
Facility Maintenance	\$	-
Building Maintenance	\$	9,000.00
Janitorial Services	\$	15,950.00
Equipment Maintenance	\$	-
Grounds Maintenance	\$	9,523.25
Insurances & Bonds	\$	-
Legal Services	\$	-
Memberships / Publications	\$	-
Office Supplies	\$	-
Operating Supplies	\$	1,276.82
Professional Services		
Audit	\$	-
Service Contracts/Licenses		
Guardian Alarm	\$	-
Computer Maintenance Contract	\$	-
(List Type)	\$	-
Phone/ Fax/ Internet/ Web Services	\$	2,000.00
Travel / Mileage	\$	-
Utilities	\$	17,350.00
Vehicle Maintenance / Insurance	\$	-
Outreach		
Newsletter	\$	2,300.00
Miscellaneous	\$	-
<b>SUBTOTAL</b>	<b>\$</b>	<b>57,400.07</b>
<b>Equipment</b>		
Xavus Solutions	\$	500.00
<b>SUBTOTAL</b>	<b>\$</b>	<b>500.00</b>
<b>Total 2017-2018 Expenses</b>	<b>\$</b>	<b>170,255.00</b>





AMENDMENT TO CONTRACT BETWEEN

**The County of Genesee,**  
a Municipal Corporation,  
Acting By and Through  
**Genesee County Office of Senior Services**  
**Room 361**  
**1101 Beach Street**  
**Flint, MI 48502**

and

**Eastside Senior Citizens Association**  
**3065 North Genesee Road**  
**Flint, Michigan 48506**  
**A Michigan Non-profit Corporation**  
hereinafter referred to as the "OPERATING ENTITY,"  
the entity operating the **Eastside Senior Center**  
hereinafter referred to as the "**CENTER.**"

This Amendment is effective beginning on October 1, 2017 through September 30, 2018, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Eastside Senior Citizens Association, a Michigan Non-profit Corporation, whose principal place of business is located at 3065 North Genesee Road Flint, MI 48506 (the "OPERATING ENTITY")(the Contractor and the county together, the Parties)

WHEREAS, the Parties executed a Contract effective October 1, 2016 (the "Contract"), pursuant to which the Operating Entity would continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, the Genesee County Board of Commissioners authorized the original Contract by Resolution # 16-363.

WHEREAS, the Parties wish to amend the Contract to allow millage funds to be used for wage increases if necessary to comply with any minimum wage law and to amend the Operating Entity's FY 2017-2018 funding amount.

NOW THEREFORE, the Parties agree as follows:

1. Any employee wages will comply with any state federal minimum wage law.



2. Paragraph 4 in the original Contract is amended to reflect a tentative funding amount of \$170,255 for FY 2017-2018 for support of services for seniors through the expenditures described in the approved budget, which is attached to this Amendment as Exhibit A. This amount is subject to final approval by the Genesee County Board of Commissioners as part of the County's FY 2017-2018 budget.
3. The remaining terms of the Contract remain unchanged and in full effect.
4. Execution of this Amendment is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

EASTSIDE SENIOR CITIZENS  
ASSOCIATION

COUNTY OF GENESEE

By: \_\_\_\_\_  
Debra Gilbert  
Executive Director

By: \_\_\_\_\_  
Mark Young, Chairperson  
Board of County Commissioners

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

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

Approved as to form:

\_\_\_\_\_  
Office of the Prosecutor-Civil Division

**Attachment A**  
**Budget for FY 2017-2018**

**Proposed 2017-2018 Revenue**

<b>Eastside Senior Center</b>	<b>2016-2017 Actual Budget Revenue</b>	<b>2017-2018 Proposed Revenue</b>
Federal CDBG	\$ 9,444.00	\$ 9,444.00
Michigan Department of Transportation	\$ 11,270.00	\$ 11,270.00
Private Contributions/Donations	\$ 2,709.50	\$ 3,000.00
Special Projects Grants		
Community Foundation of Greater Flint	\$ 4,178.21	\$ 4,178.00
MMAF	\$ 700.00	\$ 1,000.00
Program Service Fees		
Line Dancers	\$ 500.00	\$ 900.00
Interest Income	\$ 220.00	\$ 300.00
Fundraising Events	\$ 1,242.00	\$ 1,500.00
Other Revenue Sources		
copies, taxes, coffee, etc	\$ 604.65	\$ 1,000.00
<b>Subtotal</b>	<b>\$ 30,868.36</b>	<b>\$ 32,592.00</b>
2017-2018 requested Senior Millage Award	\$ 170,255.00	\$ 170,255.00
<b>Total Revenue</b>	<b>\$ 201,123.36</b>	<b>\$ 202,847.00</b>

## 2017-2018 Proposed Senior Center Budget

Eastside Senior Center	2017-2018 Projected Senior Millage Expenditures
<b>Administration</b>	
Salaries - Administrative	
Executive Director, 100%	\$ 25,660.00
Interim Executive Director, 100%	\$ 40,560.00
Director, 100%	\$ 30,120.00
Salaries - Support Staff	
Office Assistant, 80%	\$ 8,240.00
Janitor, 100%	\$ 7,020.00
Instructors	
Payroll Services	\$ 720.00
Fringes - Employer FICA	\$ 12,608.00
<b>SUBTOTAL</b>	<b>\$ 124,928.00</b>
<b>Programming</b>	
Special Projects / Events	\$ -
Caregiver Art Program	\$ 1,500.00
<b>SUBTOTAL</b>	<b>\$ 1,500.00</b>
<b>Operations</b>	
Facility Maintenance	
Alarm Monitoring	\$ 1,040.00
Pest Control	\$ 396.00
Floors	\$ 4,500.00
Conferences / Workshops	\$ 250.00
Equipment Maintenance	\$ 1,500.00
Grounds Maintenance	\$ 3,000.00
Insurances & Bonds	\$ 6,450.00
Legal Services	
Memberships / Publications	\$ 1,500.00
Office Supplies	\$ 2,000.00
Operating Supplies	\$ 3,050.00
Postage	\$ 7,971.00
Professional Services	
Computer Support	\$ 250.00
Xavus Solutions	\$ 500.00
Service Contracts/Licenses	
Health Dept. License	\$ 350.00
State of Michigan	\$ -
Phone/ Fax/ Internet/ Web Services	\$ 2,070.00
Utilities	\$ 9,000.00
Vehicle Maintenance / Insurance	
<b>SUBTOTAL</b>	<b>\$ 43,827.00</b>
<b>Equipment</b>	
<b>Total 2017-2018 Expenses</b>	<b>\$ 170,255.00</b>



AMENDMENT TO CONTRACT BETWEEN

**The County of Genesee,**  
a Municipal Corporation,  
Acting By and Through  
**Genesee County Office of Senior Services**  
**Room 361**  
**1101 Beach Street**  
**Flint, MI 48502**

and

**Flushing Area Senior Citizens, Inc.**  
**106 Elm Street**  
**Flushing, Michigan 48433**  
**A Michigan Non-profit Corporation**  
hereinafter referred to as the "OPERATING ENTITY,"  
the entity operating the **Flushing Senior Center,**  
hereinafter referred to as the "**CENTER.**"

This Amendment is effective beginning on October 1, 2017 through September 30, 2018, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"); and Flushing Area Senior Citizens, Inc., a Michigan Non-profit Corporation, whose principal place of business is located at 106 Elm Street Flushing, MI 48433 (the "OPERATING ENTITY")(the Contractor and the county together, the Parties)

WHEREAS, the Parties executed a Contract effective October 1, 2016 (the "Contract"), pursuant to which the Operating Entity would continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, the Genesee County Board of Commissioners authorized the original Contract by Resolution # 16-363.

WHEREAS, the Parties wish to amend the Contract to allow millage funds to be used for wage increases if necessary to comply with any minimum wage law and to amend the Operating Entity's FY 2017-2018 funding amount.

NOW THEREFORE, the Parties agree as follows:

1. Any employee wages will comply with any state federal minimum wage law.



2. Paragraph 4 in the original Contract is amended to reflect a tentative funding amount of \$170,255 for FY 2017-2018 for support of services for seniors through the expenditures described in the approved budget, which is attached to this Amendment as Exhibit A. This amount is subject to final approval by the Genesee County Board of Commissioners as part of the County's FY 2017-2018 budget.
3. The remaining terms of the Contract remain unchanged and in full effect.
4. Execution of this Amendment is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

FLUSHING AREA SENIOR  
CITIZENS, INC.

By: \_\_\_\_\_  
Mike Stanton  
President

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

COUNTY OF GENESEE

By: \_\_\_\_\_  
Mark Young, Chairperson  
Board of County Commissioners

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

Approved as to form:

\_\_\_\_\_  
Office of the Prosecutor-Civil Division

**Attachment A**  
**Budget for FY 2017-2018**

**Proposed 2017-2018 Revenue**

Name of Senior Center: Flushing	2016-2017 Actual Revenue Thru May 2017	2017-2018 Proposed Revenue
Genesee County Millage Reimbursement	\$ 110,146.58	
Local School District		
Local Special Millage		
In-Kind Value		
Building Lease- City of Flushing	\$ 34,666.67	\$ 52,000.00
Van Gas- Flushing Township	\$ 2,666.67	\$ 4,000.00
Federal CDBG		
State of Mich. Office of Services to the Aging		
Michigan Department of Transportation		
Valley Area Agency on Aging	\$ 500.00	\$ 1,000.00
Private Contributions/Donations		
Donations	\$ 980.98	\$ 1,000.00
Membership	\$ 8,027.00	\$ 13,000.00
Memorial Donations	\$ 365.00	\$ 500.00
Senior in Need	\$ 385.00	\$ 100.00
Special Projects Grants		
United Way	\$ 1,223.14	\$ 1,200.00
Program Service Fees		
Class fees	\$ 11,827.50	\$ 19,000.00
Travel	\$ 1,972.00	\$ 4,000.00
Special Events	\$ 3,878.98	\$ 7,600.00
Transportation	\$ 2,168.00	\$ 3,800.00
Interest Income	\$ 21.96	\$ 40.00
Fundraising Events		
Other Revenue Sources		
Copies, faxes, coffee, etc	\$ 664.81	\$ 1,000.00
<b>Subtotal</b>	<b>\$ 179,494.28</b>	<b>\$ 108,240.00</b>
2017-2018 requested Senior Millage Award		\$ 170,255.00
<b>Total Revenue</b>	<b>\$ 179,494.28</b>	<b>\$ 278,495.00</b>

**2017-2018 Proposed Senior Center Budget**

Name of Center: Flushing	2017-2018 Projected Senior Millage Expenditures
<b>ADMINISTRATION</b>	
<b>Salaries - Administrative</b>	
100% Executive Director	\$ 47,000.00
<b>Salaries - Support Staff</b>	
90% Administrative Assistant	\$ 32,445.00
78% Office Manager	\$ 23,608.00
Assistant Office Manager	\$ -
78% Office Assistant	\$ 19,240.00
Social Worker	\$ -
Fringes - Employer FICA	\$ 9,355.00
<b>SUBTOTAL</b>	<b>\$ 131,648.00</b>
<b>PROGRAMMING</b>	
<b>Special Projects / Events</b>	
Social and Special Events	\$ 3,300.00
Volunteer Expenses	\$ -
<b>SUBTOTAL</b>	<b>\$ 3,300.00</b>
<b>OPERATIONS</b>	
<b>Certifications /Accreditation</b>	
ServeSafe Certification	\$ 300.00
<b>Conferences / Workshops</b>	\$ -
<b>Maintenance</b>	
Building Maintenance	\$ 2,524.00
Equipment Maintenance	\$ -
Grounds Maintenance	\$ 400.00
Janitorial Maintenance	\$ 2,484.00
Vehicle Maintenance	\$ 1,750.00
<b>Insurances &amp; Bonds</b>	
Auto Insurance	\$ 2,423.00
Building Insurance	\$ 375.00
Liability Insurance	\$ 2,928.00
Surity Bond	\$ 126.00
Workers Comp. Insurance	\$ 2,342.00
<b>Memberships / Publications</b>	\$ 215.00
<b>Office Supplies</b>	\$ 2,000.00
<b>Operating Expenses and Supplies</b>	\$ 2,600.00
<b>Postage</b>	\$ 250.00
<b>Professional Services</b>	
Accounting Services	\$ 3,500.00
<b>Service Contracts/Licenses</b>	
Copier Maintenance Agreement	\$ 750.00
Health Dept. License	\$ 350.00
<b>Phone/ Fax/ Internet/ Web Services</b>	
Phone, TV, Internet	\$ 2,580.00
Cell Phone for Drivers	\$ 420.00
<b>Travel / Mileage</b>	\$ 800.00
<b>Utilities</b>	
Electricity and Gas	\$ 4,500.00
Water	\$ 700.00
<b>Outreach</b>	
<b>SUBTOTAL</b>	<b>\$ 34,317.00</b>
<b>Equipment</b>	
<b>Computers / Software</b>	
Xavus Solutions	\$ 990.00
<b>SUBTOTAL</b>	<b>\$ 990.00</b>
<b>Total 2017-2018 Expenses</b>	<b>\$ 170,255.00</b>





AMENDMENT TO CONTRACT BETWEEN

**The County of Genesee,**  
a Municipal Corporation,  
Acting By and Through  
**Genesee County Office of Senior Services**  
**Room 361**  
**1101 Beach Street**  
**Flint, MI 48502**

and

**Forest Township Area Senior Center, Inc.**  
**130 East Main Street**  
**Otisville, Michigan 48463**  
**A Michigan Non-profit Corporation**  
hereinafter referred to as the "OPERATING ENTITY,"  
the entity operating the **Forest Township Area Senior Center**,  
hereinafter referred to as the "**CENTER.**"

This Amendment is effective beginning on October 1, 2017 through September 30, 2018, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Forest Township Area Senior Center, Inc., a Michigan Non-profit Corporation, whose principal place of business is located at 130 East Main Street Otisville, MI 48463 (the "OPERATING ENTITY") (the Contractor and the county together, the Parties)

WHEREAS, the Parties executed a Contract effective October 1, 2016 (the "Contract"), pursuant to which the Operating Entity would continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, the Genesee County Board of Commissioners authorized the original Contract by Resolution # 16-363.

WHEREAS, the Parties wish to amend the Contract to allow millage funds to be used for wage increases if necessary to comply with any minimum wage law and to amend the Operating Entity's FY 2017-2018 funding amount.

NOW THEREFORE, the Parties agree as follows:

1. Any employee wages will comply with any state federal minimum wage law.



2. Paragraph 4 in the original Contract is amended to reflect a tentative funding amount of \$113,826 for FY 2017-2018 for support of services for seniors through the expenditures described in the approved budget, which is attached to this Amendment as Exhibit A. This amount is subject to final approval by the Genesee County Board of Commissioners as part of the County's FY 2017-2018 budget.
3. The remaining terms of the Contract remain unchanged and in full effect.
4. Execution of this Amendment is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

FOREST TOWNSHIP AREA SENIOR  
CENTER, INC.

By: \_\_\_\_\_  
Janet Fettig  
President

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

COUNTY OF GENESEE

By: \_\_\_\_\_  
Mark Young, Chairperson  
Board of County Commissioners

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

Approved as to form:

\_\_\_\_\_  
Office of the Prosecutor-Civil Division

**Attachment A**  
**Budget for FY 2017-2018**

**Proposed 2017-2018 Revenue**

Name of Senior Center: Forest	2016-2017 Actual Budget Revenue	2017-2018 Proposed Revenue
General Fund		
Local School District		
Local Special Millage		
In-Kind Value		
(list type)		
(list type)		
(list type)		
Federal CDBG	\$ 1,133.00	\$ 1,133.00
State of Mich. Office of Services to the Aging		
Michigan Department of Transportation		
Valley Area Agency on Aging		
Private Contributions/Donations		
Special Projects Grants		
(list source)		
(list source)		
Program Service Fees		
class fees		
Meal Program	\$ 36,000.00	\$ 36,000.00
Travel Program	\$ 7,000.00	\$ 10,000.00
Rental Income		
Interest Income	\$ 65.00	\$ 65.00
Membership		
newsletter Fees	\$ 200.00	\$ 240.00
Fundraising Events	\$ 3,000.00	\$ 3,000.00
Other Revenue Sources		
Gleaners	\$ 250.00	\$ 250.00
MTA Bus Depot	\$ 1,125.00	\$ 1,125.00
<b>Subtotal</b>	\$ 48,773.00	\$ 51,813.00
2017-2018 requested Senior Millage Award	\$ 113,826.00	\$ 113,826.00
<b>Total Revenue</b>	\$ 162,599.00	\$ 165,639.00

# 2017-2018 Proposed Senior Center Budget

Name of Senior Center: Forest		2017-2018 Projected Senior Millage Expenditures
<b>Administration</b>		
Salaries - Administrative		
Director, 100%	\$	29,500.00
Assistant Director, 100%	\$	12,000.00
Salaries - Support Staff		
Lead Cook, 100%	\$	13,000.00
Assistant Cook, 100%	\$	7,200.00
Kitchen Subs, 100%	\$	3,000.00
Retirement Benefit		
Fringes - Employer FICA	\$	5,000.00
Fringes - Medical	\$	-
Fringes- Michigan Unemployment	\$	2,000.00
<b>SUBTOTAL</b>	<b>\$</b>	<b>71,700.00</b>
<b>Programming</b>		
Special Projects / Events	\$	-
Program Supplies	\$	-
Meal Supplies	\$	-
Travel Program	\$	-
Volunteer Expenses	\$	600.00
<b>SUBTOTAL</b>	<b>\$</b>	<b>600.00</b>
<b>Operations</b>		
Facility Maintenance	\$	-
Maintenance	\$	-
Rent	\$	30,000.00
Equipment Maintenance	\$	600.00
Grounds Maintenance	\$	-
Insurances & Bonds	\$	5,000.00
Legal Services	\$	-
Memberships / Publications	\$	250.00
Office Supplies	\$	300.00
Operating Supplies	\$	986.00
Postage	\$	1,200.00
Computer Maintenance Contract	\$	-
Xavas	\$	990.00
Phone/ Fax/ Internet/ Web Services	\$	300.00
Travel / Mileage	\$	1,400.00
Utilities	\$	-
Vehicle Maintenance / Insurance	\$	500.00
Outreach		
Newsletter	\$	-
(List type)	\$	-
<b>SUBTOTAL</b>	<b>\$</b>	<b>41,526.00</b>
<b>Equipment</b>		
<b>Total 2017-2018 Expenses</b>	<b>\$</b>	<b>113,826.00</b>

# 2017-2018 Senior Millage - Administration Budget

Title	% of Senior Millage	Hourly Rate	Annual Salary	Health Care	FICA and Medicare	Federal Unemployment	MI Unemployment	Wages Benefits & Employer Taxes	Retirement & Other Benefits
Director	100	N/A	29500	N/A	4012	N/A	295	3186	N/A
Asst. Director	94%	10.07	12000	N/A	1793	N/A	130	1413	N/A
Head Cook	94%	11.66	13000	N/A	2076	N/A	151	1637	N/A
Asst. Cook	100%	9.25	7000	N/A	988	N/A	72	1298	N/A
Sub Cook	100%	9.25	3000	N/A	25	N/A	48	178	N/A



AMENDMENT TO CONTRACT BETWEEN

**The County of Genesee,**  
a Municipal Corporation,  
Acting By and Through  
**Genesee County Office of Senior Services**  
**Room 361**  
**1101 Beach Street**  
**Flint, MI 48502**

and

**Grand Blanc Parks and Recreation Commission**  
**360 East Grand Blanc Road**  
**Grand Blanc, Michigan 48439**  
**A Local Unit of Michigan Government**  
hereinafter referred to as the "OPERATING ENTITY,"  
the entity operating the **Grand Blanc Senior Center,**  
hereinafter referred to as the "**CENTER.**"

This Amendment is effective beginning on October 1, 2017 through September 30, 2018, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Grand Blanc Parks and Recreation Commission, a local unit of Michigan government, whose principal place of business is located at 360 East Grand Blanc Road Grand Blanc, MI 48439 (the "OPERATING ENTITY")(the Contractor and the county together, the Parties)

WHEREAS, the Parties executed a Contract effective October 1, 2016 (the "Contract"), pursuant to which the Operating Entity would continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, the Genesee County Board of Commissioners authorized the original Contract by Resolution # 16-363.

WHEREAS, the Parties wish to amend the Contract to allow millage funds to be used for wage increases if necessary to comply with any minimum wage law and to amend the Operating Entity's FY 2017-2018 funding amount.

NOW THEREFORE, the Parties agree as follows:

1. Any employee wages will comply with any state federal minimum wage law.



2. Paragraph 4 in the original Contract is amended to reflect a tentative funding amount of \$170,255 for FY 2017-2018 for support of services for seniors through the expenditures described in the approved budget, which is attached to this Amendment as Exhibit A. This amount is subject to final approval by the Genesee County Board of Commissioners as part of the County's FY 2017-2018 budget.
3. The remaining terms of the Contract remain unchanged and in full effect.
4. Execution of this Amendment is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

GRAND BLANC PARKS AND  
RECREATION COMMISSION

By: \_\_\_\_\_  
Kae Eidson  
Executive Director

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

COUNTY OF GENESEE

By: \_\_\_\_\_  
Mark Young, Chairperson  
bBoard of County Commissioners

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

Approved as to form:

\_\_\_\_\_  
Office of the Prosecutor-Civil Division

**Attachment A**  
**Budget for FY 2017-2018**

**Proposed 2017-2018 Revenue**

Name of Senior Center: Grand Blanc	2016-2017 Actual Budget Revenue	2017-2018 Proposed Revenue
General Fund	\$ 2,000.00	\$ 3,000.00
Local School District		\$ -
Local Special Millage		\$ -
In-Kind Value		
(list type)		\$ -
(list type)		\$ -
(list type)		\$ -
Federal CDBG	\$ 14,259.00	\$ 14,400.00
State of Mich. Office of Services to the Aging		\$ -
Michigan Department of Transportation		\$ -
Valley Area Agency on Aging		\$ -
Private Contributions/Donations		\$ -
Special Projects Grants		
(list source)		\$ -
(list source)		\$ -
Program Service Fees		\$ -
class fees	8467	\$ 11,000.00
(list source)		
(list source)		\$ -
Rental Income	18440	\$ 24,500.00
Interest Income		\$ 250.00
Membership	\$ 4,185.00	\$ 3,000.00
newsletter Fees		
Fundraising Events		\$ -
Other Revenue Sources		\$ -
Trip Commissions	428	\$ 1,000.00
Trasnsportation	857	\$ 1,600.00
Insurance Reimbursement	\$ 731.00	\$ 770.00
<b>Subtotal</b>	<b>\$ 49,367.00</b>	<b>\$ 59,520.00</b>
2017-2018 requested Senior Millage Award	114,428.00	\$ 170,255.00
<b>Total Revenue</b>	<b>\$ 163,795.00</b>	<b>\$ 229,775.00</b>

## 2017-2018 Proposed Senior Center Budget

Name of Senior Center:	2017-2018 Projected Senior Millage Expenditures
<b>Administration</b>	
Salaries - Administrative	
Director 20%	\$ 12,740.00
Sr. Coordinator, 50%	\$ 16,500.00
Office Mgr., 30%	\$ 8,704.80
Maint. Sup., 10%	\$ 3,413.50
Asst. Director, 10%	\$ 5,100.00
Salaries - Support Staff	
Admin. Asst., 100%	\$ 14,500.00
Maintenance, 100%	\$ 12,000.00
Transportation, 100%	\$ 10,000.00
Cleaning, 100%	\$ 8,000.00
GBPR Clerical, 100%	\$ 4,000.00
Retirement Benefit	\$ 9,495.02
Fringes - Employer FICA	\$ 3,750.00
Fringes - Medical	\$ 9,500.00
Fringes - Life Insurance	\$ 750.00
<b>SUBTOTAL</b>	<b>\$ 118,453.32</b>
<b>Operations</b>	
Facility Maintenance	\$ -
(List Type)	\$ -
(List Type)	\$ -
Grounds Maintenance	\$ 2,500.00
Insurances & Bonds	\$ 7,500.00
Legal Services	\$ -
Memberships / Publications	\$ 200.00
Office Supplies	\$ -
Operating Supplies	\$ -
Postage	\$ 4,000.00
Printing	\$ -
Professional Services	
Audit	\$ 4,000.00
Service Contracts/Licenses	
Health Dept. License	\$ 351.00
Cintas	\$ 3,000.00
Xavus Solutions	\$ 990.00
Window Cleaning	\$ 720.00
Copier	\$ 1,500.00
360 Interactive	\$ 2,000.00
Phone/ Fax/ Internet/ Web Services	\$ -
Travel / Mileage	\$ 500.00
Utilities	\$ 14,982.68
Vehicle Maintenance / Insurance	\$ 750.00
Outreach	
Fuel / Transportation	\$ 2,000.00
(List type)	\$ -
<b>SUBTOTAL</b>	<b>\$ 44,993.68</b>
<b>Equipment</b>	
Computer Registration Program	\$ 2,400.00
Folding Chairs for Body Recall (25)	\$ 600.00
Round Folding Tables (3)	\$ 1,333.00
8 Foot Folding Tables (3)	\$ 2,175.00
Doty for Folding Chairs (2)	\$ 300.00
<b>SUBTOTAL</b>	<b>\$ 6,808.00</b>
<b>Total 2017-2018 Expenses</b>	<b>\$ 170,255.00</b>

### 2017-2018 Senior Millage - Administration Budget

[illegible]



AMENDMENT TO CONTRACT BETWEEN

**The County of Genesee,**  
a Municipal Corporation,  
Acting By and Through  
**Genesee County Office of Senior Services**  
**Room 361**  
**1101 Beach Street**  
**Flint, MI 48502**

and

**Hasselbring Senior Center**  
**1002 W. Home Avenue**  
**Flint, Michigan 48505**  
**A Michigan Non-profit Corporation**  
hereinafter referred to as the "OPERATING ENTITY,"  
the entity operating the **Hasselbring Senior Center**,  
hereinafter referred to as the "**CENTER.**"

This Amendment is effective beginning on October 1, 2017 through September 30, 2018, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Hasselbring Senior Center, a Michigan Non-profit Corporation, whose principal place of business is located at 1002 W. Home Avenue Flint, MI 48505 (the "OPERATING ENTITY")(the Contractor and the county together, the Parties)

WHEREAS, the Parties executed a Contract effective October 1, 2016 (the "Contract"), pursuant to which the Operating Entity would continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, the Genesee County Board of Commissioners authorized the original Contract by Resolution # 16-363.

WHEREAS, the Parties wish to amend the Contract to allow millage funds to be used for wage increases if necessary to comply with any minimum wage law and to amend the Operating Entity's FY 2017-2018 funding amount.

NOW THEREFORE, the Parties agree as follows:

1. Any employee wages will comply with any state federal minimum wage law.



2. Paragraph 4 in the original Contract is amended to reflect a tentative funding amount of \$113,826 for FY 2017-2018 for support of services for seniors through the expenditures described in the approved budget, which is attached to this Amendment as Exhibit A. This amount is subject to final approval by the Genesee County Board of Commissioners as part of the County's FY 2017-2018 budget.
3. The remaining terms of the Contract remain unchanged and in full effect.
4. Execution of this Amendment is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

HASSELBRING SENIOR CENTER

COUNTY OF GENESEE

By: \_\_\_\_\_  
Percy Knapp  
President

By: \_\_\_\_\_  
Mark Young, Chairperson  
Board of County Commissioners

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

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

Approved as to form:

\_\_\_\_\_  
Office of the Prosecutor-Civil Division

**Attachment A**  
**Budget for FY 2017-2018**

**Proposed 2017-2018 Revenue**

	2016-2017 Actual Budget Revenue	2017-2018 Proposed Revenue
<b>Hasselbring Senior Center</b>		
City of Flint- General Fund		\$ 10,000.00
Federal CDBG-Operating		\$ 10,000.00
Federal CDBG- Facility Improvement		\$ 15,000.00
Private Contributions/Donations	\$ 480.00	\$ 500.00
Rental Income	\$ 475.00	\$ 800.00
Fundraising Events	\$ 2,284.83	\$ 3,000.00
Snack Sales	\$ 1,360.00	\$ 1,500.00
<b>Subtotal</b>	<b>\$ 4,599.83</b>	<b>\$ 40,800.00</b>
2017-2018 requested Senior Millage Award	\$ 113,826.00	\$ 113,826.00
<b>Total Revenue</b>	<b>\$ 118,425.83</b>	<b>\$ 154,626.00</b>

## 2017-2018 Proposed Senior Center Budget

Hasselbring Senior Center		2017-2018 Projected Senior Millage Expenditures
<b>Administration</b>		
Salaries - Administrative		
Executive Director, 100%	\$	42,000.00
Financial Director, 100%	\$	12,000.00
Salaries - Support Staff		
Assistant, 100%	\$	9,360.00
Janitor, 100%	\$	9,360.00
Fringes - Employer FICA	\$	8,386.00
Payroll Services	\$	720.00
<b>SUBTOTAL</b>	<b>\$</b>	<b>81,826.00</b>
<b>Programming</b>		
Special Projects / Events	\$	1,000.00
<b>SUBTOTAL</b>	<b>\$</b>	<b>1,000.00</b>
<b>Operations</b>		
Facility Maintenance	\$	-
Painting		
Repairs / Maintenance	\$	250.00
Floors	\$	800.00
Equipment Maintenance	\$	-
Grounds Maintenance	\$	250.00
Insurances & Bonds	\$	850.00
Legal Services	\$	-
Office Supplies	\$	600.00
Operating Supplies	\$	3,800.00
Postage	\$	1,300.00
Printing	\$	840.00
Professional Services		
Accountant 501c3	\$	-
Pest Control	\$	420.00
Security Monitoring	\$	780.00
Service Contracts/Licenses		
Health Dept. License	\$	350.00
Phone/ Fax/ Internet/ Web Services	\$	2,760.00
Utilities	\$	-
Consumers	\$	12,000.00
water	\$	5,500.00
<b>SUBTOTAL</b>	<b>\$</b>	<b>30,500.00</b>
<b>Equipment</b>		
Equipment Purchases		
Printer/ Copy/ Fax Machine		
Computers		
Xavus	\$	500.00
<b>SUBTOTAL</b>	<b>\$</b>	<b>500.00</b>
<b>Total 2017-2018 Expenses</b>	<b>\$</b>	<b>113,826.00</b>



AMENDMENT TO CONTRACT BETWEEN

**The County of Genesee,**  
a Municipal Corporation,  
Acting By and Through  
**Genesee County Office of Senior Services**  
**Room 361**  
**1101 Beach Street**  
**Flint, MI 48502**

and

**Heart of Senior Citizen Services**  
**G-5473 Bicentennial Drive**  
**Mt. Morris, Michigan 48458**  
**A Michigan Non-profit Corporation**  
hereinafter referred to as the "OPERATING ENTITY,"  
the entity operating the **Heart of Senior Citizen Services,**  
hereinafter referred to as the "**CENTER.**"

This Amendment is effective beginning on October 1, 2017 through September 30, 2018, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Heart of Senior Citizen Services, a Michigan Non-profit Corporation, whose principal place of business is located at G-5473 Bicentennial Drive Mt. Morris, MI 48458 (the "OPERATING ENTITY")(the Contractor and the county together, the Parties)

WHEREAS, the Parties executed a Contract effective October 1, 2016 (the "Contract"), pursuant to which the Operating Entity would continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, the Genesee County Board of Commissioners authorized the original Contract by Resolution # 16-363.

WHEREAS, the Parties wish to amend the Contract to allow millage funds to be used for wage increases if necessary to comply with any minimum wage law and to amend the Operating Entity's FY 2017-2018 funding amount.

NOW THEREFORE, the Parties agree as follows:

1. Any employee wages will comply with any state federal minimum wage law.



2. Paragraph 4 in the original Contract is amended to reflect a tentative funding amount of \$170,255 for FY 2017-2018 for support of services for seniors through the expenditures described in the approved budget, which is attached to this Amendment as Exhibit A. This amount is subject to final approval by the Genesee County Board of Commissioners as part of the County's FY 2017-2018 budget.
3. The remaining terms of the Contract remain unchanged and in full effect.
4. Execution of this Amendment is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

HEART OF SENIOR CITIZENS  
SERVICES

By: \_\_\_\_\_  
Dale Daron  
President

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

COUNTY OF GENESEE

By: \_\_\_\_\_  
Mark Young, Chairperson  
Board of County Commissioners

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

Approved as to form:

\_\_\_\_\_  
Office of the Prosecutor-Civil Division

**Attachment A**  
**Budget for FY 2017-2018**

**Proposed 2017-2018 Revenue**

Name of Center : Krapohl Senior Center

General Fund	\$ 7,200.00	\$ 7,900.00
Local School District		
Local Special Millage		
In-Kind Value		
Mt Morris Twp	\$ 76,500.00	\$ 76,500.00
Mt Morris Schools	\$ 2,400.00	
(list type)		
Federal CDBG	\$ 9,700.00	\$ 8,314.00
Michigan Department of Transportation	\$ 93,084.00	\$ 95,372.00
Valley Area Agency on Aging		
Private Contributions/Donations	\$ 12,250.00	\$ 16,250.00
Special Projects Grants		
(list source)		
(list source)		
Program Service Fees		
Education, Enrichment, Health	\$ 4,800.00	\$ 8,100.00
Greenhouse	\$ 1,000.00	\$ 1,000.00
Meals & Banquets	\$ 14,000.00	\$ 16,500.00
State of Mich. Office of Services to the Aging	\$ 7,500.00	\$ 7,000.00
Travel	\$ 15,200.00	\$ 20,500.00
Rental Income	\$ 750.00	\$ 1,500.00
Interest Income	\$ 850.00	\$ 1,200.00
Membership		
newsletter Fees		
Fundraising Events	\$ 10,200.00	\$ 13,700.00
Other Revenue Sources	\$ 500.00	\$ 500.00
copies, faxes, coffee, etc		
<b>Subtotal</b>	<b>\$ 255,934.00</b>	<b>\$ 274,336.00</b>
2017-2018 requested Senior Millage Award	\$ 170,255.00	\$ 170,255.00
<b>Total Revenue</b>	<b>\$ 426,189.00</b>	<b>\$ 444,591.00</b>

## 2017-2018 BUDGET SHEET - EXPENDITURE

Name of Center: Krapohl Senior Center		2017-2018 Senior Millage Expenditures
<b>ADMINISTRATION</b>		
Salaries – Administrative		
	Executive Director (39%)	\$ 18,517.00
	To be hired - Assistant Director (100%)	\$ 31,200.00
Salaries – Support Staff		
	Soc Svs. Tech (94%)	\$ 25,740.00
	Office Clerk/Admin Asst. (100%)	\$ 21,840.00
	Staff Assistant (100%)	\$ 5,200.00
	Maintenance/Bldg Supervisor (100%)	\$ 10,400.00
	Transporter	\$ -
Employer FICA		\$ 8,637.00
<b>SUBTOTAL</b>		<b>\$ 121,534.00</b>
<b>PROGRAMMING</b>		
<b>OPERATIONS</b>		
Facility Expense		
	Cleaning	\$ 4,000.00
	Grounds Maintenance	\$ -
	Minor Repairs/ Pest Control	\$ 1,000.00
	Major Repairs	\$ 1,800.00
	Utilities	\$ 4,500.00
	Contributed Costs - Mt. Morris Twp	\$ -
General & Administration		
	Advertising/Marketing	\$ 500.00
	Certifications/Accreditations	\$ 150.00
	Conferences / Workshops	\$ -
	Contracts & Licenses	\$ 591.00
	Copier Lease	\$ 3,600.00
	Depreciation	\$ -
	Equipment Maintenance	\$ 290.00
	Insurances & Bonds	\$ 1,300.00
	Memberships / Publications	\$ 300.00
	Miscellaneous	\$ -
	MySenior Center Maintenance	\$ 990.00
	Office Supplies	\$ 1,200.00
	Operating Supplies	\$ 2,000.00
	Phone/ Fax/ Internet/ Web Services	\$ 2,900.00
	Postage	\$ 6,000.00
	Printing	\$ 3,600.00
	Accounting Services	\$ 13,000.00
	IT Services	\$ 500.00
	Legal Services	\$ 500.00
<b>SUBTOTAL</b>		<b>\$ 48,721.00</b>
<b>TOTAL 2017-2018 AWARD EXPENDITURES</b>		<b>\$ 170,255.00</b>

2017-2018

Name of Center: Krapohl Senior Center										
	Title	% of Senior Millage	Hourly Rate	Annual Salary	Health Care	FICA and Medicare	Federal Unemployment	MI Unemployment	Wages Benefits & Employer Taxes	Retirement & Other Benefits
	Exec. Director	39		\$48,000		\$ 3,672.00				
	Asst. Director	100	\$15.00	\$31,200		\$ 2,386.80				
	Soc. Wk. Tech	94	\$16.00	\$27,456		\$ 2,100.38				
	Office Clerk	100	\$12.00	\$21,840		\$ 1,670.76				
	Staff Assistant	100	\$10.00	\$5,200		\$ 397.80				
	Maintenance	100	\$10.00	\$10,400		\$ 795.60				
	Transporter	0	\$10.00	\$18,200		\$ 1,392.30				



AMENDMENT TO CONTRACT BETWEEN

**The County of Genesee,**  
a Municipal Corporation,  
Acting By and Through  
**Genesee County Office of Senior Services**  
**Room 361**  
**1101 Beach Street**  
**Flint, MI 48502**

And

**Loose Senior Citizen Center, Inc.**  
**707 North Bridge Street**  
**Linden, Michigan 48451**  
**A Michigan Non-profit Corporation**  
hereinafter referred to as the "OPERATING ENTITY,"  
the entity operating the **Loose Senior Citizen Center, Inc.**  
hereinafter referred to as the "**CENTER.**"

This Amendment is effective beginning on October 1, 2017 through September 30, 2018, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Loose Senior Citizen Center, Inc., a Michigan Non-profit Corporation, whose principal place of business is located at 707 North Bridge Street Linden, MI 48451 (the "OPERATING ENTITY")(the Contractor and the county together, the Parties)

WHEREAS, the Parties executed a Contract effective October 1, 2016 (the "Contract"), pursuant to which the Operating Entity would continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, the Genesee County Board of Commissioners authorized the original Contract by Resolution # 16-363.

WHEREAS, the Parties wish to amend the Contract to allow millage funds to be used for wage increases if necessary to comply with any minimum wage law and to amend the Operating Entity's FY 2017-2018 funding amount.

NOW THEREFORE, the Parties agree as follows:

1. Any employee wages will comply with any state federal minimum wage law.



2. Paragraph 4 in the original Contract is amended to reflect a tentative funding amount of \$170,255 for FY 2017-2018 for support of services for seniors through the expenditures described in the approved budget, which is attached to this Amendment as Exhibit A. This amount is subject to final approval by the Genesee County Board of Commissioners as part of the County's FY 2017-2018 budget.
3. The remaining terms of the Contract remain unchanged and in full effect.
4. Execution of this Amendment is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

LOOSE SENIOR CITIZEN  
CENTER, INC.

By: \_\_\_\_\_  
Carl Gabrielson  
Executive Director

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

COUNTY OF GENESEE

By: \_\_\_\_\_  
Mark Young, Chairperson  
Board of County Commissioners

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

Approved as to form:

\_\_\_\_\_  
Office of the Prosecutor-Civil Division

**Attachment A**  
**Budget for FY 2017-2018**

**Proposed 2017-2018 Revenue**

Name of Senior Center: Loose SC	2017-2018 Proposed Revenue
General Fund	
Local School District	
Local Special Millage	\$ 72,000.00
In-Kind Value	
(list type)	
(list type)	
(list type)	
Federal CDBG	\$ 5,000.00
Community Foundation	\$ 5,000.00
Unrestricted Grants	\$ 2,000.00
Valley Area Agency on Aging	
Private Contributions/Donations	\$ 30,000.00
Special Projects Grants	
(list source)	
(list source)	
Program Service Fees	
Activity Fees	\$ 50,800.00
Travel	
(list source)	
Rental Income	\$ 10,000.00
Interest Income	
Membership	
newsletter Fees	
Fundraising Events	\$ 10,000.00
Other Revenue Sources	
copies, faxes, coffee, etc	
<b>Subtotal</b>	\$ 184,800.00
2016-2017 Actual/2017-2018 requested Senior Millage Award	\$ 170,255.00
<b>Total Revenue</b>	\$ 355,055.00

## 2017-2018 Proposed Senior Center Budget

Name of Senior Center: Loose		2017-2018 Projected Senior Millage Expenditures
<b>Administration</b>		
Salaries - Administrative	\$	43,013
	\$	23,800
Salaries - Support Staff		
(List Name, Title, % of Salary Covered)	\$	19,355
(List Name, Title, % of Salary Covered)	\$	29,750
(List Name, Title, % of Salary Covered)	\$	22,100
(List Name, Title, % of Salary Covered)	\$	8,928
(List Name, Title, % of Salary Covered)	\$	9,724
Retirement Benefit	\$	-
Fringes - Employer FICA	\$	11,985
Fringes - Medical	\$	-
Fringes - Life Insurance	\$	-
<b>SUBTOTAL</b>	<b>\$</b>	<b>168,655</b>
<b>Programming</b>		
Special Projects / Events	\$	-
Volunteer Expenses	\$	-
<b>SUBTOTAL</b>	<b>\$</b>	<b>-</b>
<b>Operations</b>		
Facility Maintenance	\$	-
Equipment Maintenance	\$	-
Grounds Maintenance	\$	-
Insurances & Bonds	\$	-
Interest	\$	-
Memberships / Publications	\$	-
Office Supplies	\$	-
Professional Services		
Accounting	\$	610
Audit		
Pest Control	\$	-
Security Monitoring	\$	-
Service Contracts/Licenses		
Health Dept. License	\$	-
Computer Maintenance Contract	\$	-
Xavus - MySeniorCenter	\$	990.00
Phone/ Fax/ Internet/ Web Services	\$	-
Travel / Mileage	\$	-
Utilities	\$	-
Vehicle Maintenance / Insurance	\$	-
Outreach		
Senior Outreach	\$	-
Fund Development	\$	-
Grant Expense	\$	-
<b>SUBTOTAL</b>	<b>\$</b>	<b>1,600</b>
<b>Equipment</b>		
Equipment Purchases		
(List Item, Quantity)	\$	-
(List Item, Quantity)	\$	-
<b>SUBTOTAL</b>	<b>\$</b>	<b>-</b>
<b>Total 2017-2018 Expenses</b>	<b>\$</b>	<b>170,255</b>

## 2017-2018 Senior Millage - Administration Budget

[illegible]



AMENDMENT TO CONTRACT BETWEEN

**The County of Genesee,**  
a Municipal Corporation,  
Acting By and Through  
**Genesee County Office of Senior Services**  
**Room 361**  
**1101 Beach Street**  
**Flint, MI 48502**

and

**Township of Montrose**  
**139 South Saginaw Street**  
**PO Box 3128**  
**Montrose, Michigan 48457**  
**A Local Unit of Michigan Government**  
hereinafter referred to as the "OPERATING ENTITY,"  
the entity operating the **Montrose Senior Center,**  
hereinafter referred to as the "**CENTER.**"

This Amendment is effective beginning on October 1, 2017 through September 30, 2018, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Township of Montrose, a local unit of Michigan government, whose principal place of business is located at 139 South Saginaw Street Montrose, MI 48457 (the "OPERATING ENTITY")(the Contractor and the county together, the Parties)

WHEREAS, the Parties executed a Contract effective October 1, 2016 (the "Contract"), pursuant to which the Operating Entity would continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, the Genesee County Board of Commissioners authorized the original Contract by Resolution # 16-363.

WHEREAS, the Parties wish to amend the Contract to allow millage funds to be used for wage increases if necessary to comply with any minimum wage law and to amend the Operating Entity's FY 2017-2018 funding amount.

NOW THEREFORE, the Parties agree as follows:

1. Any employee wages will comply with any state federal minimum wage law.



2. Paragraph 4 in the original Contract is amended to reflect a tentative funding amount of \$113,826 for FY 2017-2018 for support of services for seniors through the expenditures described in the approved budget, which is attached to this Amendment as Exhibit A. This amount is subject to final approval by the Genesee County Board of Commissioners as part of the County's FY 2017-2018 budget.
3. The remaining terms of the Contract remain unchanged and in full effect.
4. Execution of this Amendment is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

TOWNSHIP OF MONTROSE

COUNTY OF GENESEE

By: \_\_\_\_\_  
Mark Emmendorfer  
Supervisor

By: \_\_\_\_\_  
Mark Young, Chairperson  
Board of County Commissioners

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

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

Approved as to form:

\_\_\_\_\_  
Office of the Prosecutor-Civil Division

**Attachment A**  
**Budget for FY 2017-2018**

**Proposed 2017-2018 Revenue**

Name of Senior Center: Montrose	2016-2017 Actual Budget Revenue	2017-2018 Proposed Revenue
General Fund	\$ 20,000.00	\$ 10,000.00
Local School District		
Local Special Millage		
In-Kind Value		
(list type)		
(list type)		
(list type)		
Federal CDBG		
State of Mich. Office of Services to the Aging	\$ 1,500.00	\$ 1,500.00
Michigan Department of Transportation	\$ 12,000.00	\$ 12,000.00
Valley Area Agency on Aging		
Private Contributions/Donations		
Special Projects Grants		
(list source)		
(list source)		
Program Service Fees		
class fees		
(list source)		
(list source)		
Rental Income	\$ 1,500.00	\$ 1,500.00
Interest Income		
Membership		
newsletter Fees		
Fundraising Events		
Other Revenue Sources		
copies, faxes, coffee, etc		
<b>Subtotal</b>	<b>\$ 35,000.00</b>	<b>\$ 25,000.00</b>
2017-2018 requested Senior Millage Award	\$ 113,826.00	\$ 113,826.00
<b>Total Revenue</b>	<b>\$ 148,826.00</b>	<b>\$ 138,826.00</b>

## 2017-2018 Proposed Senior Center Budget

Name of Senior Center: Montrose		2017-2018 Projected Senior Millage Expenditures
<b>Administration</b>		
Salaries - Administrative		
Director	\$	26,000.00
Salaries - Support Staff		
Assistant	\$	12,813.00
Bus Driver	\$	20,280.00
Janitor	\$	3,300.00
Retirement Benefit	\$	1,586.00
Fringes - Employer FICA	\$	6,593.00
Fringes - Medical	\$	10,000.00
Fringes - Life Insurance	\$	-
<b>SUBTOTAL</b>	<b>\$</b>	<b>80,572.00</b>
<b>Programming</b>		
Special Projects / Events	\$	6,000.00
<b>SUBTOTAL</b>	<b>\$</b>	<b>6,000.00</b>
<b>Operations</b>		
Facility Maintenance	\$	-
Maintenance	\$	-
Snow Removal & Grass Cutting	\$	6,000.00
(List Type)	\$	-
Certifications / Accreditation	\$	-
Licenses and Permits	\$	700.00
Grounds Maintenance	\$	-
Memberships / Publications	\$	150.00
Office Supplies	\$	-
Operating Supplies	\$	4,000.00
Postage	\$	1,114.00
Printing	\$	-
Professional Services		
Audit	\$	-
TB Test / CPR	\$	300.00
MySenior Software	\$	990.00
Service Contracts/Licenses		
Health Dept. License	\$	-
Computer Maintenance Contract	\$	-
Copy Machine Lease	\$	1,500.00
Phone/ Fax/ Internet/ Web Services	\$	2,500.00
Travel / Mileage	\$	-
Utilities	\$	6,000.00
Vehicle Maintenance / Insurance	\$	4,000.00
Outreach		
Newsletter	\$	-
(List Type)	\$	-
<b>SUBTOTAL</b>	<b>\$</b>	<b>27,254.00</b>
<b>Total 2017-2018 Expenses</b>	<b>\$</b>	<b>113,826.00</b>



AMENDMENT TO CONTRACT BETWEEN

**The County of Genesee,**  
a Municipal Corporation,  
Acting By and Through  
**Genesee County Office of Senior Services**  
**Room 361**  
**1101 Beach Street**  
**Flint, MI 48502**

and

**Swartz Creek Area Senior Citizens, Inc.**  
**8095 Civic Drive**  
**Swartz Creek, Michigan 48473**  
**A Michigan Non-profit Corporation**  
hereinafter referred to as the "OPERATING ENTITY,"  
the entity operating the **Swartz Creek Area Senior Citizens, Inc.,**  
hereinafter referred to as the "**CENTER.**"

This Amendment is effective beginning on October 1, 2017 through September 30, 2018, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Swartz Creek Area Senior Citizens, Inc., a Michigan Non-profit Corporation, whose principal place of business is located at 8095 Civic Drive Swartz Creek, MI 48473 (the "OPERATING ENTITY")(the Contractor and the county together, the Parties)

WHEREAS, the Parties executed a Contract effective October 1, 2016 (the "Contract"), pursuant to which the Operating Entity would continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, the Genesee County Board of Commissioners authorized the original Contract by Resolution # 16-363.

WHEREAS, the Parties wish to amend the Contract to allow millage funds to be used for wage increases if necessary to comply with any minimum wage law and to amend the Operating Entity's FY 2017-2018 funding amount.

NOW THEREFORE, the Parties agree as follows:

1. Any employee wages will comply with any state federal minimum wage law.



2. Paragraph 4 in the original Contract is amended to reflect a tentative funding amount of \$170,255 for FY 2017-2018 for support of services for seniors through the expenditures described in the approved budget, which is attached to this Amendment as Exhibit A. This amount is subject to final approval by the Genesee County Board of Commissioners as part of the County's FY 2017-2018 budget.
3. The remaining terms of the Contract remain unchanged and in full effect.
4. Execution of this Amendment is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

SWARTZ CREEK AREA SENIOR  
CITIZENS, INC.

By: \_\_\_\_\_  
Roger Bloss  
President

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

COUNTY OF GENESEE

By: \_\_\_\_\_  
Mark Young, Chairperson  
Board of County Commissioners

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

Approved as to form:

\_\_\_\_\_  
Office of the Prosecutor-Civil Division

**Attachment A**  
**Budget for FY 2017-2018**

### Proposed 2017-2018 Revenue

Name of Senior Center: Swartz Creek SC	2016-2017 Actual Budget Revenue	2017-2018 Proposed Revenue
General Fund	\$ 111,659.58	\$ 108,421.00
Local School District		
Local Special Millage		
In-Kind Value		
(list type)		
(list type)		
(list type)		
Federal CDBG	\$ 3,707.00	\$ 3,539.00
State of Mich. Office of Services to the Aging		
Michigan Department of Transportation		
Valley Area Agency on Aging		
Private Contributions/Donations	\$ 16,000.00	\$ 15,000.00
Special Projects Grants		
(list source)		
(list source)		
Program Service Fees	\$ 20,000.00	
class fees		\$ 15,000.00
(list source)		
(list source)		
Rental Income	\$ 1,000.00	\$ 1,000.00
Interest Income	\$ 1,500.00	\$ 900.00
Membership	\$ 8,000.00	\$ 7,000.00
newsletter Fees	\$ -	
Fundraising Events	\$ 5,500.00	\$ 4,000.00
Other Revenue Sources		
copies, faxes, coffee, etc	\$ 1,500.00	\$ 1,800.00
<b>Subtotal</b>	\$ 168,866.58	\$ 156,660.00
2017-2018 requested Senior Millage Award		\$ 170,255.00
<b>Total Revenue</b>	\$ 168,866.58	\$ 326,915.00

# 2017-2018 Proposed Senior Center Budget

2017-2018 Projected Senior Millage Expenditures	
<b>Name of Senior Center: Swartz Creek</b>	
<b>Administration</b>	
Salaries - Administrative	
Melinda Soper, Director	\$ 43,680.00
Salaries - Support Staff	
Barbara Hyrman, Asst. Director, 97%	\$ 33,280.00
Marianne Campbell, Staff Assistant	\$ 11,000.00
Compensated Time Pay - allotment	\$ -
Retirement Benefit	\$ 4,837.00
Fringes - Employer FICA & UIA	\$ 7,329.00
Fringes - Medical	\$ 5,956.00
Fringes - Life Insurance	\$ 600.00
<b>SUBTOTAL</b>	<b>\$ 106,682.00</b>
<b>Programming</b>	
Special Projects / Events	
Health and Nutrition	\$ 15,000.00
Education	\$ 2,000.00
Social and Special Events	\$ 1,500.00
Volunteer Expenses	\$ 500.00
<b>SUBTOTAL</b>	<b>\$ 19,000.00</b>
<b>Operations</b>	
Facility Maintenance	
Maintenance	\$ -
MY SENIOR CENTER	\$ 500.00
Conferences / Workshops	\$ -
Equipment Maintenance	\$ -
Grounds Maintenance	\$ -
Insurances & Bonds	\$ 5,000.00
Legal Services	\$ -
Memberships / Publications	\$ 700.00
Office Supplies	\$ 7,000.00
Operating Supplies	\$ 5,918.00
Postage	\$ 4,500.00
Printing	\$ 1,000.00
Professional Services	
Legal retainer	\$ -
Other	\$ -
Service Contracts/Licenses	
Health Dept. License	\$ 355.00
Computer Maintenance Contract	\$ 2,000.00
Van Driver	\$ -
Phone/ Fax/ Internet/ Web Services	\$ 3,500.00
Travel / Mileage	\$ 700.00
Utilities	\$ 9,000.00
Vehicle Fuel/Maintenance/Insurance	\$ 3,700.00
Outreach	
Senior Days-VAAA & G.C. Fair;	\$ 700.00
Health Fair; other local & county events	\$ -
<b>SUBTOTAL</b>	<b>\$ 44,573.00</b>
<b>Equipment</b>	
	\$ -
<b>SUBTOTAL</b>	<b>\$ -</b>
<b>Total 2017-2018 Expenses</b>	
	<b>\$ 170,255.00</b>

# 2017-2018 Senior Millage - Administration Budget

Title	% of Senior Millage	Hourly Rate	Annual Salary	Health Care	FICA and Medicare	Federal Unemployment	MI Unemployment	Wages Benefits & Employer Taxes	Retirement & Other Benefits
Director	94%	22.26	\$ 46,301.00	\$1,612.00	\$3,543.00			\$ 51,456.00	\$ 2,778.00
Asst. Director	97%	16.5	\$ 34,320.00	\$4,344.00	\$2,626.00			\$ 41,290.00	\$ 2,059.00
Staff Assistant	100%	*8.9	\$ 11,000.00	\$ -	\$ 842.00			\$ 11,842.00	\$ -
						\$ 318.00			
Total For Reimbursement			\$ 91,621.00	\$5,956.00	\$7,011.00	\$ 318.00	\$ -	\$ 104,588.00	\$ 4,837.00



AMENDMENT TO CONTRACT BETWEEN

**The County of Genesee,**  
a Municipal Corporation,  
Acting By and Through  
**Genesee County Office of Senior Services**  
**Room 361**  
**1101 Beach Street**  
**Flint, MI 48502**

and

**Township of Thetford**  
**11495 North Center Road**  
**Clio, Michigan 48420**  
**A Local Unit of Michigan Government**  
hereinafter referred to as the "OPERATING ENTITY,"  
the entity operating the **Thetford Senior Center**,  
hereinafter referred to as the "**CENTER.**"

This Amendment is effective beginning on October 1, 2017 through September 30, 2018, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Township of Thetford, a local unit of Michigan government, whose principal place of business is located at 11495 North Center Road Clio, MI 48420 (the "OPERATING ENTITY")(the Contractor and the county together, the Parties)

WHEREAS, the Parties executed a Contract effective October 1, 2016 (the "Contract"), pursuant to which the Operating Entity would continue programs that will provide comprehensive and coordinated services to Genesee County seniors, and that it is eligible to receive Program funding; and

WHEREAS, the Genesee County Board of Commissioners authorized the original Contract by Resolution # 16-363.

WHEREAS, the Parties wish to amend the Contract to allow millage funds to be used for wage increases if necessary to comply with any minimum wage law and to amend the Operating Entity's FY 2017-2018 funding amount.

NOW THEREFORE, the Parties agree as follows:

1. Any employee wages will comply with any state federal minimum wage law.



2. Paragraph 4 in the original Contract is amended to reflect a tentative funding amount of \$113,826 for FY 2017-2018 for support of services for seniors through the expenditures described in the approved budget, which is attached to this Amendment as Exhibit A. This amount is subject to final approval by the Genesee County Board of Commissioners as part of the County's FY 2017-2018 budget.
3. The remaining terms of the Contract remain unchanged and in full effect.
4. Execution of this Amendment is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

TOWNSHIP OF THETFORD

COUNTY OF GENESEE

By: \_\_\_\_\_  
Gary Stevens  
Supervisor

By: \_\_\_\_\_  
Mark Young, Chairperson  
Board of County Commissioners

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

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

Approved as to form:

\_\_\_\_\_  
Office of the Prosecutor-Civil Division

**Attachment A**  
**Budget for FY 2017-2018**

**Proposed 2017-2018 Revenue**

Name of Senior Center: Thetford	2016-2017 Actual Budget Revenue	2017-2018 Proposed Revenue
General Fund		
Local School District		
Local Special Millage		
In-Kind Value		
(list type)		
(list type)		
(list type)		
Federal CDBG		
State of Mich. Office of Services to the Aging		
Michigan Department of Transportation		
Valley Area Agency on Aging		
Private Contributions/Donations	\$ 893.00	\$ 500.00
Special Projects Grants		
CDBG Activity Grant	\$ 869.73	\$ -
(list source)		
Program Service Fees		
class fees	\$ 382.00	\$ 200.00
Meal Fees	\$ 837.00	\$ 500.00
(list source)		
Rental Income		
Interest Income		
Membership		
newsletter Fees		
Fundraising Events	\$ 2,047.05	\$ 1,500.00
Other Revenue Sources		
copies, taxes, coffee, etc		
<b>Subtotal</b>	\$ 5,028.78	\$ 2,700.00
2017-2018 requested Senior Millage Award		\$ 113,826.00
<b>Total Revenue</b>	\$ 5,028.78	\$ 116,526.00

## 2017-2018 Proposed Senior Center Budget

Name of Senior Center: Thetford		2017-2018 Projected Senior Millage Expenditures
<b>Administration</b>		
Salaries - Administrative		
Director, 100%	\$	28,434.00
Salaries - Support Staff		
Ass't Director	\$	16,200.00
Bus Driver 1, 100%	\$	10,000.00
Bus Driver 2, 100%	\$	-
Retirement Benefit	\$	4,800.00
Fringes - Employer FICA	\$	5,000.00
Fringes - Medical	\$	12,000.00
Fringes - Life Insurance	\$	1,120.00
<b>SUBTOTAL</b>	<b>\$</b>	<b>77,554.00</b>
<b>Programming</b>		
Special Projects / Events	\$	2,500.00
Health and Nutrition	\$	1,000.00
Education	\$	4,500.00
Social and Special Events	\$	1,500.00
Volunteer Expenses	\$	500.00
<b>SUBTOTAL</b>	<b>\$</b>	<b>10,000.00</b>
<b>Operations</b>		
Facility Maintenance		
Maintenance	\$	-
Repairs & Improvements	\$	1,000.00
Certifications / Accreditation		
Continuing Education	\$	250.00
Equipment Maintenance	\$	750.00
Grounds Maintenance	\$	200.00
Memberships / Publications	\$	150.00
Office Supplies	\$	750.00
Operating Supplies	\$	2,500.00
Postage	\$	200.00
Printing	\$	2,500.00
Professional Services		
IT Tech	\$	1,000.00
Service Contracts/Licenses		
Health Dept. License	\$	352.00
Computer Maintenance Contract	\$	990.00
Phone/Fax/Internet/Web Services	\$	2,800.00
Utilities	\$	3,500.00
Vehicle Maintenance / Insurance	\$	3,500.00
Outreach		
Newsletter	\$	500.00
<b>SUBTOTAL</b>	<b>\$</b>	<b>20,942.00</b>
<b>Equipment</b>		
Computers/Software		
Software	\$	750.00
Equipment Purchases		
Electronic Sign Addition	\$	-
Refrigerator	\$	2,800.00
Vending Soda Machine	\$	1,780.00
<b>SUBTOTAL</b>		
<b>Total 2017-2018 Expenses</b>	<b>\$</b>	<b>113,826.00</b>





Genesee County Office of Senior Services  
1101 Beach Street, Room 361  
Flint, Michigan 48502  
Phone 810.424.4478 Fax 810.424.4359  
Lynn M. Radzilowski, Director

July 17, 2017

**MEMORANDUM**

**TO:** Commissioner Brenda Clack, Chairperson  
Human Services Committee (HSC)

**FROM:** Lynn M. Radzilowski, Director  
Genesee County Office of Senior Services (GCOSS)

**RE: Request Approval of FY 2017/2018 Service Provider Contracts  
with Budgets**

Attached are the FY 2017/2018 service provider contracts and with proposed budgets. Contracts have been reviewed and approved by Corporation Counsel. All budgets will be finalized once the BOC approves the County budget on 9/25/17 which includes the senior millage budget.

**Recommendation:**

At this time, GCOSS is recommending approving the 2017/2018 Senior Center contracts that substantially conform to the attached templates to be finalized by GCOSS staff after the County budget is approved. In addition, it is requested that approval of this request be forwarded to the BOC for its approval and authorization for Chairperson Mark Young to sign said contracts.



**CONTRACT BETWEEN**

**THE COUNTY OF GENESEE**

Acting By and Through  
**Genesee County Office of Senior Services ("GCOS")**  
**Room 361, Genesee County Administration Building**  
**1101 Beach Street, Flint, Michigan 48502**  
Hereinafter referred to as the "COUNTY"

and

**ALZHEIMER'S ASSOCIATION – GREATER MICHIGAN CHAPTER,  
CENTRAL MICHIGAN REGION**

**1125 South Linden Road, Suite 950**  
**Flint, Michigan 48532**

Hereinafter referred to as the "CONTRACTOR"

**For the period from October 1, 2017 through September 30, 2018**

**Whereas**, the COUNTY and the CONTRACTOR previously entered into a Contract for a Program of Services titled "Case Management and Referral Services for the Genesee County Office of Senior Services" (hereinafter referred to as "Services"); with an effective date of October 1, 2015 through September 30, 2016 ("the Contract"); and

**Whereas**, the COUNTY elects to exercise its option as provided for in the Request for Proposals to which the CONTRACTOR responded, by extending the Contract for a final year; and

**Whereas**, the parties agree to enter this Contract for the continued provision of Services set forth herein:

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

**A. PURPOSE:**

This Contract is entered into for the purpose of retaining CONTRACTOR to provide Case Management & Referral Services funded by Senior Citizen Services millage dollars to individuals 60 years of age or older who reside in Genesee County.

**B. THE CONTRACTOR AGREES:**

1. To accept the terms of this Contract and to undertake, perform and complete the Services described in RFP # 15-045 and Addenda ("the RFP"), and in CONTRACTOR'S Proposal in response to RFP # 15-045 ("Proposal"), which are hereby incorporated into this Contract by reference and included as Attachments A and B, respectively, and in CONTRACTOR'S budget, included as Attachment G to this Contract. If a conflict exists between this document and those incorporated by reference, this document governs.

2. That this Contract is effective for the term stated upon approval by the Genesee County Board of Commissioners.
3. To provide proof of insurances as required in Section 8 of the RFP within 15 days of the signing of this contract. Endorsements naming the COUNTY as an additional insured must be provided prior to initiation of Services. This provision may be satisfied by verification and proof of a "Blanket Additional Insurance Contract Form or Endorsement" provided with the Insurance Certificates. Documentation provided under this subparagraph will include a statement by the insurer that the COUNTY will be notified of any and all insurance cancellation at least 30 days prior to the effective date of cancellation of the respective policies. However, cancellation for non-payment of premium shall be noticed a minimum of ten days prior to cancellation.
4. To accept the conditions, requirements and obligations described and listed in Attachment C, Business Associate Agreement, if that Attachment is listed in Section D below.
5. To establish safeguards to prohibit conflicts of interest involving CONTRACTOR employees, prohibiting them from being involved in activities that are motivated by a desire for private gain for themselves or others with whom they have family, business or personal ties.
6. To perform home delivered meal assessments and reassessments, maintain records and cooperate with the auditing agency as provided for in Attachment H of this Contract.
7. To adhere to all operating guidelines and standards as designated in Exhibit 1 of Attachment H to this Contract or those specified by the auditing agency if notified of changes to this Exhibit.
8. That failure by the COUNTY to insist upon strict adherence to any terms of this Contract shall not be considered a waiver or deprive the COUNTY of the right thereafter to insist upon strict adherence to that term, or any other term, of this Contract.
9. To provide the necessary administrative, professional and technical staff in the required ratio and number with qualifications as designated in its proposal for operation of the program.
10. That title to any approved equipment (defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$250.00 or more per unit) purchases supported in whole or in substantial part by millage funds shall vest with the County of Genesee upon acquisition. Equipment purchases not included in the submitted budget are automatically unapproved. Purchases of office furniture or furnishings are not eligible for reimbursement and are, therefore, disapproved.
11. To notify the Contract Administrator of damage, theft or replacement of any equipment purchased with Senior Millage funds within 48 hours of such occurrence. When applicable, a copy of the police report must be submitted to the Senior Administrator within two weeks of the occurrence. The CONTRACTOR further agrees to repair or replace damaged or stolen equipment or to reimburse the COUNTY with the millage funded purchase cost utilizing non-senior millage funds. Failure to repair or replace such equipment shall result in repayment to the COUNTY of the millage funded purchase cost by reducing payments to the CONTRACTOR of submitted

reimbursement requests by the cost of the equipment until repayment has been achieved.

12. To utilize all report forms as required under the RFP, as well as those included in this document as Attachment D, including the Monthly Invoice Form and the Monthly New Client Address Form (to be sent electronically each month in Excel format) and reporting formats required by the COUNTY as of the effective date of this Contract, and to provide the COUNTY with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter. The CONTRACTOR will also provide the County an annual breakdown of financial data, regarding services provided, by Local Unit of Government (LUG).
13. To perform annual criminal background checks on paid staff or volunteers with access to personal information or that have personal contact with the senior clients. See Attachment B. The CONTRACTOR further agrees that costs associated with persons meeting the following criteria will not be paid utilizing senior millage funds:
  - a. Persons having a felony conviction in this state or elsewhere within the last 10 years; or
  - b. Persons having a felony charge pending in this state or elsewhere; or
  - c. Persons having a misdemeanor conviction in this state or elsewhere within the last 10 years involving theft, assault, battery or drug related crimes; or
  - d. Persons having a misdemeanor charge pending in this state or elsewhere involving theft, assault, battery or drug related crimes.

The COUNTY retains the right to deny reimbursement for salary requests, or recapture paid reimbursements by withholding from future requests, if it determines that the individual for whom the request is/was made falls within any of the above categories.

14. To provide annually documentation demonstrating appropriate licenses, criminal background checks, and negative tuberculosis tests for employees as specified in the RFP and subparagraph B.13 above. The CONTRACTOR further agrees to comply with the State of Michigan Department of Labor & Economic Growth, "Occupational Health Standards Part 554 Bloodborne Infectious Diseases" (MIOSHA Part 554) including "Part 554 Bloodborne Infectious Diseases Standard Requirements for Training" using the rules provided in Attachment F to this Contract. Documentation for existing workers or volunteers shall be performed and provided to the County within fifteen days of the signing of this Contract. Testing, licenses (if appropriate) and criminal background checks for new hires or new volunteers shall be performed and provided to the County within fifteen days of their commencement.
15. To perform and provide to the COUNTY an annual financial audit of its operation by the end of the first quarter of the term of the Contract. Failure to timely provide the audit or to receive an extension of time from the Contract Administrator within which to satisfy this requirement will result in withholding of reimbursements for the performance period.
16. To include the following statement in or on all printed materials, newsletters, surveys, website, special events, programs, registration materials, advertisements, DVDs, CDs, program presentations, etc.: *"This program and/or service is funded in whole or in part by Genesee County Senior Millage funds. Your tax dollars are at work."*

17. That Senior Millage funds may not be used to provide increases in salaries or compensation packages for any employee or contractor, unless required by a collective bargaining agreement existing as of October 1, 2010 or unless a wage increase is required to comply with any state or federal minimum wage law.
18. That overnight travel funded by Senior Millage dollars shall be approved in advance by the Genesee County Board of Commissioners. The CONTRACTOR agrees to adhere to its own travel regulations or, in the absence of such acceptable regulations, to the Genesee County Travel Regulations as set forth in Attachment I to this Contract. Notwithstanding the preceding, no overnight travel reimbursements shall be made from Senior Millage funds without prior approval of the Genesee County Board of Commissioners. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.
19. To coordinate performance of Services with other vendors so as to prevent assessments/reassessments from being performed when there are no openings with other service vendors for the senior in need. For example, CONTRACTOR shall not perform an assessment for a senior who, based on the initial intake evaluation, appears to be in need of home care if there are no available slots with home care vendors in which to place the senior. A wait list titled "Assessment Wait List" shall be kept for individuals in need of an assessment when there is no available slot for the needed service. This paragraph shall be implemented utilizing the criteria listed in subparagraph B.20, below. A copy of this wait list shall be provided to the COUNTY with the monthly invoice.
20. To maintain a wait list titled "Service Wait List" for seniors in need of services using the following criteria:
  - a. At the beginning of each week, CONTRACTOR will contact each of the Senior Millage funded care vendors to obtain an updated status of available slots and anticipated availability of slots in which to place any seniors in need of the following services:
    - Adult Day Care
    - In-Home Personal Care & Homemaking Services
    - Home Delivered Meals
    - Respite Care

CONTRACTOR will prepare a monthly written summary of the status changes utilizing the service titles above to be submitted to the COUNTY with the monthly invoice.

- b. If it is anticipated that there will be less than a thirty day waiting period for the needed service, CONTRACTOR shall perform the assessment, as needed, and place the individual on the Service Wait List. At no time shall there be more than 10 people on the Service Wait List as a result of an initial assessment with the exception of In-Home Personal Care & Homemaking Services for which there may be 20 people on the Service Wait list.
- c. If it is anticipated that there will be more than a thirty day waiting period for the needed service, or if it is impossible to ascertain the time period within which an opening for the needed service will occur, CONTRACTOR shall place the



individual on the Assessment Wait List. Assessments shall be performed in compliance with subparagraph B. 19, above.

- d. Reassessments shall be performed on the appropriate schedule (every 6 months). The wait list criteria stated above shall apply to new services determined to be needed as a result of the reassessment. However, the 10 person maximum for the Service Wait List does not apply to reassessments. Individuals wait listed as a result of a reassessment shall be referenced separately on the Service Wait List.
- e. A copy of this wait list shall be provided to the COUNTY with the monthly invoice.

21. That political campaign intervention, including directly or indirectly participating in, or intervening in, any political campaign on behalf, or in opposition, of any candidate for elective public office is prohibited. Political campaign intervention includes:

- Contributing to political campaign funds;
- Making public statements of position (verbal or written) by or on behalf of the CONTRACTOR in favor of or opposition to any candidate for public office;
- Distributing statements prepared by others that favor or oppose any candidate for public office;
- Allowing a candidate to use the CONTRACTOR'S assets or facilities, if the equivalent opportunity is not provided to all other candidates;
- Making partisan comments in official publications of the CONTRACTOR or at official functions of the contractor;
- Political fund raising at the CONTRACTOR'S place of business.

Political campaign intervention does not include:

- Taking a position on public policy issues as a CONTRACTOR, so long as the message does not favor or oppose a certain candidate or otherwise violate the political campaign intervention prohibition;
- Promotion of voter registration in a non-partisan manner;
- Encouragement of voter participation in a non-partisan manner;
- Providing voter education / voter guides in a non-partisan manner;
- Non-partisan candidate forums or debates at the CONTRACTOR'S facilities;
- Candidates appearing or speaking at events of the CONTRACTOR in a non-candidate capacity;
- Supporting the Senior Millage.

22. That the CONTRACTOR is responsible for all Services performed under this Contract. If a Subcontractor is used, CONTRACTOR is the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract, regardless of who actually provides the service. CONTRACTOR shall notify COUNTY of any subcontractors to be utilized prior to their use. The COUNTY reserves the right to approve or reject any proposed subcontractor.

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

1. This Contract shall commence on October 1, 2017 and continue through September 30, 2018.
2. The COUNTY agrees to compensate the CONTRACTOR for the term of the Contract an amount not to exceed \$ 430,695.00 for costs of budgetary items described and included within the CONTRACTOR'S Proposal. Reimbursements will be disbursed on a monthly basis at the rate and monthly maximum amount as set forth in Paragraph H.2 for the service agreed upon for the duration of the Contract term.
3. Subject to availability and other applicable conditions, the COUNTY agrees to provide funding throughout the term of this Contract.
4. It is understood and approved that the CONTRACTOR will subcontract with Alternative Elderly Care for the provision Extreme Home Cleaning Services to senior clients age 60 and older who are Genesee County residents. These services will be reimbursed at the rate of \$ 19.50 per hour, with the total amount of senior millage funds to be expended on this subcontract not to exceed \$22,000, pursuant to the terms of the subcontract being attached to this Contract as Attachment J.
5. The CONTRACTOR, its agents, and employees are independent contractors and are not the employees of the COUNTY.
6. CONTRACTOR is encouraged to provide its clients with the opportunity to make financial donations. All donations not limited in use by the donor must be used to provide additional services, as opposed to supporting other expenses. Donations must be reported to Genesee County on the monthly invoice form.
  - a. If donations are to be allowed, CONTRACTOR must offer this voluntary opportunity to the client in a manner that allows for the donation, or lack thereof, to remain confidential. No one shall be denied service for failing to make a donation.
  - b. CONTRACTOR must develop a written procedure for the handling of donations. This procedure must include at a minimum: daily counting and recording of donations by two individuals; method of deposit into a financial institution; monthly reconciliation of deposit records and collection records by a third party who was not involved in counting or depositing the donations.
7. That the COUNTY may, at reasonable times and without notice, visit and inspect the CONTRACTOR'S facilities and discuss or survey the CONTRACTOR'S activities with designated staff.
8. That the COUNTY, or any other representatives designated by the COUNTY, has the right to examine, upon reasonable notice, all records, books and papers related to the performance of activities which are the subject of this Contract.
9. The contract administrator for this Contract is Lynn M. Radzilowski, Senior Services Director, GCSS, or her designee (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.

#### **D. CONTRACT ATTACHMENTS**

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

- Attachment A: RFP #15-045 and Addenda
- Attachment B: CONTRACTOR'S Response to RFP #15-045
- Attachment C: Business Associate Agreement
- Attachment D: Reporting Forms (Monthly Invoice Form & Monthly New Client Address Form)
- Attachment E: Sample Client Satisfaction Survey (CONTRACTOR may use its own form that provides this type of information)
- Attachment F: MIOSHA Part 554 Standards and Regulations
- Attachment G: Approved Budget FY 2017 - 2018
- Attachment H: Assessing Agency Requirements for Home Delivered Meals
- Attachment I: Genesee County Travel Regulations
- Attachment J: Subcontract between CONTRACTOR and Alternative Elderly Care

#### **E. AMENDMENTS**

1. Any changes to this Contract will be valid only if made in writing and acknowledged by all parties to this Contract.
2. This Contract, including attachments, may be amended by mutual written consent of the CONTRACTOR and the COUNTY. When submitting a proposed contract or budget amendment, the CONTRACTOR must also revise or amend its related output measures whenever the amendment results in a significant change of program scope, or as specifically required by the COUNTY, and submit copies of the revised sheets and summary description of the changes.
3. In the event that circumstances occur that are not reasonably foreseeable or are beyond the CONTRACTOR'S control which reduce or otherwise interfere with the CONTRACTOR'S ability to provide or maintain specified services or operational procedures, immediate written notification must be provided to the COUNTY and, where feasible, an amendment to this Contract negotiated.
4. Any change proposed by the CONTRACTOR which would affect the funding of any activity support in whole or in part by funds provided under this Contract must be submitted in writing to the COUNTY immediately upon determining the need for such change. The proposed change may be implemented upon receipt of written notification from the COUNTY.
5. Within thirty days after receipt of the proposed change, the COUNTY shall advise the CONTRACTOR in writing of its determination. Subsequently, the COUNTY will initiate any necessary formal amendment to the Contract for execution by the parties to the Contract.

6. Any changes proposed by the COUNTY must be agreed to in writing by the CONTRACTOR within thirty days of receipt. Upon such written agreement, the COUNTY shall initiate any necessary formal amendment as above.
7. The Contract Administrator is authorized to effect minor modifications of the work plan that do not require monetary adjustments in excess of \$ 5,000.00 without further consultation with the Genesee County Board of Commissioners.
8. The CONTRACTOR may submit a maximum of one budget amendment per quarter. All budget adjustments must be approved by the Office of Senior Services, and the Board of Commissioners, when required.

#### **F. TERMINATION**

This Contract is in full force and effect for the period specified in Section C.1 of this contract, subject to the following conditions:

1. This Contract may be terminated by either party for any reason by giving ninety days written notice to the other party stating the effective date of termination.
2. This Contract may be terminated by the COUNTY upon thirty days written notice to the CONTRACTOR due to convenience or diminution of funds.
3. This Contract may be terminated by the COUNTY upon seven days written notice should the CONTRACTOR be found to have failed to perform its services in a manner satisfactory to the COUNTY as per contract requirements. COUNTY will provide CONTRACTOR notice and a reasonable opportunity to cure service performance deemed to be non-satisfactory. However, the COUNTY shall be the sole judge of what constitutes a reasonable opportunity and non-satisfactory performance.
4. This Contract may be terminated immediately without further liability to the COUNTY if the CONTRACTOR, or an official of the CONTRACTOR, is found guilty of any activity referenced in Section I. Assurances, of this Contract.
5. In the event the COUNTY determines not to proceed further with this Contract during its term, the CONTRACTOR may retain all sums paid by the COUNTY for approved expenses incurred and for satisfactory work actually performed at the above stated fee structure. In this event, COUNTY will be liable for satisfactory services performed prior to the COUNTY'S notification of its intent to terminate the Contract and, upon full payment, the other obligations of either party to this Contract shall terminate except for the non-disclosure of information and non-solicitation of personnel as stated herein. Notwithstanding the preceding, COUNTY retains the right to demand and obtain repayment of any funds paid to CONTRACTOR, including withholding as offset from amounts claimed due by CONTRACTOR that the COUNTY deems to have been paid in error, for services not authorized under the Contract, or for non-satisfactory services.

## **G. REPORTING REQUIREMENTS**

CONTRACTOR will provide the COUNTY with monthly reports using the formats provided in Attachment D and following the criteria as established and outlined in the RFP.

CONTRACTOR will also provide on monthly basis a compilation, or copies, of Client Satisfaction Surveys providing information similar to that in the sample form found in Attachment E. CONTRACTOR will also comply with the reporting requirements stated above in subparagraphs B. 19 and B. 20, and of the auditing agency.

## **H. REIMBURSEMENT METHOD**

1. The COUNTY shall reimburse the CONTRACTOR for Services provided during the duration of this Contract only. CONTRACTOR shall not be reimbursed for Services provided prior to the commencement date of this Contract.
2. The COUNTY shall reimburse the CONTRACTOR on a monthly basis at a rate of \$31.18 per one hour unit of service delivery for Case Management and Referral Services, \$12.20 per one hour unit of service delivery for Intern & Volunteer Services, \$29.56 per one hour unit of service delivery for Intensive Case Management Services, and at a rate of \$26.04 per one hour unit of service delivery for Core Services Program Coordinator Services for this Contract, with a maximum reimbursement total of \$35,891.25 per month. The purpose of the maximum reimbursement is to avoid CONTRACTOR expending all of its funds prior to the scheduled end date of the Contract. Reimbursements exceeding the recommended maximum figure may be permitted on a case by case basis as long as CONTRACTOR presents an explanation of need and a reasonable plan for providing continued service for the remainder of the Contract term.
3. The COUNTY shall reimburse the CONTRACTOR within thirty days of an approved invoice using the monthly invoice form and instructions found in Attachment D of this Contract. Prompt reimbursement shall be contingent upon full contractual compliance and submittal of requisite documentation on the approved invoice form. COUNTY may withhold reimbursement if it deems CONTRACTOR to have failed to have substantially complied with the Contract terms. Ineligible expenses, expenditures not consistent with the approved budget, expenditures for Services knowingly performed where no vendor slot is available, or expenditures exceeding the monthly maximum limit will not be reimbursed.
4. Properly documented requests for reimbursement submitted to the COUNTY by the 21<sup>st</sup> of each month will be processed and, if approved, disbursed by the 15<sup>th</sup> of the next month. Requests submitted later than the 21<sup>st</sup> of each month and incomplete requests (e.g. inadequate supporting documentation) will be processed in the following reimbursement cycle. At its sole discretion, the COUNTY will deem expenditures as either eligible or ineligible for each reimbursement or advance expenditure request. The COUNTY may, at its discretion and upon reasonable notice, require the CONTRACTOR to complete reports additional to those attached to this CONTRACT regarding the CONTRACTOR'S expenses and activities.

## **I. ASSURANCES**

The CONTRACTOR covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is related to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination 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.

## **J. CONFIDENTIALITY**

It is understood that work performed under this Program of Services will include access to proprietary documents and information. The CONTRACTOR agrees that confidential information about the COUNTY or its related entities will not be released, except as required by law, without the prior approval of the COUNTY. The COUNTY agrees that it will not release any of the CONTRACTOR'S materials provided or utilized during the Contract term without written permission. The CONTRACTOR and the COUNTY affirm the Business Associate Agreement included as Attachment C.

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

CONTRACTOR acknowledges that the COUNTY is a public body subject to the Michigan Freedom of Information Act. Records held by the COUNTY are public unless exempted. Notwithstanding the foregoing, confidential information collected and provided to the COUNTY by the CONTRACTOR as part of its reporting requirements shall be used solely for purposes of performing and evaluating the performance of this Contract and will not be retained.

## **K. LIABILITY AND INDEMNIFICATION**

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the CONTRACTOR in the performance of the Contract shall be the responsibility of the CONTRACTOR and not the responsibility of the COUNTY if the liability, loss or damage is caused by, or arises out of, the action or failure to act on the part of the CONTRACTOR or any employee or agent of the CONTRACTOR. The CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY and its officers and employees from and against all claims, losses, damages, and expenses including but not limited to attorney's fees, arising out of or resulting from the CONTRACTOR'S performance of the Contract.

## **L. APPLICABLE LAWS**

This is a Genesee County contract. This Contract shall be governed by the laws of the State of Michigan. Any dispute arising as a result of this Contract shall be resolved in the State of



Michigan. The parties shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority that may have bearing on the performance of the Contract.

**M. GOOD FAITH EFFORTS TO RESOLVE DISPUTES; ATTORNEYS FEES**

If for any reason any portion of this Contract is in dispute, the parties will make their best efforts to resolve the dispute without resorting to litigation. Should litigation be required to resolve any dispute between the parties, the party not prevailing in the dispute will pay reasonable attorney's fees as part of any resolution of the dispute.

**N. INTEGRATION**

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

**O. WAIVER**

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

**P. SEVERABILITY**

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

**Q. SPECIAL CERTIFICATION STATEMENT**

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

**COUNTY OF GENESEE**

**ALZHEIMER'S DISEASE AND RELATED  
DISORDERS ASSOCIATION, INC.**

By: MARK YOUNG, Chairperson  
Genesee County Board of Commissioners

By: RICHARD H. HOULAND  
Chief Operating Officer

Date

Date

## **Attachment A**

(This document, Request For Proposal # 15-045 and related Addenda, is on file at the Genesee County Office of Senior Services)



## **Attachment B**

(This document, Contractor's Response to the Request For Proposal # 15-045, is on file at the Genesee County Office of Senior Services)

## Attachment C

**Attachment C**  
**Business Associate Agreement**

**Recital of Defined Terms**

"Business Associate" shall mean the Alzheimer's Association (otherwise referred to as CONTRACTOR in the main 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 or on behalf of the County.

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

Whereas, Business Associate will be performing various services for or on behalf of the County that may, or do in fact, 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 County, 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 clients of the Program of Services.

Whereas, Business Associate, in order to meet 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 County.

Whereas, Business Associate further agrees to 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 County 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 County to the extent the County 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 County in accordance with applicable law constitute a contract between the County 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 County or clients of the Program without the prior written consent or authorization of the County or of the program clients. 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 confidential and will be used or 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 County of any instances of breach of confidentiality of which such person is aware.
  - c. Business Associate agrees to provide to the County the mailing addresses of clients for mapping purposes only. County agrees to limit use of the provided mailing addresses to mapping and statistical analysis. County further agrees to destroy all copies, paper and electronic, of the mailing addresses provided once the mapping of said addresses is complete.
5. Business Associate shall ensure that its personnel, employees, affiliates, and agents maintain the confidentiality of client health information and business information of the County.
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 County.
  - 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 County as specified in the main contract, provided that such use or disclosure would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County.

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 County 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 County 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 County upon request.
10. Business Associate shall make available protected health information in accordance with applicable law.
11. Business Associate shall incorporate any amendments or corrections to protected health information when notified pursuant to applicable law.
12. Business Associate agrees to indemnify and hold harmless the County, 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 within the terms of this Agreement or 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.
13. Without limiting the rights and remedies of the County elsewhere set forth in this Agreement or available under applicable law, the County may terminate this Agreement without penalty or recourse to the County if the County determines that Business Associate has violated a material term of the provisions of this Agreement.
14. Business Associate agrees that this Agreement may be amended from time to time by the County 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.
15. 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.

## Attachment D



Agency: Alzheimer's Association Activity: Case Management & Referral Services  
Contract Term: October 1, 2017 - September 30, 2018 Activity Period: \_\_\_\_\_

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

Agency's Authorizing Signature: \_\_\_\_\_ Date: \_\_\_\_\_

1.

Total number of Genesee County residents aged 60 years and older (hereafter referred to as "clients") who were provided pre-screening and intake services under this contract during this month, who have not been provided pre-screening and intake services in previous months.
2.

Cumulative number of clients who were provided pre-screening and intake services under this contract.
3.

Total number of clients who were seen during this month by Case Management & Referral Services.
4.

Cumulative number of clients who were seen by Case Management & Referral Services during the fiscal year.
5.

For each new client included in item #1, email client's address including street number, street name, city, and zip code.

See Address Report
6.

Total number of new clients who received an assessment during this month.
7.

Cumulative number of clients who received an assessment under this contract.
8.

Total number of clients who were provided reassessment services during this month.
9.

Cumulative number of clients who were provided reassessment services under this contract.
10.

Total number of referrals services received by your organization for clients during this month. Please list referral source(s) and indicate number of referrals for each source, and total.

Referral Sources	
Alzheimer's Association Staff	
Adult Protective Services	
Attorney	
Department of Human Services	
Family Service Agency	
Friend	
Home Health Care Agency	
Hospital Staff	
Nursing Home Staff	
Physician	
Relative	
Self	
Senior Center	
Veteran's Administration	
VAAA	
Website	
Unknown	
Total:	

11.

Total number of referrals made by your organization for services needed by clients during this month. Please list referral recipient(s).

Referral Recipients	
Family Services	

GCCARD	
Home Health Care Service Providers	
Michigan Community Services - ADC	
Michigan Community Services - Respite	
Total:	

12. Number of clients on a waiting list at the time of this reimbursement request.

Family Service Agency - In Home Personal Care / Chore Services	
GCCARD - Home Delivered Meals	
Michigan Community Services - ADC	
Michigan Community Services - Respite	
Total:	

13. Client Satisfaction Surveys attached

14. List names and titles of staff who performed work under this contract during this month. Attach pertinent licensures, as applicable, if not submitted during a previous month.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

15. Total number of clients to be billed to senior millage

16. Indicate the amount of donations received for this program during this month.

 \$  -

17. Units and Expenditures

	CMR - Total Units of Service:	<input type="text"/>
	CMR - Units of Service Being Invoiced:	<input type="text"/>
RATE PER UNIT (One Unit ends at One Hour)	\$31.18 x units of service being invoiced	<input type="text"/>
	CMR Intern/Volunteer - Total Units of Service:	<input type="text"/>
	CMR Intern/Volunteer - Units of Service Being Invoiced:	<input type="text"/>
	\$12.20 x units of service being invoiced	<input type="text"/>
Computer Purchases	must obtain 3 bids & approval from Board of Comm. (attach invoice & proof of payment)	<input type="text"/>
Client Emergency Funds	(attach receipts)	<input type="text"/>
TOTAL REQUEST:		<input type="text"/>

TOTAL PAYMENT:

Fund: 202-

Account Number: \_\_\_\_\_

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

Staff Review: \_\_\_\_\_

Staff Reviewer's Initials: \_\_\_\_\_

Beginning Fund Balance: \_\_\_\_\_

(-) Total Request from Above: \_\_\_\_\_

Current Fund Balance: \_\_\_\_\_

Office of Senior Services  
Signature

Office of Senior Services Department Authority

Agency: Alzheimer's Association Activity: Intensive Case Management  
Contract Term: October 1, 2017 - September 30, 2018 Activity Period: \_\_\_\_\_

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

Agency's Authorizing Signature: \_\_\_\_\_ Date: \_\_\_\_\_

- 1. Total number of clients who were seen during this month by the Intensive Case Management Services Program.
- 2. Cumulative number of clients who were seen by the intensive Case Management Services Program during the fiscal year.
- 3. For each new client included in item #1, email client's address including street number, street name, city, and zip code. 

See Address Report
- 4. Total number of referrals made by your organization for services needed by clients during this month. Please list referral recipient(s).

Referral Recipients	
Alternative Elderly Care	<input type="text"/>
Home Improvement	<input type="text"/>
Support Groups	<input type="text"/>
Caregiver Education	<input type="text"/>
Community Mental Health	<input type="text"/>
Legal & Financial	<input type="text"/>
Total:	<input type="text"/>

- 5. Client Satisfaction Surveys attached
- 6. List names and titles of staff who performed work under this contract during this month. Attach pertinent licensures, as applicable, if not submitted during a previous month.

_____	_____
_____	_____
_____	_____

- 7. Indicate the amount of donations received for this program during this month. 

\$

- 18. Units and Expenditures
- ICM - Total Units of Service:   
ICM - Units of Service Being Invoiced:

RATE PER UNIT (One Unit ends at One Hour)      \$29.56 x units of service being invoiced     

ICM Chore Services      (attach receipts)     

Computer Purchases      must obtain 3 bids & approval from Board of Comm. (attach invoice & proof of payment)     

TOTAL REQUEST:

Fund: 202-      TOTAL PAYMENT:   
Account Number: \_\_\_\_\_

Beginning Fund Balance:

\_\_\_\_\_

(-) Total Request from Above:

\_\_\_\_\_

Current Fund Balance:

\_\_\_\_\_

Date Received:

Staff Review:

Staff Reviewer's Initials:

Office of Senior Services

Signature

\_\_\_\_\_  
Office of Senior Services Department Authority

Agency: Alzheimer's Association Activity: Educational Services

Contract Term: October 1, 2017 - September 30, 2018 Activity Period: \_\_\_\_\_

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

Agency's Authorizing Signature: \_\_\_\_\_ Date: \_\_\_\_\_

1. Total number of clients who were seen during this month by the Educational Services Program.
2. Cumulative number of clients who were seen by the Educational Services Program during the fiscal year.
3. When possible, for each new client included in item #1, email client's address including street number, street name, city, and zip code.

See Address Report
4. Total number of service contacts made through the Educational Services Program.
5. Client Satisfaction Surveys attached - biannual report

N/A
6. List names and titles of staff who performed work under this contract during this month. Attach pertinent licensures, as applicable, if not submitted during a previous month.

7. Indicate the amount of donations received for this program during this month.

\$
8. Units and Expenditures

PC - Total Units of Service:  
PC - Units of Service Being Invoiced:

RATE PER UNIT (One Unit ends at One Hour)      \$26.04 x units of service being invoiced

Computer Purchases      must obtain 3 bids & approval from Board of Comm.  
(attach invoice & proof of payment)

TOTAL REQUEST: \_\_\_\_\_

Fund: 202-      TOTAL PAYMENT: \_\_\_\_\_  
Account Number: \_\_\_\_\_

Beginning Fund Balance: \_\_\_\_\_  
(-) Total Request from Above: \_\_\_\_\_  
Current Fund Balance: \_\_\_\_\_

Date Received: \_\_\_\_\_  
Staff Review: \_\_\_\_\_

Staff Reviewer's Initials: \_\_\_\_\_

Office of Senior Services  
Signature \_\_\_\_\_  
Office of Senior Services Department Authority



Senior Millage Service Providers  
Client Addresses

Month & Year: \_\_\_\_\_

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/A/C/H /NA/U)
1	AA	CM & R							
2	AA	CM & R							
3	AA	CM & R							
4	AA	CM & R							
5	AA	CM & R							
6	AA	CM & R							
7	AA	CM & R							
8	AA	CM & R							
9	AA	CM & R							
10	AA	CM & R							
11	AA	CM & R							
12	AA	CM & R							
13	AA	CM & R							
14	AA	CM & R							
15	AA	CM & R							
16	AA	CM & R							
17	AA	CM & R							
18	AA	CM & R							
19	AA	CM & R							

Senior Millage Service Providers  
Client Addresses

Month & Year: \_\_\_\_\_

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/A/C/H /NAU)
1	AA	ICM							
2	AA	ICM							
3	AA	ICM							
4	AA	ICM							
5	AA	ICM							
6	AA	ICM							
7	AA	ICM							
8	AA	ICM							
9	AA	ICM							
10	AA	ICM							
11	AA	ICM							
12	AA	ICM							
13	AA	ICM							
14	AA	ICM							
15	AA	ICM							
16	AA	ICM							
17	AA	ICM							
18	AA	ICM							
19	AA	ICM							

Senior Millage Service Providers  
Client Addresses

Month & Year: \_\_\_\_\_

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/A/C/H /NA/U)
1	AA	EDUC.							
2	AA	EDUC.							
3	AA	EDUC.							
4	AA	EDUC.							
5	AA	EDUC.							
6	AA	EDUC.							
7	AA	EDUC.							
8	AA	EDUC.							
9	AA	EDUC.							
10	AA	EDUC.							
11	AA	EDUC.							
12	AA	EDUC.							
13	AA	EDUC.							
14	AA	EDUC.							
15	AA	EDUC.							
16	AA	EDUC.							
17	AA	EDUC.							
18	AA	EDUC.							
19	AA	EDUC.							

## Attachment E

## **Attachment F**



DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

DIRECTOR'S OFFICE

OCCUPATIONAL HEALTH STANDARDS

Filed with the Secretary of State on June 30, 1993 (as amended November 14, 1996)  
(as amended June 28, 2001) (as amended October 28, 2014)

These rules become effective immediately upon filing with the Secretary of State  
unless adopted under section 33, 44, or 45a(6) of 1969 PA 306.

Rules adopted under these sections become effective 7 days after filing with the Secretary of State.

(By authority conferred on the director of the department of licensing and regulatory affairs  
by sections 14 and 24 of 1974 PA 154, MCL 408.1014 and 408.1024,  
and Executive Reorganization Order Nos. 1996-1 and 1996-2, 2003-1, 2008-4,  
and 2011-4, MCL 330.3101, 445.2001, 445.2011, 445.2025 and 445.2030)

R 325.70002, R 325.70003, R 325.70004, R 325.70007, R 325.70008, R 325.70009, R 325.70011, R 325.70013,  
R 325.70014, R 325.70015, R 325.70016 and R 325.70017 of the Michigan Administrative code are amended,  
and R 325.70001a is added, and R 325.70017 and R 325.70018 of the Code are rescinded as follows:

PART 554. BLOODBORNE INFECTIOUS DISEASES

Table of Contents:

R 325.70001 Scope.....	1	R 325.70012 HIV and HBV research laboratories and production facilities.....	7
R 325.70001a Referenced standards.....	1	R 325.70013 Vaccinations and postexposure follow-up.....	8
R 325.70002 Definitions.....	1	R 325.70014 Communication of hazards to employees.....	9
R 325.70003 Exposure determination.....	3	R 325.70015 Recordkeeping.....	10
R 325.70004 Exposure control plan.....	3	R 325.70016 Information and training.....	11
R 325.70005 Universal precautions.....	4	Appendix A - Information sheet.....	12
R 325.70006 Engineering controls.....	4	Appendix B - Sample waiver statement when an employee declines the hepatitis b vaccination....	14
R 325.70007 Work practices.....	4		
R 325.70008 Protective work clothing and equipment.....	5		
R 325.70009 Housekeeping.....	5		
R 325.70010 Regulated waste disposal.....	6		
R 325.70011 Laundry.....	6		

**R 325.70001 Scope.**

**Rule 1.** These rules apply to all employers that have employees with occupational exposure to blood and other potentially infectious material.

**R 325.70001a Referenced standards.**

**Rule 1a.** (1) The following Michigan occupational safety and health standards are referenced in these rules. Up to 5 copies of these standards may be obtained at no charge from the Michigan Department of Licensing and Regulatory Affairs, MIOSHA Regulatory Services Section, 7150 Harris Drive, P.O. Box 30643, Lansing, Michigan 48909-8143, or via the internet at website:

[www.michigan.gov/mioshastandards](http://www.michigan.gov/mioshastandards). For quantities greater than 5, the cost, at the time of adoption of these rules, is 4 cents per page.

(a) Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," R 325.3451 to R 325.3476.

(b) MIOSHA Standard Part 11. "Recording and Reporting of Occupational Injuries and Illnesses," R 408.22101 to R 408.22162.

(2) The appendices to these rules are informational only and are not intended to create any additional obligations or requirements not otherwise imposed by these rules or to detract from any established obligations or requirements.

**R 325.70002 Definitions.**

**Rule 2.** As used in these rules:

(a) "Act" means Michigan occupational safety and health act (MIOSHA), 1974 PA 154, MCL 408.1001 to 408.1094.



(b) "Biologically hazardous conditions" means equipment, containers, rooms, materials, experimental animals, animals infected with HBV or HIV virus, or combinations thereof that contain, or are contaminated with, blood or other potentially infectious material.

(c) "Blood" means human blood, human blood components, and products made from human blood.

(d) "Bloodborne pathogens" means pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

(e) "Clinical laboratory" means a workplace where diagnostic or other screening procedures are performed on blood or other potentially infectious material.

(f) "Contaminated" means the presence or the reasonably anticipated presence of blood or other potentially infectious material on an item or surface.

(g) "Contaminated laundry" means laundry that has been soiled with blood or other potentially infectious materials or that may contain sharps.

(h) "Contaminated sharps" means any contaminated object that can penetrate the skin, including any of the following:

- (i) Needles.
- (ii) Scalpels.
- (iii) Broken glass.
- (iv) Broken capillary tubes.
- (v) Exposed ends of dental wires.

(i) "Decontamination" means the use of physical or chemical means to remove, inactivate, or destroy bloodborne pathogens on a surface or item to the point where they are no longer capable of transmitting infectious particles and the surface or item is rendered safe for handling, use, or disposal.

(j) "Department" means the department of licensing and regulatory affairs.

(k) "Director" means the director of the department or his or her designee.

(l) "Disinfect" means to inactivate virtually all recognized pathogenic microorganisms, but not necessarily all microbial forms, on inanimate objects.

(m) "Engineering controls" means controls, for example, sharps disposal containers, self-sheathing needles, or safer medical devices, such as sharps with engineered sharps injury protections and needleless systems, that isolate or remove the bloodborne pathogen hazard from the workplace.

(n) "Exposure" means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties. "Exposure" does not include incidental exposures that may take place on the job, that are neither reasonably nor routinely expected, and that the worker is not required to incur in the normal course of employment.

(o) "Exposure incident" means a specific eye, mouth, other mucous membrane, nonintact skin, or parenteral contact with blood or other potentially infectious material that results from the performance of an employee's duties.

(p) "Handwashing facilities" means facilities that provide an adequate supply of running, potable water, soap, and single-use towels or an air drying machine.

(q) "Licensed health care professional" means a person whose legally permitted scope of practice allows him or her to independently perform the activities required by R 325.70013 concerning hepatitis B vaccination and post-exposure evaluation and follow-up.

(r) "Needleless systems" means a device that does not use needles for any of the following:

(i) The collection of bodily fluids or withdrawal of body fluids after initial venous or arterial access is established.

(ii) The administration of medication or fluids.

(iii) Any other procedure involving the potential for occupational exposure to bloodborne pathogens due to percutaneous injuries from contaminated sharps.

(s) "Other potentially infectious material" means any of the following:

(i) Any of the following human body fluids:

- (A) Semen.
- (B) Vaginal secretions.
- (C) Amniotic fluid.
- (D) Cerebrospinal fluid.
- (E) Peritoneal fluid.
- (F) Pleural fluid.
- (G) Pericardial fluid.
- (H) Synovial fluid.
- (I) Saliva in dental procedures.

(J) Any body fluid that is visibly contaminated with blood.

(K) All body fluids in situations where it is difficult or impossible to differentiate between body fluids.

(ii) Any unfixed tissue or organ, other than intact skin, from a living or dead human.

(iii) Cell or tissue cultures that contain HIV, organ cultures, and culture medium or other solutions that contain HIV or HBV; and blood, organs, or other tissues from experimental animals infected with HIV or HBV.

(t) "Parenteral" means exposure occurring as a result of piercing mucous membrane or the skin barrier, such as exposure through subcutaneous, intramuscular, intravenous, or arterial routes resulting from needlesticks, human bites, cuts, and abrasions.

(u) "Personal protective equipment" or "PPE" means specialized clothing or equipment that is worn by an employee to protect him or her from a hazard. General work clothes, such as uniforms, pants, shirts, or blouses, that are not intended to function as protection against a hazard are not considered to be personal protective equipment.

(v) "Production facility" means a facility that is engaged in the industrial-scale, large-volume production of HIV or HBV or in the high-concentration production of HIV or HBV.

(w) "Regulated waste" means any of the following:

(i) Liquid or semiliquid blood or other potentially infectious material.

(ii) Contaminated items that would release blood or other potentially infectious material in a liquid or semiliquid state if compressed.

(iii) Items that are caked with dried blood or other potentially infectious material and that are capable of releasing these materials during handling.

(iv) Contaminated sharps.

(v) Pathological and microbiological waste that contains blood and other potentially infectious material.

(x) "Research laboratory" means a laboratory that produces or uses research laboratory-scale amounts of HIV or HBV. A research laboratory may produce high concentrations of HIV or HBV, but not in the volume found in a production facility.

(y) "Sharps with engineered sharps injury protections" means a nonneedle sharp or a needle device that is used for withdrawing body fluids, accessing a vein or artery, or administering medications or other fluids, and that has a build-in safety feature or mechanism that effectively reduces the risk of an exposure incident.

(z) "Source individual" means any living or dead individual whose blood or other potentially infectious material may be a source of occupational exposure to an employee. Examples of a source individual include all of the following:

(i) A patient of a hospital or clinic.

(ii) A client of an institution for the developmentally disabled.

(iii) A victim of trauma.

(iv) A client of a drug or alcohol treatment facility.

(v) A resident of a hospice or nursing home.

(vi) Human remains.

(vii) An individual who donates or sells his or her blood or blood components.

(aa) "Standard operating procedures (SOPs)" means any of the following that address the performance of work activities so as to reduce the risk of exposure to blood and other potentially infectious material:

(i) Written policies.

(ii) Written procedures.

(iii) Written directives.

(iv) Written standards of practice.

(v) Written protocols.

(vi) Written systems of practice.

(vii) Elements of an infection control program.

(bb) "Sterilize" means the use of a physical or chemical procedure to destroy all microbial life, including highly resistant bacterial endospores.

(cc) "Universal precautions" means a method of infection control that treats all human blood and other potentially infectious material as capable of transmitting HIV, HBV, and other bloodborne pathogens.

(dd) "Work practices" means controls that reduce the likelihood of exposure to bloodborne pathogens by altering the manner in which a task is performed.

### **R 325.70003 Exposure determination.**

**Rule 3.** (1) An employer shall evaluate routine and reasonably anticipated tasks and procedures to determine whether there is actual or reasonably anticipated employee exposure to blood or other potentially infectious material. Based on this evaluation, an employer shall categorize all employees into category A or B as follows:

(a) Category A consists of occupations that require procedures or other occupation-related tasks that involve exposure or reasonably anticipated exposure to blood or other potentially infectious material or that involve a likelihood for spills or splashes of blood or other potentially infectious material. This includes procedures or tasks conducted in nonroutine situations as a condition of employment.

(b) Category B consists of occupations that do not require tasks that involve exposure to blood or other potentially infectious material on a routine or nonroutine basis as a condition of employment. Employees in occupations in this category do not perform or assist in emergency medical care or first aid and are not reasonably anticipated to be exposed in any other way.

(2) An exposure determination shall be made without regard to the use of personal protective clothing and equipment.

(3) An employer shall maintain a list of all job classifications that are determined to be category A.

### **R 325.70004 Exposure control plan.**

**Rule 4.** (a) If an employee is determined to be in category A, then an employer shall establish a written exposure control plan to minimize or eliminate employee exposure.

(b) An exposure control plan shall contain all of the following information:

(i) The exposure determination required by R 325.70003(1).

(ii) The schedule and method of implementation for each applicable rule.

(iii) The contents or a summary of the training program required by R 325.70016.

(iv) The procedures for the evaluation of circumstances surrounding exposure incidents as required by R 325.70013(5).

(v) Task-specific standard operating procedures (SOPs) that address all of the following areas:

(A) Employee recognition of reasonably anticipated exposure to blood and other potentially infectious material.

(B) Appropriate selection, use, maintenance, and disposal of personal protective equipment.



(C) Contingency plans for foreseeable circumstances that prevent following the recommended SOPs.

(c) General employer policies or task-specific SOPs shall address the management of inadvertent exposures such as needlesticks or mucus membrane exposures.

(d) The exposure control plan shall be reviewed at least annually and updated as necessary. A review shall consider changes in employees' tasks and procedures and the latest information from the centers for disease control or the department. See appendix A for addresses of these agencies. The review and update of the exposure control plans shall comply with both of the following provisions:

(i) Reflect changes in technology that eliminate or reduce exposure to bloodborne pathogens.

(ii) Document annually consideration and implementation of appropriate commercially available and effective safer medical devices designed to eliminate or minimize occupational exposure.

(e) An employer shall ensure that only a person who has knowledge of applicable control practices is authorized to write and to review an exposure control plan.

(f) An employer shall ensure that the exposure control plan is made available to the director or a representative of the director for examination and copying upon request.

(g) An employer shall ensure that a copy of the exposure control plan is accessible to category A employees in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(h) An employer who is required to establish an exposure control plan shall solicit input from non-managerial employees responsible for direct patient care who are potentially exposed to injuries from contaminated sharps in the identification, evaluation, and selection of effective engineering and work practice controls and shall document the solicitation in the exposure control plan.

#### **R 325.70005 Universal precautions.**

**Rule 5.** Universal precautions shall be observed to prevent contact with blood and other potentially infectious materials. If differentiation between body fluid types is difficult or impossible, all body fluids shall be considered potentially infectious materials.

#### **R 325.70006 Engineering controls.**

**Rule 6.** (1) Engineering controls shall be used in combination with work practice controls to minimize or eliminate employee exposure to blood and other potentially infectious material. Where exposure remains after use of engineering and work practice controls, personal protective equipment shall also be used.

(2) Engineering controls shall be examined and maintained or replaced on a regular schedule to ensure their effectiveness.

(3) An employer shall provide hand-washing facilities which are readily accessible to employees. When provision of hand-washing facilities is not feasible, an employer shall provide an appropriate antiseptic hand cleanser with clean cloth or paper towels or antiseptic towelettes.

#### **R 325.70007 Work practices.**

**Rule 7.** At a minimum, work practices shall ensure all of the following:

(a) All personal protective equipment shall be removed before leaving the work area and shall be placed in an appropriately designated area or container for storage, washing, decontamination, or disposal.

(b) If a garment is penetrated by blood or other potentially infectious materials, the garment shall be removed immediately or as soon as feasible.

(c) Employers shall provide handwashing facilities that are readily accessible to employees. When provision of handwashing facilities is not feasible, the employer shall provide either an appropriate antiseptic hand cleanser in conjunction with clean cloth/paper towels or antiseptic towelettes. When antiseptic hand cleansers or towelettes are used, employees shall wash hands with soap and running water as soon as feasible.

(d) Employers shall ensure that employees wash their hands immediately or as soon as feasible after removal of gloves or other personal protective equipment.

(e) Employers shall ensure that employees wash hands and any other skin with soap and water, or flush mucous membranes with water immediately or as soon as feasible following contact of such body areas with blood or other potentially infectious materials.

(f) Used needles and other contaminated sharps shall not be sheared, bent, or broken and shall not be recapped or resheathed where other disposal methods are practical. Used needles and other sharps shall not be recapped, resheathed, or removed unless the employer can demonstrate that no alternative is feasible or that such action is required by a specific medical procedure. Needle recapping or removal shall be accomplished by use of a mechanical device or a 1-handed technique. The disposal of needles and sharps shall be accomplished in accordance with the provisions of R 325.70010.

(g) Eating, drinking, smoking, applying cosmetics or lip balm, or handling contact lenses is prohibited in laboratories and other work areas where there is a reasonable likelihood of exposure.

(h) Food and drink shall not be stored in refrigerators, freezers, shelves, cabinets, or on countertops or benchtops where blood or other potentially infectious material is present or in other areas of possible contamination.

(i) All procedures that involve blood or other potentially infectious material shall be performed in a manner that minimizes splashing, spraying, and aerosolization of blood or other potentially infectious material.

(j) Mouth pipetting or suctioning is prohibited.

**R 325.70008 Protective work clothing and equipment.**

**Rule 8.** An employer shall provide protective work clothing and equipment used in the following:

(a) When there is occupational exposure, an employer shall provide, at no cost to the employee, and assure that an employee uses, appropriate personal protective clothing and equipment, such as any of the following:

- (i) Gloves.
- (ii) Gowns.
- (iii) Fluid-proof aprons.
- (iv) Laboratory coats.
- (v) Head and foot coverings.
- (vi) Faceshields or mask and eye protection.
- (vii) Mouthpieces.
- (viii) Resuscitation bags.
- (ix) Pocket masks.
- (x) Other ventilation devices.

Personal protective equipment is appropriate only if it does not permit blood or other potentially infectious material to pass through to or reach the employee's work clothes, street clothes, undergarments, skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration of time that the protective equipment is used.

(b) An employer shall ensure that an employee uses appropriate personal protective equipment unless the employer shows that the employee temporarily and briefly declined to use PPE when, under rare and extraordinary circumstances, it was the employee's professional judgment that in the specific instance the use of PPE would have prevented the delivery of health care or public safety services or would have posed an increased hazard to the safety of the worker or coworker. When the employee makes this judgment, the circumstances shall be investigated and documented to determine if changes can be made to prevent future occurrences.

(c) An employer shall assure that appropriate protective equipment and clothing in the appropriate sizes are readily accessible at the worksite or issued to employees at no cost to the employees. Hypoallergenic gloves, glove liners, powderless gloves, or other similar alternatives shall be readily accessible to employees who are allergic to the gloves normally provided. See appendix A for more information.

(d) An employer shall provide for the cleaning, laundering, or disposing of protective clothing and equipment required by this rule.

(e) An employer shall repair or replace required protective clothing and equipment as needed to maintain their effectiveness.

(f) An employee shall wear gloves if there is a reasonable anticipation of direct skin contact with blood, other potentially infectious material, mucous membranes, or nonintact skin of patients; when performing vascular access procedures, except as specified in subdivision (g) of this subrule; and when handling items or surfaces that are soiled with blood or other potentially infectious material.

Disposable (single-use) gloves, such as surgical or examination gloves, shall be replaced as soon as practical if contaminated or as soon as feasible if torn, punctured, or ineffective as barriers. Disposable gloves shall not be washed or decontaminated for reuse. Utility gloves shall be discarded if any are cracked, peeling, discolored, torn, or punctured or exhibit other signs of deterioration, but may be decontaminated for reuse if the integrity of the glove is maintained.

(g) If an employer of a volunteer blood donation center judges that routine gloving for all phlebotomies is not necessary, the employer shall do all of the following:

- (i) Periodically reevaluate this policy.
- (ii) Make appropriate gloves available to all employees who wish to use them for phlebotomy.
- (iii) Not discourage the use of gloves for phlebotomy.
- (iv) Require that gloves be used for phlebotomy in the following circumstances:

(A) When the employee has cuts, scratches, or other breaks in the skin on his or her hands or wrists.

(B) When the employee judges that hand contamination with blood may occur, for example, when performing phlebotomy on an uncooperative patient.

(C) When the employee is receiving training in phlebotomy.

(h) Employees shall wear masks and eye protection or chin-length face shields as appropriate if splashes, sprays, spatters, droplets, or aerosols of blood or other potentially infectious material may be generated and if there is a likelihood for eye, nose, or mouth contamination.

(i) Employees shall wear gowns, lab coats, aprons, clinic jackets, or similar outer garments where appropriate if there is a reasonably anticipated exposure. Such clothing shall protect all areas of exposed skin that have a significant likelihood for contamination. The type of characteristics will depend upon the task and degree of exposure anticipated.

(j) Employees shall wear surgical caps or hoods and shoe covers or boots where appropriate if there is a reasonable anticipation of gross contamination, for example, in autopsies and orthopedic surgery.

**R 325.70009 Housekeeping.**

**Rule 9.** (1) An employer shall assure that the worksite is maintained in a clean and sanitary condition. An employer shall determine and implement an appropriate written schedule for cleaning and for the method of decontamination based on all of the following:

- (a) The location within a facility.
- (b) The type of surface to be cleaned.
- (c) The type of soil present.
- (d) The tasks or procedures being performed.



(2) All equipment and environmental and working surfaces shall be maintained in a sanitary condition as follows:

(a) Work surfaces shall be cleaned and appropriately decontaminated with an appropriate disinfectant in all of the following instances:

(i) After completion of procedures.

(ii) When surfaces are overtly contaminated.

(iii) Immediately when blood or other potentially infectious material is spilled.

(iv) At the end of the work shift if the surface may have become contaminated since the last cleaning. See appendix A for supplemental information.

(b) Protective coverings such as plastic wrap, aluminum foil, or plastic-backed, absorbent paper may be used to cover equipment and environmental surfaces. These coverings shall be removed and replaced at the end of the work shift if contaminated or as soon as feasible when they become overly contaminated.

(c) Equipment that may become contaminated with blood or other potentially infectious material shall be examined before servicing or shipping and shall be decontaminated as necessary unless the employer can demonstrate that decontamination is not feasible. If decontamination is not feasible, the employer shall ensure that a readily observable label which states the portions of the equipment that remain contaminated and that is in compliance with R 325.70014(2)(h) is attached to the equipment. The employer shall ensure that all affected employees, the servicing representative, or the manufacturer, as appropriate, is notified that equipment decontamination is not feasible and is notified of the portions of the equipment that remain contaminated before handling, servicing, or shipping so that appropriate precautions will be taken.

(d) All bins, pails, cans, and similar receptacles that are intended for reuse and that have a reasonable likelihood for becoming contaminated with blood and other potentially infectious material shall be inspected and decontaminated on a regularly scheduled basis and shall be cleaned and decontaminated immediately, or as soon as possible, upon visible contamination.

(e) Broken glassware that may be contaminated shall not be picked up directly with the hands. It shall be cleaned up using mechanical means, such as a brush and dust pan, tongs, cotton swabs, or forceps.

(f) Specimens of blood or other potentially infectious material shall be placed in a closable leakproof container during collection, handling, processing, storing, transporting, or shipping. If contamination of the outside of a primary container is likely, a second leakproof container shall be placed over the outside of the first and closed to prevent leakage during handling, processing, storing, transporting, or shipping. If puncture of the primary container is likely, then the primary container shall be placed within a leakproof, puncture-resistant secondary container. All containers shall be labeled or color-coded in accordance with R 325.70014.

(g) Reusable sharps that are contaminated with blood or other potentially infectious materials shall not be stored or processed in a manner that requires employees to reach by hand into the containers where these sharps have been placed.

#### **R 325.70010 Regulated waste disposal.**

**Rule 10.** (1) All regulated waste that is being disposed of shall be placed in closable, leakproof containers or bags that are color-coded or labeled as required by the provisions of R 325.70014. If outside contamination of the container or bag is likely to occur, then a second leakproof container or bag that is closable and labeled or color-coded shall be placed over the outside of the first and closed to prevent leakage during handling, storage, and transport.

(2) Immediately after use, contaminated sharps shall be disposed of in closable, leakproof, puncture-resistant, disposable containers that are labeled or color-coded according to the provisions of R 325.70014. These containers shall be easily accessible to personnel; shall be located in the immediate area of use or where sharps are likely to be found, unless needles are mechanically recapped and transported through nonpublic corridors to the container; and shall be replaced routinely and not allowed to overfill.

(3) The disposal of all medical waste shall be in compliance with the provisions of sections 13801 to 13831 of Act No. 368 of the Public Acts of 1978, as amended, being §§333.13801 to 333.13831 of the Michigan Compiled Laws, and known as the medical waste regulatory act.

#### **R 325.70011 Laundry.**

**Rule 11.** (1) Laundry that is or may be soiled with blood or other potentially infectious material or that may contain contaminated sharps shall be treated as if it were contaminated and shall be handled as little as possible with a minimum of agitation.

(2) Contaminated laundry shall be bagged at the location where it was used and shall not be sorted or rinsed in areas where patients are cared for.

(3) Contaminated laundry shall be placed and transported in bags or containers labeled or color-coded in accordance with R 325.70014. If laundry is wet and presents the likelihood for soaking through or leaking from the bag, it shall be placed and transported in leakproof bags.

(4) An employer shall ensure that laundry workers wear protective gloves and other appropriate personal protective work clothing while handling contaminated laundry.

(5) When an employer follows universal precautions in the handling of all soiled laundry, alternative labeling or color coding is sufficient if it permits all employees to recognize the containers that are required to be in compliance with universal precautions.

(6) When an employer ships contaminated laundry off-site to a facility that does not use universal precautions in the handling of all laundry, the shipping employer shall use bags or containers that are labeled or color-coded in accordance with R 325.70014.

**R 325.70012 HIV and HBV research laboratories and production facilities.**

**Rule 12.** (1) This rule applies to research laboratories and production facilities that are engaged in the culture, production, concentration, experimentation, and manipulation of HIV and HBV. This rule applies to such laboratories and facilities in addition to the other requirements of these rules. This rule does not apply to clinical or diagnostic laboratories that are engaged solely in the analysis of blood, tissues, or organs.

(2) Research laboratories and production facilities shall be in compliance with all of the following requirements:

(a) All infectious liquid or solid waste shall be incinerated or decontaminated by a method known to effectively destroy bloodborne pathogens before being disposed of.

(b) Laboratory doors shall be kept closed when work involving HIV or HBV is in progress.

(c) Contaminated materials that are to be decontaminated at a site away from the work area shall be placed in a durable, leakproof, labeled or color-coded container that is closed before being removed from the work area.

(d) Access to the work area shall be limited to authorized persons only. Written policies and procedures shall be established whereby only persons who have been advised of the biohazard, who meet any specific entry requirements, and who comply with all entry and exit procedures shall be allowed to enter the work areas and animal rooms.

(e) When other potentially infectious material or infected animals are present in the work area or containment module, a hazard warning sign that incorporates the universal biohazard symbol shall be posted on all access doors. The hazard warning sign shall be in compliance with the provisions of R 325.70014(1).

(f) All activities that involve other potentially infectious material shall be conducted in biological safety cabinets or other physical containment devices within the containment module. Work with such material shall not be conducted on the open bench.

(g) Laboratory coats, gowns, smocks, uniforms, or other appropriate protective clothing shall be used in the work area and animal rooms. Protective clothing shall not be worn outside of the work area and shall be decontaminated before being laundered.

(h) Special care shall be taken to avoid skin contamination with other potentially infectious materials. Gloves shall be worn when handling infected animals and when making contact with other potentially infectious materials is unavoidable.

(i) All waste from work areas, including animal rooms, shall be incinerated or decontaminated by a method known to effectively destroy bloodborne pathogens before disposal.

(j) Vacuum lines shall be protected with high-efficiency particulate air (HEPA) filters, or equivalent filters, and liquid disinfectant traps. Filters and traps shall be checked routinely and maintained or replaced as necessary.

(k) Hypodermic needles, syringes, and other sharp instruments shall be used only when a safer alternate technique is not feasible. Only needle-locking syringes or disposable syringe with needle units that have a needle as an integral part of the syringe shall be used for the injection or aspiration of other potentially infectious material. Extreme caution shall be used when handling needles and syringes to avoid autoinoculation and the generation of aerosols during use and disposal. A needle shall not be bent, sheared, replaced in the sheath or guard, or removed from the syringe after being used. The needle and syringe shall be promptly placed in a puncture-resistant container and decontaminated, preferably by autoclaving, before being discarded or reused.

(l) A spill or accident that results in an exposure incident shall be immediately reported to the laboratory director or another responsible person. Spills shall immediately be contained and cleaned up by appropriate professional staff who are trained and equipped to work with potentially concentrated infectious material.

(m) A biosafety manual shall be prepared or adopted and reviewed and updated at least annually. Personnel shall be advised of potential hazards and shall be required to read and follow instructions on practices and procedures.

(n) Both of the following containment equipment requirements shall be complied with:

(i) Class I, II, or III certified biological safety cabinets or other appropriate combinations of personal protection or physical containment devices, such as any of the following, shall be used for all activities with other potentially infectious material that poses a threat of exposure to droplets, splashes, spills, or aerosols:

(A) Special protective clothing.

(B) Respirators.

(C) Centrifuge safety cups.

(D) Sealed centrifuge rotors.

(E) Containment caging for animals.

(ii) Biological safety cabinets shall be certified when installed, at least annually, and when they are relocated.

(3) HIV and HBV research laboratories shall be in compliance with both of the following requirements:

(a) Each laboratory shall contain a sink for washing hands and an eye wash station that are readily available in the work area.

(b) An autoclave for the decontamination of regulated wastes shall be available.



(4) HIV and HBV production facilities shall be in compliance with all of the following requirements:

(a) The work areas shall be separated from areas that are open to an unrestricted traffic flow within the building. Passage through 2 sets of doors shall be the basic requirement for entry into the work area from access corridors or other contiguous areas. Physical separation of the high-containment work area from access corridors or other areas or activities may also be provided by a double-doored room for changing clothes, an airlock, or other access facility that requires passing through 2 sets of doors before entering the work area. Showers may be included as part of the changing room.

(b) The interior surfaces of walls, floors, and ceilings shall be water-resistant so that they can be easily cleaned. Penetrations in these surfaces shall be sealed or capable of being sealed to facilitate decontamination of the work area.

(c) Each work area shall contain a sink for washing hands. The sink shall be foot-operated, elbow operated, or automatically operated and shall be located near the exit door of the work area.

(d) Access doors to the work area or containment module shall be self-closing.

(e) An autoclave for the decontamination of infectious wastes shall be available within, or as near as possible to, the work area.

(f) A ducted exhaust air ventilation system shall be provided. This system shall create directional airflow that draws air into the work area through the entry area. The exhaust air shall not be recirculated to any other area of the building, shall be discharged to the outside, and shall be dispersed away from occupied areas and air intakes. The proper direction of the airflow into the work area shall be verified.

(5) Additional training requirements for employees in HIV and HBV research laboratories and HIV and HBV production facilities are specified in R 325.70016(6).

#### **R 325.70013 Vaccinations and postexposure follow-up.**

**Rule 13.** (1) An employer shall assure that all medical evaluations are procedures that are performed by or under the supervision of a licensed physician or other licensed health care professional and that all laboratory tests are conducted by an accredited laboratory.

(2) An employer shall assure that all evaluations, procedures, vaccinations, and postexposure prophylaxes are provided without cost to the employee, at a reasonable time and place, and according to current recommendations of the United States public health service, unless in conflict with this rule.

(3) An employer shall assure that all employees will receive appropriate counseling with regard to medical risks and benefits before undergoing any evaluations, procedures, vaccinations, or postexposure prophylaxes.

(4) Within 10 working days of the time of initial assignment and after the employee has received training required by R 325.70016(5)(i), an employer shall make all of the following available to each category A employee:

(a) A hepatitis B vaccination. If an employee initially declines vaccination, but at a later date, while still covered under these rules, decides to accept the HBV vaccine, the employer shall provide the vaccine at that time. If a booster dose or doses are recommended by the United States public health service at a future date, the booster dose or doses shall be made available.

(b) If an employee has previously received the complete HBV vaccination series, is found to be immune to HBV by virtue of adequate antibody titer, or the vaccine is contraindicated for medical reasons, then the employer is not required to offer the HBV vaccine to that employee.

(c) An employer shall not make participation in a prescreening program a prerequisite for receiving hepatitis B vaccination.

(d) An employer shall assure that an employee who declines to accept hepatitis B vaccination signs a waiver statement with all of the following provisions:

(i) Understanding of risk.

(ii) Acknowledgment of opportunity of vaccination at no cost.

(iii) Declining vaccination.

(iv) Future availability of vaccination at no cost if desired, if still in at-risk status. See appendix B for a sample of an acceptable waiver statement.

(5) An employer shall provide each exposed employee with an opportunity to have a confidential medical evaluation and follow-up subsequent to a reported occupational exposure incident to blood or other potentially infectious material. The evaluation and follow-up shall include, at a minimum, all of the following elements:

(a) Documentation of the route or routes of exposure and the circumstances under which the exposure incident occurred.

(b) Identification and documentation of the source individual, unless the employer can establish that identification is infeasible or prohibited by state or local law, shall include all of the following:

(i) The source individual's blood shall be tested as soon as feasible and after consent is obtained to determine HBV and HIV infectivity. If consent is not obtained, the employer shall establish that legally required consent cannot be obtained. If the source individual's consent is not required by law, his or her blood, if available, shall be tested and the results documented.

(ii) If the source individual is already known to be infected with HBV or HIV, testing need not be repeated.

(iii) Results of the source individual's testing shall be made available to the exposed employee, and the employee shall be informed of applicable laws and regulations concerning disclosure of the identity and infectious status of the source individual.

(c) Collection and testing of blood or HBV and HIV serological status shall include both of the following:

(i) The exposed employee's blood shall be collected as soon as feasible and tested after consent is obtained.

(ii) If the exposed employee consents to baseline blood collection, but not to HIV testing at that time, the sample shall be preserved for not less than 90 days. If within the 90 days the employee elects to have the baseline sample tested, such testing shall be done as soon as feasible.

(d) Postexposure prophylaxis, when medically indicated, as recommended by the United States public health service.

(e) Counseling on risk reduction and the risks and benefits of HIV testing in accordance with state law.

(f) Evaluation of reported illnesses.

(6) An employer shall ensure that the health care professional who is responsible for the hepatitis B Vaccination is provided with a copy of these rules and appendices. An employer shall ensure that the health care professional who evaluates an employee after an exposure incident is provided with all of the following information:

(a) A description of the affected employee's duties as they relate to the employee's exposure incident.

(b) Documentation of the route or routes of exposure and the circumstances under which exposure occurred.

(c) Results of the source individual's blood testing, if available.

(d) All medical records that are relevant to the appropriate treatment of the employee, including vaccination status, and that are the employer's responsibility to maintain.

(7) For each evaluation pursuant to the provisions of this rule, an employer shall obtain, and provide an employee with a copy of, the evaluating health care professional's written opinion within 15 working days of the completion of the evaluation. The written opinion shall be limited to the following information:


(a) Whether hepatitis B vaccination is indicated for an employee and if the employee has received such vaccination.

(b) A statement that the employee has been informed of the results of the medical evaluation and that the employee has been told about any medical conditions that have resulted from exposure to blood or other potentially infectious material and that require further evaluation or treatment. The written opinion obtained by the employer shall not reveal specific findings or diagnoses that are unrelated to the employee's ability to wear protective clothing and equipment or receive vaccinations. Such findings and diagnoses shall remain confidential.

(8) Medical records that are required by these rules shall be maintained in accordance with R 325.70015.

#### **R 325.70014 Communication of hazards to employees.**

**Rule 14.** (1) An employer shall post signs at the entrance to work areas specified in R 325.70012. The signs shall bear the following legend:

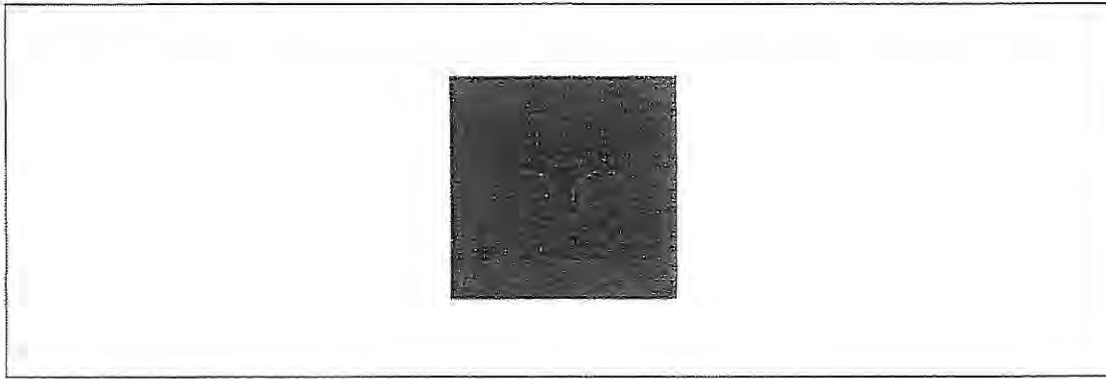

[Name of infectious agent]
[Special requirements for entering the area]
[Name and telephone number of the laboratory director or other responsible person]

These signs shall be fluorescent orange-red with lettering and symbols in a contrasting color.

(2) Labels shall be in compliance with all of the following requirements:

(a) Warning labels shall be affixed to containers of regulated waste, refrigerators and freezers that contain blood or other potentially infectious material, and other containers that are used to store or transport blood or other potentially infectious material, except as provided in subdivision (e) or (f) of this subrule.

(b) Labels that are required pursuant to this rule shall include the follow legend:



(c) Labels shall be fluorescent orange or orange-red or predominately orange or orange-red, with lettering or symbols in a contrasting color.

(d) Labels shall either be an integral part of the container or shall be affixed as close as safely possible to the container by string, wire, or adhesive or by another method that prevents the loss of labels or the unintentional removal of labels.

(e) Red bags or red containers may be substituted for labels.

(f) Containers of blood, blood components, or blood products that are labeled as to their contents and that have been released for transfusion or other clinical use are exempted from the labeling requirements of this rule.

(g) Individual containers of blood or other potentially infectious materials that are placed in a labeled container during storage, transport, shipment, or disposal are exempted from labeling requirements.

(h) Labels required for contaminated equipment shall be in accordance this subrule and shall also describe which portions of the equipment remain contaminated.

(i) Regulated waste that has been decontaminated need not be labeled or color-coded.

#### **R 325.70015 Recordkeeping.**

**Rule 15.** (1) An employer shall establish and maintain medical records for each category A employee in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(2) An employer shall ensure that medical records contain, at a minimum, all of the following information:

(a) The name and social security number of the employee.

(b) A copy of the employee's hepatitis B vaccination status, including the dates administered and medical records relating to the employee's ability to receive a vaccination as required by R 325.70013.

(c) A copy of all results of examinations, medical testing, and follow-up procedures as required by R 325.70013.

(d) The employer's copy of the physician's written opinion.

(e) A copy of the information provided to the physician as required by R 325.70013(6).

(3) An employer shall assure that employee medical records that are required by this rule are kept confidential and are not disclosed or reported without the employee's express written consent to any person within or outside the workplace, except as required by this rule or as may be required or permitted by law.

(4) An employer shall maintain employee medical records for not less than the duration of employment plus 30 years in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(5) An employer shall develop and maintain training records for each category A employee. Training records shall be maintained for 3 years beyond the date that the training occurred.

(6) Training records shall include all of the following information:

(a) The dates of the training sessions.

(b) The contents or a summary of the training sessions.

(c) The names and qualifications of persons who conduct the training.

(d) The names and job titles of all persons who attend the training sessions.

(7) An employer shall assure that all records that are required to be maintained by these rules shall be made available, upon request, to representatives of the department or the director for examination and copying.

(8) An employer shall ensure that employee training records are provided, upon request, for examination and copying to employees, employee representatives, and the director in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.



(9) An employer shall ensure that employee medical records are provided, upon request, for examination and copying to the subject employee, to anyone who has the written consent of the subject employee, and to the director in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(10) An employer shall comply with the requirements that involve the transfer of records in Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(11) All of the following provisions apply to a sharps injury log:

(a) An employer shall establish and maintain a sharps injury log for the recording of percutaneous injuries from contaminated sharps. The information in the sharps injury log shall be recorded and maintained in a manner that protects the confidentiality of the injured employee. At a minimum, a sharps injury log shall contain all of the following information:

(i) The type and brand of device involved in the incident.

(ii) The work unit or work area where the exposure incident occurred.

(iii) An explanation of how the incident occurred.

(b) The requirement to establish and maintain a sharps injury log applies to any employer who is required to maintain a log of occupational injuries and illnesses as prescribed in MIOSHA Standard Part 11. "Recording and Reporting of Occupational Injuries and Illnesses," as referenced in R 325.70001a.

(c) A sharps injury log shall be maintained for the period required as prescribed in MIOSHA Standard Part 11. "Recording and Reporting of Occupational Injuries and Illnesses," as referenced in R 325.70001a.

#### **R 325.70016 Information and training.**

**Rule 16.** (1) An employer shall ensure that all category A employees participate in a training program provided at no cost to the employees and during working hours.

(2) Training shall be provided at the time of initial assignment to category A work or within 90 days after the effective date of these rules, whichever is later, and at least annually thereafter. If an employee has received training on bloodborne pathogens in the year preceding the effective date of these rules, only training with respect to requirements of this rule that were not included in the previous training need to be provided.

(3) An employer shall provide additional training when changes, such as the modification of tasks or procedures or the institution of new tasks or procedures, affect an employee's occupational exposure. The additional training may be limited to addressing the new exposures created.

(4) Material appropriate in content and vocabulary to the educational level, literacy, and language background of employees shall be used.

(5) The training program shall contain all of the following elements:

(a) Accessibility of the copy of these rules and an explanation of the contents of these rules, including appendices.

(b) A general explanation of the epidemiology and symptoms of bloodborne diseases.

(c) An explanation of the modes of transmission of bloodborne pathogens.

(d) An explanation of the employer's exposure control plan, including the standard operating procedures, and how an employee can access the written plan.

(e) An explanation of the appropriate methods for recognizing tasks and other activities that may involve exposure to blood and other potentially infectious material.

(f) An explanation of the use and limitations of practices that will prevent or reduce exposure, including appropriate engineering controls, work practices, and personal protective equipment.

(g) Information on all of the following with respect to personal protective clothing and equipment:

(i) Types.

(ii) Proper use.

(iii) Limitations.

(iv) Location.

(v) Removal.

(vi) Handling.

(vii) Decontamination.

(viii) Disposal.

(h) An explanation of the basis for selecting protective clothing and equipment.

(i) Information on the hepatitis B vaccine and postexposure prophylaxis, including all of the following information:

(i) Availability.

(ii) Efficacy.

(iii) Safety.

(iv) The benefits of being vaccinated.

(v) Method of administration.

(vi) That vaccination is free of charge.

(j) Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious material.

(k) An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident, and the medical follow-up and counseling that will be made available.

(l) An explanation of the signs and labels or color coding required by R 325.70014.

(6) Employees in HIV or HBV research laboratories and HIV/HBV production facilities shall receive the following initial training in addition to the training requirements specified in subrule (5) of this rule:

(a) Employees shall be trained in, and demonstrate proficiency in, standard microbiological practices and techniques and in the practices and operations specific to the facility before being allowed to work with HIV and HBV.

(b) Employees shall be experienced in the handling of human pathogens or tissue cultures before working with HIV and HBV.

(c) A training program shall be provided to employees who have not had experience in handling human pathogens. Initial work activities shall not include the handling of infectious agents. A progression of work activities shall be assigned as techniques are learned and proficiency is developed. An employee shall participate in work activities that involve infectious agents only after proficiency has been demonstrated.

(7) Training shall be conducted in the following manner:

(a) At the time of initial assignment to tasks where occupational exposure may take place and at least annually thereafter.

(b) Training sessions shall afford employees ample opportunity for discussion and the answering of questions by a knowledgeable trainer.

(c) The person conducting the training shall be knowledgeable in the subject matter covered by the elements contained in the training program as it relates to the workplace that the training will address.

R 325.70017 Rescinded.

R 325.70018 Rescinded.

## APPENDIX A INFORMATION SHEET

### Occupations with Potential for Exposure

The hazard of exposure to infectious materials affects employees in many types of employment and is not restricted to the healthcare industry. In the list below are a number of job classifications that may be associated with tasks that have occupational exposure to blood and other potentially infectious materials. The scope of the standard is not limited to employees in these jobs. At the same time, employees in the following jobs are not automatically covered unless they have reasonably anticipated occupational exposure:

Barbers  
Beauticians  
Chiropractors  
Correctional officers  
Day care center workers  
Dental care workers  
Dentists  
Dialysis personnel  
Emergency medical technicians  
Fire fighters  
Foster home workers  
Health care facility support staff  
Housekeepers  
Institutional home workers  
Janitors  
Laboratory workers  
Laundry workers

Law enforcement employees assigned to provide emergency first aid  
Maintenance workers  
Medical assistants  
Medical health residential workers  
Morticians  
Nursing personnel (professional and nonprofessional)  
Optometrists  
Paramedics  
Phlebotomists  
Physician assistants  
Physicians  
Plumbers  
Podiatrists  
Police officers  
Tattooists

## **Addresses**

### **Centers for Disease Control CDC and Michigan Department of Licensing and Regulatory Affairs**

For current guidelines, contact:

National Prevention Information Network  
P.O. Box 6003  
Rockville, Maryland 20850  
Phone: 1-800-458-5231  
Internet Address: [www.cdcnpin.org](http://www.cdcnpin.org)  
E-mail Address: [info@cdcnpin.org](mailto:info@cdcnpin.org)

and

Michigan Department of Licensing and Regulatory Affairs  
General Industry Safety & Health Division  
P.O. Box 30644  
Lansing, Michigan 48909-8144  
Phone: (517) 322-1831  
Internet Address: [www.michigan/miosha](http://www.michigan/miosha)

## **Engineering Controls**

Engineering controls including ventilation systems and enclosures such as glove boxes, ventilation cabinets, laboratory hoods and tight fitting lids SHOULD be used to effectively isolate and contain spatters, splashes, mists and aerosols of blood, and other potentially infectious material generated from tissue homogenizers, sonicators, vortex mixers, centrifuges and other items capable of generating splashes, spatters, mists and aerosols. Engineering controls such as self-retracting needles, self-sealing capillary tubes and break resistant tubes should be used to prevent contact with blood or other potentially infectious material.

## **Disinfectants**

Appropriate disinfectants for hospital cleaning including sodium hypochlorite diluted between 1:10 and 1:100 with water or other equally effective disinfectant. Antiseptics available and safe for hands include alcoholic foam cleansers, disposable alcoholic tissue wipes, or even washcloths soaked with 70-90% alcohol. It should be noted that waterless antiseptics are most effective in the absence of gross soil.

## **Occupations Requiring Tear and Puncture Resistant Gloves**

Some occupations which may require tear and puncture resistant gloves are morticians, pathologists, mortuary workers, emergency medical technicians, corrections officers, fire fighters, police officers and other law enforcement occupations.

## **Gloves**

Hypoallergenic gloves may include latex but should not be limited to latex and the new improved glove types (such as vinyl) may be available on the market in the future.

Inappropriate "baggy" gloves, for example, as used by bakers, etc., are not meant for contact with blood of the potentially infectious material.



**APPENDIX B**  
**SAMPLE WAIVER STATEMENT WHEN AN EMPLOYEE DECLINES THE HEPATITIS B VACCINATION**

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Employee Name (print): \_\_\_\_\_

Employee Signature: \_\_\_\_\_

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



Michigan Occupational Safety and Health Administration  
PO Box 30643  
Lansing, Michigan 48909-8143  
Ph: 517-284-7740

The Department of Licensing and Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.



## Part 554 Bloodborne Infectious Diseases Standard Requirements for Training

Initial and annual training is required for all part-time, temporary and full-time employees exposed to blood or other potentially infectious material. Requirements for this training are delineated in the bloodborne infectious diseases rules and are discussed below.

First, training must be conducted at the time of initial assignment or prior to any exposure. If new or revised tasks or procedures are instituted at a future date, then additional training must be given prior to their implementation.

### **Trainer Qualifications**

The person conducting the training must be knowledgeable in the subject matter. In addition to demonstrating expertise in the area of occupational health and the transmission of bloodborne pathogens, the trainer must be familiar with the manner in which the elements in the training program relate to the particular workplace. Specialized courses or degree programs would aid in certifying the trainer's knowledge. Persons with strong medical backgrounds such as healthcare professionals (i.e., nurses, physicians and their assistants, infection control practitioners, emergency medical technicians, dental professionals, industrial hygienists and epidemiologists) are good candidates for trainers as long as they are knowledgeable in the subject matter.

A question and answer period must be provided in the training session. The trainer must present the training in a manner appropriate to the employee's educational, literacy and language background so that the employee understands the training.

### **Training Content**

In addition to the above requirements for training, the content of the training program is regulated. An overview of the bloodborne infectious diseases rules is required. A basic understanding of the reasons for the rules including an explanation of the epidemiology and symptoms of bloodborne disease and their modes of transmission is required. Current statistics regarding the epidemiology of the bloodborne pathogens can be requested from the Communicable Disease Epidemiology Division, Michigan Department of Community Health, P.O. Box 30035, 3500 North Martin Luther King, Jr., Boulevard, Lansing, Michigan 48909 or call (517)335-8165.

The trainer should present information on the more common bloodborne diseases including hepatitis B, AIDS, hepatitis C and syphilis. The modes of transmission should include both those common to the workplace (i.e., needle punctures, contact with non-intact skin, splashes and splatters into the eyes, nose or mouth) and personal risk factors (i.e. sexual activity and intravenous drug abuse). The employee must be trained to recognize those work tasks which



could result in exposure such as tasks which result in direct contact with street clothing or skin, or result in splashing and splattering into the eyes, nose or mouth.

To minimize exposure, employers must include non-managerial, exposed employees in the identification, selection and evaluation of appropriate, commercially available and effective safer medical devices. Effective training on new techniques and practices regarding the selected safer medical devices is required. Hands-on training is particularly recommended. Prohibited work practices must be communicated (i.e., no eating or drinking in contaminated areas).

If safer medical devices and work practice controls have not eliminated exposure, personal protective equipment (PPE) is required. PPE training must include the basis for selection, use and limitations. For example, single use examination gloves for blood drawing or utility gloves for blood cleanup would be necessary for use in differing tasks. Information on the types, proper use, location, removal, handling, decontamination and disposal of personal protective equipment must also be detailed.

Information on the hepatitis B vaccination including information on its efficacy, safety, method of administration, the benefits of being vaccinated and that the vaccine and vaccination will be offered free of charge also needs to be included in the training program. Additionally, information on postexposure evaluation and follow-up and procedures to follow if an exposure incident occurs shall be provided. The trainer needs to keep current with information from the U.S. Public Health Service Centers for Disease Control and Prevention (CDC). Publications such as the Morbidity and Mortality Weekly Report can be easily accessed at the following CDC website: [www.cdc.gov/eпо/mmwr](http://www.cdc.gov/eпо/mmwr) regarding these requirements.

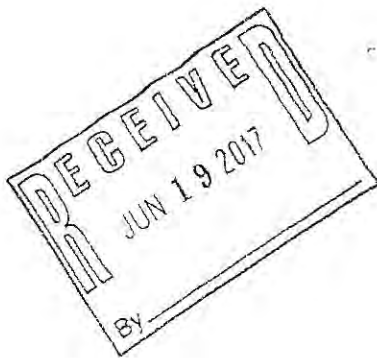
Other elements of the training program include information on emergencies which the employee may encounter during work and an explanation of signs, labels or color coding as required by the rules. Finally, an explanation of the employer's exposure control plan and where to obtain it is required.

### **Training Records**

Training records must also be maintained by employers. These records must include dates of the training sessions, contents or a summary of the training sessions, names and qualifications of the trainers and the names and job titles of all persons attending the training sessions. Records must be maintained for 3 years from the date of training and must be provided upon request for examination and copying to employees, employee representatives and the Michigan Department of Consumer and Industry Services. To obtain additional information related to the Bloodborne Infectious Diseases standard contact the Michigan Department of Labor and Economic Growth, Michigan Occupational Safety and Health Administration, Consultation Education and Training: (517) 322-1809.

## **ATTACHMENT G**

(Approved Budget FY 2017 – 2018)



Genesee County Legal Assistance Services  
Legal Services of Eastern Michigan  
October 1, 2017 to September 30, 2018

	<u>Annual Cost</u>
<u>Labor Costs</u>	
Senior Attorney	56,275
Paralegal	<u>12,435</u>
Total Labor Costs	68,710
 <u>Supplies/Printing</u>	 1,370
 <u>Direct Costs</u>	
Training/Library	500
Travel (1,250 mi @ .535)	<u>670</u>
Total Direct Costs	1,170
 <u>Indirect Costs (Overhead)</u>	
Phone/Fax	1,750
Office Space	<u>5,100</u>
Total Indirect Costs	6,850
 <u>Administrative (Labor)</u>	 4,400
 <b>Total Annual Cost</b>	 <b>82,500</b>
 <b>Price per one delivery unit</b>	 <b>39.66</b>

## **Attachment H**



## GENESEE COUNTY TRAVEL REGULATIONS

### 1. General

APPLIES TO: These regulations shall govern all County Officials, personnel employed by the County of Genesee, and any other person who submits a voucher to the County for reimbursement of travel expenses.

### 2. Overnight Travel – Must be Approved by the Genesee County Board of Commissioners in Advance

Overnight travel is defined as: staying away from an individual's home for one or more nights, whether in or out of the state or country. When in-state travel is within reasonable commuting distance and time, and is less expensive in total, then an individual will commute.

#### (1) Transportation.

- (a) The expense of traveling by public carrier (rail, airplane or boat) will be allowed on the basis of actual cost. All travelers are expected to travel by the most economical mode of transportation.
- (b) Personnel traveling by airline shall depart from Bishop International Airport if the cost of the airline passenger ticket is no greater than the cost of a similar airline passenger ticket for departure from an alternative airport (the expenses involved in travel to and from such alternative airport, together with any expense of parking a motor vehicle involved in such travel, are to be considered as part of such cost), unless use of Bishop International Airport would involve significant scheduling difficulty.
- (c) When more than one person is attending an overnight or one day authorized conference, seminar or out-of-town meeting, arrangements will be made so that transportation to and from the conference will be shared by those individuals attending.

#### (2) Lodging, Meals, Other Expenses

- (a) The County will pay a maximum base room rate of \$199. If a traveler wishes to acquire preferred lodging at a higher cost than the \$199 base room rate, then the traveler is responsible for the payment of the monetary difference between cost of the lodging and the above rate.
- (b) Whenever meals are served on plane flights which are two or more hours or whenever meals are included in registration fees in which the traveler does not have a valid excuse for not attending, then the traveler shall not be entitled to any meal allowance for those particular meals. This deduction will be computed at the rate of \$6.00 for breakfast, \$9.00 for lunch, and \$15.00 for dinner.
- (c) The maximum daily meal allowances for official travel in-state and out-of-state shall be a maximum of \$30.00 per day. The traveler will not be reimbursed for non-County travelers (spouse, members of a family, friends, etc.).
- (d) The maximum daily tips for meals allowable will be 15 percent of actual meal cost.

### 3. One Day Conferences, Seminars, Workshops, Meetings and Other Travel In or Out of Genesee County

- (1) *Conferences, Seminars and Workshops.* The County will not pay for any meals unless included as part of the registration fee. Each employee will be responsible for their own meals regardless of departure and arrival times.
- (2) *Meetings.* Meals served during, before, or after a business meeting will not be reimbursable except with prior approval.
- (3) *Other Travel.* Meals acquired during normal work related travel will not be reimbursed by the County.

### 4. Individual Car Mileage

The mileage rate for the use of a privately owned automobile on business shall be the rate established by the Internal Revenue Service.

**CONTRACT BETWEEN**

**THE COUNTY OF GENESEE**

Acting By and Through  
**Genesee County Office of Senior Services ("GCOS")**  
**Room 361, Genesee County Administration Building**  
**1101 Beach Street, Flint, Michigan 48502**

Hereinafter referred to as the **"COUNTY"**

and

**LEGAL SERVICES OF EASTERN MICHIGAN**

**436 South Saginaw Street**  
**Flint, Michigan 48502**

Hereinafter referred to as the **"CONTRACTOR"**

**For the period from October 1, 2017 through September 30, 2018**

**Whereas**, the COUNTY and the CONTRACTOR previously entered into a Contract for a Program of Services titled "Legal Services for the Genesee County Office of Senior Services" (hereinafter referred to as "Services"); with an effective date of October 1, 2015 through September 30, 2016 ("the Contract") and

**Whereas**, the COUNTY elects to exercise its option as provided for the in the Request for Proposals to which the CONTRACTOR responded, by extending the Contract for a final year; and

**Whereas**, the parties agree to enter into the Contract for the continued provision of Services set forth herein;

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

**A. PURPOSE:**

This Contract is entered into for the purpose of retaining CONTRACTOR to provide Legal Services funded by Senior Citizen Services millage dollars to individuals 60 years of age or older who reside in Genesee County.

**B. THE CONTRACTOR AGREES:**

1. To accept the terms of this Contract and to undertake, perform and complete the Services described in RFP # 15-048 and Addenda ("the RFP"), and in CONTRACTOR'S Proposal in response to RFP # 15-048 ("Proposal"), which are hereby incorporated into this Contract by reference and included as Attachments A and B, respectively, and in CONTRACTOR'S budget, included as Attachment G to this Contract. If a conflict exists between this document and those incorporated by reference, this document governs.

2. That this Contract is effective for the term stated upon approval by the Genesee County Board of Commissioners.
3. To provide proof of insurances as required in Section 8 of the RFP within 15 days of the signing of this contract. Endorsements naming the COUNTY as an additional insured must be provided prior to initiation of Services. This provision may be satisfied by verification and proof of a "Blanket Additional Insurance Contract Form or Endorsement" provided with the Insurance Certificates. Documentation provided under this subparagraph will include a statement by the insurer that the COUNTY will be notified of any and all insurance cancellation at least 30 days prior to the effective date of cancellation of the respective policies. However, cancellation for non-payment of premium shall be noticed a minimum of ten days prior to cancellation.
4. To accept the conditions, requirements and obligations described and listed in Attachment C, Business Associate Agreement, if that Attachment is listed in Section D below.
5. To establish safeguards to prohibit conflicts of interest involving CONTRACTOR employees, prohibiting them from being involved in activities that are motivated by a desire for private gain for themselves or others with whom they have family, business or personal ties.
6. That failure by the COUNTY to insist upon strict adherence to any terms of this Contract shall not be considered a waiver or deprive the COUNTY of the right thereafter to insist upon strict adherence to that term, or any other term, of this Contract.
7. To provide the necessary administrative, professional and technical staff in the required ratio and number with qualifications as designated in its proposal for operation of the program.
8. That title to any approved equipment (defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$250.00 or more per unit) purchases supported in whole or in substantial part by millage funds shall vest with the County of Genesee upon acquisition. Equipment purchases not included in the submitted budget are automatically unapproved. Purchases of office furniture or furnishings are not eligible for reimbursement and are, therefore, disapproved.
9. To notify the Contract Administrator of damage, theft or replacement of any equipment purchased with Senior Millage funds within 48 hours of such occurrence. When applicable, a copy of the police report must be submitted to the Senior Administrator within two weeks of the occurrence. The CONTRACTOR further agrees to repair or replace damaged or stolen equipment or to reimburse the COUNTY with the millage funded purchase cost utilizing non-senior millage funds. Failure to repair or replace such equipment shall result in repayment to the COUNTY of the millage funded purchase cost by reducing payments to the CONTRACTOR of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.
10. To utilize all report forms as required under the RFP, as well as those included in this document as Attachment D, including the Monthly Invoice Form and the Monthly New Client Address Form (to be sent electronically each month in Excel format) and reporting formats required by the COUNTY as of the effective date of this Contract, and to provide the COUNTY with timely review and commentary on any new report forms

and reporting formats proposed for issuance thereafter. The CONTRACTOR will also provide the County an annual breakdown of financial data, regarding services provided, by Local Unit of Government (LUG).

11. To perform annual criminal background checks on paid staff or volunteers with access to personal information or that have personal contact with the senior clients. See Attachment B. The CONTRACTOR further agrees that costs associated with persons meeting the following criteria will not be paid utilizing senior millage funds:

- a. Persons having a felony conviction in this state or elsewhere within the last 10 years; or
- b. Persons having a felony charge pending in this state or elsewhere; or
- c. Persons having a misdemeanor conviction in this state or elsewhere within the last 10 years involving theft, assault, battery or drug related crimes; or
- d. Persons having a misdemeanor charge pending in this state or elsewhere involving theft, assault, battery or drug related crimes.

The COUNTY retains the right to deny reimbursement for salary requests, or recapture paid reimbursements by withholding from future requests, if it determines that the individual for whom the request is/was made falls within any of the above categories.

12. To provide annually documentation demonstrating appropriate licenses, criminal background checks, and negative tuberculosis tests for employees as specified in the RFP and subparagraph B. 11 above. The CONTRACTOR further agrees to comply with the State of Michigan Department of Labor & Economic Growth, "Occupational Health Standards Part 554 Bloodborne Infectious Diseases" (MIOSHA Part 554) including "Part 554 Bloodborne Infectious Diseases Standard Requirements for Training" using the rules provided in Attachment F to this Contract. Documentation for existing workers or volunteers shall be performed and provided to the County within fifteen days of the signing of this Contract. Testing, licenses (if appropriate) and criminal background checks for new hires or new volunteers shall be performed and provided to the County within fifteen days of their commencement.
13. To perform and provide to the COUNTY an annual financial audit of its operation by the end of the first quarter of the term of the Contract. Failure to timely provide the audit or to receive an extension of time from the Contract Administrator within which to satisfy this requirement will result in withholding of reimbursements for the performance period.
14. To include the following statement in or on all printed materials, newsletters, surveys, website, special events, programs, registration materials, advertisements, DVDs, CDs, program presentations, etc.: *"This program and/or service is funded in whole or in part by Genesee County Senior Millage funds. Your tax dollars are at work."*
15. That Senior Millage funds may not be used to provide increases in salaries or compensation packages for any employee or contractor, unless required by a collective bargaining agreement existing as of October 1, 2010 or unless a wage increase is required to comply with any state or federal minimum wage law.
16. That overnight travel funded by Senior Millage dollars shall be approved in advance by the Genesee County Board of Commissioners. The CONTRACTOR agrees to adhere to its own travel regulations or, in the absence of such acceptable regulations, to the



Genesee County Travel Regulations as set forth in Attachment H to this Contract. Notwithstanding the preceding, no overnight travel reimbursements shall be made from Senior Millage funds without prior approval of the Genesee County Board of Commissioners. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.

17. That political campaign intervention, including directly or indirectly participating in, or intervening in, any political campaign on behalf, or in opposition, of any candidate for elective public office is prohibited. Political campaign intervention includes:

- Contributing to political campaign funds;
- Making public statements of position (verbal or written) by or on behalf of the CONTRACTOR in favor of or opposition to any candidate for public office;
- Distributing statements prepared by others that favor or oppose any candidate for public office;
- Allowing a candidate to use the CONTRACTOR'S assets or facilities, if the equivalent opportunity is not provided to all other candidates;
- Making partisan comments in official publications of the CONTRACTOR or at official functions of the contractor;
- Political fund raising at the CONTRACTOR'S place of business.

Political campaign intervention does not include:

- Taking a position on public policy issues as a CONTRACTOR, so long as the message does not favor or oppose a certain candidate or otherwise violate the political campaign intervention prohibition;
- Promotion of voter registration in a non-partisan manner;
- Encouragement of voter participation in a non-partisan manner;
- Providing voter education / voter guides in a non-partisan manner;
- Non-partisan candidate forums or debates at the CONTRACTOR'S facilities;
- Candidates appearing or speaking at events of the CONTRACTOR in a non-candidate capacity;
- Supporting the Senior Millage.

18. That the CONTRACTOR is responsible for all Services performed under this Contract. If a Subcontractor is used, CONTRACTOR is the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract, regardless of who actually provides the service. CONTRACTOR shall notify COUNTY of any subcontractors to be utilized prior to their use. The COUNTY reserves the right to approve or reject any proposed subcontractor.

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

1. This Contract shall commence on October 1, 2017 and continue through September 30, 2018.
2. The COUNTY agrees to compensate the CONTRACTOR for the term of the Contract an amount not to exceed \$ 82,500.00 for costs of budgetary items described and included within the CONTRACTOR'S Proposal. Reimbursements will be disbursed on

a monthly basis at the rate and monthly maximum amount as set forth in Paragraph H.2 for the service agreed upon for the duration of the Contract term.

3. Subject to availability and other applicable conditions, the COUNTY agrees to provide funding throughout the term of this Contract.
4. The CONTRACTOR, its agents, and employees are independent contractors and are not the employees of the COUNTY.
5. CONTRACTOR is encouraged to provide its clients with the opportunity to make financial donations. All donations not limited in use by the donor must be used to provide additional services, as opposed to supporting other expenses. Donations must be reported to Genesee County on the monthly invoice form.
  - a. If donations are to be allowed, CONTRACTOR must offer this voluntary opportunity to the client in a manner that allows for the donation, or lack thereof, to remain confidential. No one shall be denied service for failing to make a donation.
  - b. CONTRACTOR must develop a written procedure for the handling of donations. This procedure must include at a minimum: daily counting and recording of donations by two individuals; method of deposit into a financial institution; monthly reconciliation of deposit records and collection records by a third party who was not involved in counting or depositing the donations.
6. That the COUNTY may, at reasonable times and without notice, visit and inspect the CONTRACTOR'S facilities and discuss or survey the CONTRACTOR'S activities with designated staff.
7. That the COUNTY, or any other representatives designated by the COUNTY, has the right to examine, upon reasonable notice, all records, books and papers related to the performance of activities which are the subject of this Contract.
8. The contract administrator for this Contract is Lynn M. Radzilowski, Senior Services Director, GCOSS, or her designee (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.

#### **D. CONTRACT ATTACHMENTS**

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

- Attachment A: RFP #15-048 and Addenda
- Attachment B: CONTRACTOR'S Response to RFP #15-048
- Attachment C: Business Associate Agreement
- Attachment D: Reporting Forms (Monthly Invoice Form & Monthly New Client Address Form)



- Attachment E: Sample Client Satisfaction Survey (CONTRACTOR may use its own form that provides this type of information)  
Attachment F: MIOSHA Part 554 Standards and Regulations  
Attachment G: Approved Budget FY 2017 – 2018  
Attachment H: Genesee County Travel Regulations

#### **E. AMENDMENTS**

1. Any changes to this Contract will be valid only if made in writing and acknowledged by all parties to this Contract.
2. This Contract, including attachments, may be amended by mutual written consent of the CONTRACTOR and the COUNTY. When submitting a proposed contract or budget amendment, the CONTRACTOR must also revise or amend its related output measures whenever the amendment results in a significant change of program scope, or as specifically required by the COUNTY, and submit copies of the revised sheets and summary description of the changes.
3. In the event that circumstances occur that are not reasonably foreseeable or are beyond the CONTRACTOR'S control which reduce or otherwise interfere with the CONTRACTOR'S ability to provide or maintain specified services or operational procedures, immediate written notification must be provided to the COUNTY and, where feasible, an amendment to this Contract negotiated.
4. Any change proposed by the CONTRACTOR which would affect the funding of any activity support in whole or in part by funds provided under this Contract must be submitted in writing to the COUNTY immediately upon determining the need for such change. The proposed change may be implemented upon receipt of written notification from the COUNTY.
5. Within thirty days after receipt of the proposed change, the COUNTY shall advise the CONTRACTOR in writing of its determination. Subsequently, the COUNTY will initiate any necessary formal amendment to the Contract for execution by the parties to the Contract.
6. Any changes proposed by the COUNTY must be agreed to in writing by the CONTRACTOR within thirty days of receipt. Upon such written agreement, the COUNTY shall initiate any necessary formal amendment as above.
7. The Contract Administrator is authorized to effect minor modifications of the work plan that do not require monetary adjustments in excess of \$ 5,000.00 without further consultation with the Genesee County Board of Commissioners.
8. The CONTRACTOR may submit a maximum of one budget amendment per quarter. All budget adjustments must be approved by the Office of Senior Services, and the Board of Commissioners, when required.

#### **F. TERMINATION**

This Contract is in full force and effect for the period specified in Section C.1 of this contract, subject to the following conditions:

1. This Contract may be terminated by either party for any reason by giving ninety days written notice to the other party stating the effective date of termination.
2. This Contract may be terminated by the COUNTY upon thirty days written notice to the CONTRACTOR due to convenience or diminution of funds.
3. This Contract may be terminated by the COUNTY upon seven days written notice should the CONTRACTOR be found to have failed to perform its services in a manner satisfactory to the COUNTY as per contract requirements. COUNTY will provide CONTRACTOR notice and a reasonable opportunity to cure service performance deemed to be non-satisfactory. However, the COUNTY shall be the sole judge of what constitutes a reasonable opportunity and non-satisfactory performance.
4. This Contract may be terminated immediately without further liability to the COUNTY if the CONTRACTOR, or an official of the CONTRACTOR, is found guilty of any activity referenced in Section I. Assurances, of this Contract.
5. In the event the COUNTY determines not to proceed further with this Contract during its term, the CONTRACTOR may retain all sums paid by the COUNTY for approved expenses incurred and for satisfactory work actually performed at the above stated fee structure. In this event, COUNTY will be liable for satisfactory services performed prior to the COUNTY'S notification of its intent to terminate the Contract and, upon full payment, the other obligations of either party to this Contract shall terminate except for the non-disclosure of information and non-solicitation of personnel as stated herein. Notwithstanding the preceding, COUNTY retains the right to demand and obtain repayment of any funds paid to CONTRACTOR, including withholding as offset from amounts claimed due by CONTRACTOR, that the COUNTY deems to have been paid in error, for services not authorized under the Contract, or for non-satisfactory services.

#### **G. REPORTING REQUIREMENTS**

CONTRACTOR will provide the COUNTY with monthly reports using the formats provided in Attachment D and following the criteria as established and outlined in the RFP. CONTRACTOR will also provide on monthly basis a compilation, or copies, of Client Satisfaction Surveys providing information similar to that in the sample form found in Attachment E.

#### **H. REIMBURSEMENT METHOD**

1. The COUNTY shall reimburse the CONTRACTOR for Services provided during the duration of this Contract only. CONTRACTOR shall not be reimbursed for Services provided prior to the commencement date of this Contract.
2. The COUNTY shall reimburse the CONTRACTOR on a monthly basis at a rate of \$39.66 per one hour unit of service delivery for this Contract, with a maximum reimbursement total of \$ 6,875.00 per month. The purpose of the maximum reimbursement is to avoid CONTRACTOR expending all of its funds prior to the scheduled end date of the Contract. Reimbursements exceeding the recommended

maximum figure may be permitted on a case by case basis as long as CONTRACTOR presents an explanation of need and a reasonable plan for providing continued service for the remainder of the Contract term.

3. The COUNTY shall reimburse the CONTRACTOR within thirty days of an approved invoice using the monthly invoice form and instructions found in Attachment D of this Contract. Prompt reimbursement shall be contingent upon full contractual compliance and submittal of requisite documentation on the approved invoice form. COUNTY may withhold reimbursement if it deems CONTRACTOR to have failed to have substantially complied with the Contract terms. Ineligible expenses, expenditures not consistent with the approved budget, expenditures for Services knowingly performed where no vendor slot is available, or expenditures exceeding the monthly maximum limit will not be reimbursed.
4. Properly documented requests for reimbursement submitted to the COUNTY by the 21<sup>st</sup> of each month will be processed and, if approved, disbursed by the 15<sup>th</sup> of the next month. Requests submitted later than the 21<sup>st</sup> of each month and incomplete requests (e.g. inadequate supporting documentation) will be processed in the following reimbursement cycle. At its sole discretion, the COUNTY will deem expenditures as either eligible or ineligible for each reimbursement or advance expenditure request. The COUNTY may, at its discretion and upon reasonable notice, require the CONTRACTOR to complete reports additional to those attached to this CONTRACT regarding the CONTRACTOR'S expenses and activities.

#### **I. ASSURANCES**

The CONTRACTOR covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is related to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination 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.

#### **J. CONFIDENTIALITY**

It is understood that work performed under this Program of Services will include access to proprietary documents and information. The CONTRACTOR agrees that confidential information about the COUNTY or its related entities will not be released, except as required by law, without the prior approval of the COUNTY. The COUNTY agrees that it will not release any of the CONTRACTOR'S materials provided or utilized during the Contract term without written permission. The CONTRACTOR and the COUNTY affirm the Business Associate Agreement included as Attachment C.

Further, both parties acknowledge that the CONTRACTOR will provide a Program of Services which includes coordination and collaboration with other organizations that provide social, health, transportation, legal and other priority services related to senior residents of Genesee County who are aged 60 years and older. The CONTRACTOR agrees to protect the confidentiality of information about persons assisted throughout this Program of Services by

instituting confidentiality procedures that conform to the Privacy Act of 1974 and where applicable, handle all Private Health Information (PHI) in accordance with HIPAA.

CONTRACTOR acknowledges that the COUNTY is a public body subject to the Michigan Freedom of Information Act. Records held by the COUNTY are public unless exempted. Notwithstanding the foregoing, confidential information collected and provided to the COUNTY by the CONTRACTOR as part of its reporting requirements shall be used solely for purposes of performing and evaluating the performance of this Contract and will not be retained.

**K. LIABILITY AND INDEMNIFICATION**

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the CONTRACTOR in the performance of the Contract shall be the responsibility of the CONTRACTOR and not the responsibility of the COUNTY if the liability, loss or damage is caused by, or arises out of, the action or failure to act on the part of the CONTRACTOR or any employee or agent of the CONTRACTOR. The CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY and its officers and employees from and against all claims, losses, damages, and expenses including but not limited to attorney's fees, arising out of or resulting from the CONTRACTOR'S performance of the Contract.

**L. APPLICABLE LAWS**

This is a Genesee County contract. This Contract shall be governed by the laws of the State of Michigan. Any dispute arising as a result of this Contract shall be resolved in the State of Michigan. The parties shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority that may have bearing on the performance of the Contract.

**M. GOOD FAITH EFFORTS TO RESOLVE DISPUTES; ATTORNEYS FEES**

If for any reason any portion of this Contract is in dispute, the parties will make their best efforts to resolve the dispute without resorting to litigation. Should litigation be required to resolve any dispute between the parties, the party not prevailing in the dispute will pay reasonable attorney's fees as part of any resolution of the dispute.

**N. INTEGRATION**

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

**O. WAIVER**

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



**P. SEVERABILITY**

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

**Q. SPECIAL CERTIFICATION STATEMENT**

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

**COUNTY OF GENESEE**

**LEGAL SERVICES OF EASTERN MICHIGAN**

\_\_\_\_\_  
By: MARK YOUNG, Chairperson  
Genesee County Board of Commissioners

\_\_\_\_\_  
By: JILL L. NYLANDER  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Attachment A**

(This document, Request For Proposal # 15-048 and related Addenda, is on file at the  
Genesee County Office of Senior Services.)



## **Attachment B**

(This document, Contractor's Response to the Request For Proposal # 15-048, is on file at the Genesee County Office of Senior Services.)

## **Attachment C**

**Attachment C**  
**Business Associate Agreement**

**Recital of Defined Terms**

"Business Associate" shall mean **LEGAL SERVICES OF EASTERN MICHIGAN** (otherwise referred to as CONTRACTOR in the main 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 or on behalf of the County.

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

**Whereas**, Business Associate will be performing various services for or on behalf of the County that may, or do in fact, 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 County, 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 clients of the Program of Services.

**Whereas**, Business Associate, in order to meet 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 County.

**Whereas**, Business Associate further agrees to 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 County 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 County to the extent the County 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 County in accordance with applicable law constitute a contract between the County 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 County or clients of the Program without the prior written consent or authorization of the County or of the program clients. 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 confidential and will be used or 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 County of any instances of breach of confidentiality of which such person is aware.
  - c. Business Associate agrees to provide to the County the mailing addresses of clients for mapping purposes only. County agrees to limit use of the provided mailing addresses to mapping and statistical analysis. County further agrees to destroy all copies, paper and electronic, of the mailing addresses provided once the mapping of said addresses is complete.
5. Business Associate shall ensure that its personnel, employees, affiliates, and agents maintain the confidentiality of client health information and business information of the County.
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 County.
  - 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 County as specified in the main contract, provided that such use or disclosure would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County.

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 County 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 County 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 County upon request.
10. Business Associate shall make available protected health information in accordance with applicable law.
11. Business Associate shall incorporate any amendments or corrections to protected health information when notified pursuant to applicable law.
12. Business Associate agrees to indemnify and hold harmless the County, 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 within the terms of this Agreement or 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.
13. Without limiting the rights and remedies of the County elsewhere set forth in this Agreement or available under applicable law, the County may terminate this Agreement without penalty or recourse to the County if the County determines that Business Associate has violated a material term of the provisions of this Agreement.
14. Business Associate agrees that this Agreement may be amended from time to time by the County 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.
15. 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.

## **Attachment D**



# MONTHLY INVOICE and REPORT FORM

Agency: Legal Services of Eastern Michigan

Activity: Legal Assistance

Contract Term: October 1, 2017 - September 30, 2018

Activity Period: \_\_\_\_\_

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

Agency's Authorizing Signature: \_\_\_\_\_

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

1. Total number of daily incoming calls received from Genesee County residents aged 60 years and older ("clients") and/or family support members seeking services under this contract, that were new during this month.

2. Total number of new incidences of initial intake conducted with clients and family support members during this month.

3. For each client included in item 2, email that person's address including street number & street name, city or village, and zip code.

4. Cumulative number of clients served under this contract.

5. Number of hours of legal education, research, preparation of legal documents, advice & counseling, negotiations & resolution provided to seniors during this month.

6. Total number of client discharges from your organization's services during this month.

7. Number and list of audience/sites of educational presentations made during this month.

*Provide site locations and topics of presentations made under item 7. Additional sheet may be attached for reporting.*


8. Number of referrals accepted by your firm for services, and referrals made to service providers including legal services & assessments during this month.

*Referral Sources:*

total:	

9. Cumulative number of clients who were provided referral services under this contract.

10. Client Satisfaction Surveys attached.

11. List names and titles of staff who performed work under this contract during this month. Attach pertinent licensures, as applicable, if not submitted during a previous month.


12. Backup documentation attached.

13. Number of clients on a waiting list for your services at the date of this reimbursement request.

# MONTHLY INVOICE and REPORT FORM

14. Indicate the amount of donations received for this program during this month.

15. Indicate the number of unduplicated Senior Millage clients LSEM served with legal assistance during this month.

RATE PER UNIT (One Unit Ends at One Hour)

\$ 39.66

Units of Service:

TOTAL REQUEST:

Fund: 202-

TOTAL PAYMENT:

Account Number:

Date Received:

Last month's fund balance:

Staff Review:

Minus Total Request from above:

Staff Reviewer's Initials:

Current fund balance:

Office of  
Senior  
Services  
Signature

Office of Senior Services Department Authority

## MONTHLY INVOICE and REPORT FORM

### DEFINITIONS & INSTRUCTIONS

**Activity Period**

An activity period is defined as one calendar month, beginning on the first date and ending on the last date of the calendar month.

Example: October 1, 2010 to October 31, 2010

**New Client**

A new client is one Genesee County resident, aged 60 years and older, who has not ever received services under this contract prior to the start of the reported activity period.

**Cumulative**

For the purposes of reporting on this contract, cumulative refers to the number of clients, or volunteers, or assessments, or reassessments, or referrals counted from October 1, 2010 to the end of the reported activity period.

**Total number of new clients or volunteers**

The total number of new clients or volunteers as a whole may differ from the total number of new clients receiving more complete levels of services.

Example 1: New client "A" was assessed and referred to your agency during the activity period, a care plan meeting is scheduled with the family, and care services will not begin until the next activity period. Client "A" is counted under Number 1. for the reporting activity period.

Example 2: New Client "B" was assessed and referred to your agency during the activity period, a care plan was developed, and Attendant Level Services were performed during the reporting activity period. Client "B" is counted under Number 2. for the reported activity period.

Example 3: New Client "C" was assessed and referred to your agency during the activity period, a care plan was developed, and Basic Level Services were performed during the reporting activity period. Client "C" is counted under Number 3. for the reported activity period.

**Discharged**

For the purposes of reporting on this contract, a client or volunteer may be considered to be discharged when services are no longer needed, requested, or otherwise not provided by your organization under this contract.

Prompt reimbursement by the County for services is contingent upon full contractual compliance. Monthly invoice and report forms must be complete and must include attached information as indicated by a checkmark in the form. Incomplete forms will not be considered for approval until completed by Contractor. Based upon the costs of budgetary items described and included within the Contractor's Proposal and any amended budget submitted in preparation for this Amendment to Contract, supportive documentation is required to be submitted with any monthly reimbursement request for expense verification.

## MONTHLY INVOICE and REPORT FORM

The following list is provided for the Contractor's use as an example of supportive / backup documentation, but is not intended to be all inclusive. Copies of check ledgers and/or actual receipts indicating expenditure date and definitive purpose of each expenditure are also considered examples of supportive documentation.

### Labor Costs:

Staff Time Sheets  
Copies of Payroll/Checks

### Cost of Supplies and Materials:

Copies of uniforms purchase receipts  
Copies of Postage Receipts  
Copies of Newsletters/Publications

### Direct and Indirect Costs, General and Administrative Burden or Overhead:

Copies of site rental payment receipts  
Copies of telephone bills  
Copies of paid invoices for fringe benefits

### Transportation Costs, if included in budget:

Copies of travel reimbursement payments  
Copies of mass transit bus pass purchases

## HOURS / UNITS CONVERSION TABLE

The standard unit of service provision for this contract is one hour. It is expected, however, that services will routinely provided that do not require a full hour to perform. The County utilizes a 1/10 of an hour system which breaks down the hour into six minute increments. When preparing the invoice for reimbursement, please use the following chart when determining partial units of service.

Hourly / Unit Conversion Table

Minutes		Tenths
1 through 6	=	0.1 (greater than 0 less than or equal to 6)
7 through 12	=	0.2 (7 to less than or equal to 12)
13 through 18	=	0.3 (13 to less than or equal to 18)
19 through 24	=	0.4 (19 to less than or equal to 24)
25 through 30	=	0.5 (25 to less than or equal to 30)
31 through 36	=	0.6 (31 to less than or equal to 36)
37 through 42	=	0.7 (37 to less than or equal to 42)
43 through 48	=	0.8 (43 to less than or equal to 48)
49 through 54	=	0.9 (49 to less than or equal to 54)
55 through 60	=	1.0 (whole hour) (55 to less than or equal to 60)

### Example:

Client A is provided service taking 2 hours and 45 minutes.  
Client B is provided service taking 17 minutes.  
Client C is provided service taking 7 minutes.

Client A can be billed for 2.8 units  
Client B can be billed for .3 units  
Client C can be billed for .2 units

Total Units of Service for reimbursement request is:

3.3 units

Senior Millage Service Providers  
Client Addresses

Month & Year: \_\_\_\_\_

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/A/C/H /NA/U)
1	LSEM	LEG AST							
2	LSEM	LEG AST							
3	LSEM	LEG AST							
4	LSEM	LEG AST							
5	LSEM	LEG AST							
6	LSEM	LEG AST							
7	LSEM	LEG AST							
8	LSEM	LEG AST							
9	LSEM	LEG AST							
10	LSEM	LEG AST							
11	LSEM	LEG AST							
12	LSEM	LEG AST							
13	LSEM	LEG AST							
14	LSEM	LEG AST							
15	LSEM	LEG AST							
16	LSEM	LEG AST							
17	LSEM	LEG AST							
18	LSEM	LEG AST							
19	LSEM	LEG AST							

## **Attachment E**



**SAMPLE  
CLIENT SATISFACTION SURVEY**

1. Did our staff treat you with dignity and respect?
2. Were your questions answered to your satisfaction?
3. Were you referred to other agencies for any services?
4. Were you satisfied with services offered by our firm?
5. Is there anything that you still need help with?
6. Would you recommend us to a friend?
7. Did we respond to your needs quickly?
8. Was our staff professional?
9. Was our staff available to you at all times during the day?
10. If there were mistakes, were they corrected to your satisfaction?

Senior Millage Service Providers  
Client Addresses

Month & Year: \_\_\_\_\_

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/AI/ H/NA/U)
1	GCCARD	HDM							
2	GCCARD	HDM							
3	GCCARD	HDM							
4	GCCARD	HDM							
5	GCCARD	HDM							
6	GCCARD	HDM							
7	GCCARD	HDM							
8	GCCARD	HDM							
9	GCCARD	HDM							
10	GCCARD	HDM							
11	GCCARD	HDM							
12	GCCARD	HDM							
13	GCCARD	HDM							
14	GCCARD	HDM							
15	GCCARD	HDM							
16	GCCARD	HDM							
17	GCCARD	HDM							
18	GCCARD	HDM							
19	GCCARD	HDM							
20	GCCARD	HDM							

## Attachment E

**SAMPLE  
CLIENT SATISFACTION SURVEY**

1. Did our staff treat you with dignity and respect?
2. Were your questions answered to your satisfaction?
3. Were you referred to other agencies for any services?
4. Were you satisfied with services offered by our firm?
5. Is there anything that you still need help with?
6. Would you recommend us to a friend?
7. Did we respond to your needs quickly?
8. Was our staff professional?
9. Was our staff available to you at all times during the day?
10. If there were mistakes, were they corrected to your satisfaction?

## Attachment F



DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

DIRECTOR'S OFFICE

OCCUPATIONAL HEALTH STANDARDS

Filed with the Secretary of State on June 30, 1993 (as amended November 14, 1996)  
(as amended June 28, 2001) (as amended October 28, 2014)

These rules become effective immediately upon filing with the Secretary of State  
unless adopted under section 33, 44, or 45a(6) of 1969 PA 306.

Rules adopted under these sections become effective 7 days after filing with the Secretary of State.

(By authority conferred on the director of the department of licensing and regulatory affairs  
by sections 14 and 24 of 1974 PA 154, MCL 408.1014 and 408.1024,  
and Executive Reorganization Order Nos. 1996-1 and 1996-2, 2003-1, 2008-4,  
and 2011-4, MCL 330.3101, 445.2001, 445.2011, 445.2025 and 445.2030)

R 325.70002, R 325.70003, R 325.70004, R 325.70007, R 325.70008, R 325.70009, R 325.70011, R 325.70013,  
R 325.70014, R 325.70015, R 325.70016 and R 325.70017 of the Michigan Administrative code are amended,  
and R 325.70001a is added, and R 325.70017 and R 325.70018 of the Code are rescinded as follows:

PART 554. BLOODBORNE INFECTIOUS DISEASES

Table of Contents:

R 325.70001 Scope.....	1	R 325.70012 HIV and HBV research laboratories and production facilities.....	7
R 325.70001a Referenced standards.....	1	R 325.70013 Vaccinations and postexposure follow-up.....	8
R 325.70002 Definitions.....	1	R 325.70014 Communication of hazards to employees.....	9
R 325.70003 Exposure determination.....	3	R 325.70015 Recordkeeping.....	10
R 325.70004 Exposure control plan.....	3	R 325.70016 Information and training.....	11
R 325.70005 Universal precautions.....	4	Appendix A - Information sheet.....	12
R 325.70006 Engineering controls.....	4	Appendix B - Sample waiver statement when an employee declines the hepatitis b vaccination....	14
R 325.70007 Work practices.....	4		
R 325.70008 Protective work clothing and equipment.....	5		
R 325.70009 Housekeeping.....	5		
R 325.70010 Regulated waste disposal.....	6		
R 325.70011 Laundry.....	6		

**R 325.70001 Scope.**

**Rule 1.** These rules apply to all employers that have employees with occupational exposure to blood and other potentially infectious material.

**R 325.70001a Referenced standards.**

**Rule 1a.** (1) The following Michigan occupational safety and health standards are referenced in these rules. Up to 5 copies of these standards may be obtained at no charge from the Michigan Department of Licensing and Regulatory Affairs, MIOSHA Regulatory Services Section, 7150 Harris Drive, P.O. Box 30643, Lansing, Michigan 48909-8143, or via the internet at website:

[www.michigan.gov/mioshastandards](http://www.michigan.gov/mioshastandards). For quantities greater than 5, the cost, at the time of adoption of these rules, is 4 cents per page.

(a) Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," R 325.3451 to R 325.3476.

(b) MIOSHA Standard Part 11, "Recording and Reporting of Occupational Injuries and Illnesses," R 408.22101 to R 408.22162.

(2) The appendices to these rules are informational only and are not intended to create any additional obligations or requirements not otherwise imposed by these rules or to detract from any established obligations or requirements.

**R 325.70002 Definitions.**

**Rule 2.** As used in these rules:

(a) "Act" means Michigan occupational safety and health act (MIOSHA), 1974 PA 154, MCL 408.1001 to 408.1094.



(b) "Biologically hazardous conditions" means equipment, containers, rooms, materials, experimental animals, animals infected with HBV or HIV virus, or combinations thereof that contain, or are contaminated with, blood or other potentially infectious material.

(c) "Blood" means human blood, human blood components, and products made from human blood.

(d) "Bloodborne pathogens" means pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

(e) "Clinical laboratory" means a workplace where diagnostic or other screening procedures are performed on blood or other potentially infectious material.

(f) "Contaminated" means the presence or the reasonably anticipated presence of blood or other potentially infectious material on an item or surface.

(g) "Contaminated laundry" means laundry that has been soiled with blood or other potentially infectious materials or that may contain sharps.

(h) "Contaminated sharps" means any contaminated object that can penetrate the skin, including any of the following:

- (i) Needles.
- (ii) Scalpels.
- (iii) Broken glass.
- (iv) Broken capillary tubes.
- (v) Exposed ends of dental wires.

(i) "Decontamination" means the use of physical or chemical means to remove, inactivate, or destroy bloodborne pathogens on a surface or item to the point where they are no longer capable of transmitting infectious particles and the surface or item is rendered safe for handling, use, or disposal.

(j) "Department" means the department of licensing and regulatory affairs.

(k) "Director" means the director of the department or his or her designee.

(l) "Disinfect" means to inactivate virtually all recognized pathogenic microorganisms, but not necessarily all microbial forms, on inanimate objects.

(m) "Engineering controls" means controls, for example, sharps disposal containers, self-sheathing needles, or safer medical devices, such as sharps with engineered sharps injury protections and needleless systems, that isolate or remove the bloodborne pathogen hazard from the workplace.

(n) "Exposure" means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties. "Exposure" does not include incidental exposures that may take place on the job, that are neither reasonably nor routinely expected, and that the worker is not required to incur in the normal course of employment.

(o) "Exposure incident" means a specific eye, mouth, other mucous membrane, nonintact skin, or parenteral contact with blood or other potentially infectious material that results from the performance of an employee's duties.

(p) "Handwashing facilities" means facilities that provide an adequate supply of running, potable water, soap, and single-use towels or an air drying machine.

(q) "Licensed health care professional" means a person whose legally permitted scope of practice allows him or her to independently perform the activities required by R 325.70013 concerning hepatitis B vaccination and post-exposure evaluation and follow-up.

(r) "Needleless systems" means a device that does not use needles for any of the following:

(i) The collection of bodily fluids or withdrawal of body fluids after initial venous or arterial access is established.

(ii) The administration of medication or fluids.

(iii) Any other procedure involving the potential for occupational exposure to bloodborne pathogens due to percutaneous injuries from contaminated sharps.

(s) "Other potentially infectious material" means any of the following:

(i) Any of the following human body fluids:

- (A) Semen.
- (B) Vaginal secretions.
- (C) Amniotic fluid.
- (D) Cerebrospinal fluid.
- (E) Peritoneal fluid.
- (F) Pleural fluid.
- (G) Pericardial fluid.
- (H) Synovial fluid.
- (I) Saliva in dental procedures.

(J) Any body fluid that is visibly contaminated with blood.

(K) All body fluids in situations where it is difficult or impossible to differentiate between body fluids.

(ii) Any unfixed tissue or organ, other than intact skin, from a living or dead human.

(iii) Cell or tissue cultures that contain HIV, organ cultures, and culture medium or other solutions that contain HIV or HBV; and blood, organs, or other tissues from experimental animals infected with HIV or HBV.

(t) "Parenteral" means exposure occurring as a result of piercing mucous membrane or the skin barrier, such as exposure through subcutaneous, intramuscular, intravenous, or arterial routes resulting from needles, human bites, cuts, and abrasions.

(u) "Personal protective equipment" or "PPE" means specialized clothing or equipment that is worn by an employee to protect him or her from a hazard. General work clothes, such as uniforms, pants, shirts, or blouses, that are not intended to function as protection against a hazard are not considered to be personal protective equipment.

(v) "Production facility" means a facility that is engaged in the industrial-scale, large-volume production of HIV or HBV or in the high-concentration production of HIV or HBV.

(w) "Regulated waste" means any of the following:

(i) Liquid or semiliquid blood or other potentially infectious material.

(ii) Contaminated items that would release blood or other potentially infectious material in a liquid or semiliquid state if compressed.

(iii) Items that are caked with dried blood or other potentially infectious material and that are capable of releasing these materials during handling.

(iv) Contaminated sharps.

(v) Pathological and microbiological waste that contains blood and other potentially infectious material.

(x) "Research laboratory" means a laboratory that produces or uses research laboratory-scale amounts of HIV or HBV. A research laboratory may produce high concentrations of HIV or HBV, but not in the volume found in a production facility.

(y) "Sharps with engineered sharps injury protections" means a nonneedle sharp or a needle device that is used for withdrawing body fluids, accessing a vein or artery, or administering medications or other fluids, and that has a built-in safety feature or mechanism that effectively reduces the risk of an exposure incident.

(z) "Source individual" means any living or dead individual whose blood or other potentially infectious material may be a source of occupational exposure to an employee. Examples of a source individual include all of the following:

(i) A patient of a hospital or clinic.

(ii) A client of an institution for the developmentally disabled.

(iii) A victim of trauma.

(iv) A client of a drug or alcohol treatment facility.

(v) A resident of a hospice or nursing home.

(vi) Human remains.

(vii) An individual who donates or sells his or her blood or blood components.

(aa) "Standard operating procedures (SOPs)" means any of the following that address the performance of work activities so as to reduce the risk of exposure to blood and other potentially infectious material:

(i) Written policies.

(ii) Written procedures.

(iii) Written directives.

(iv) Written standards of practice.

(v) Written protocols.

(vi) Written systems of practice.

(vii) Elements of an infection control program.

(bb) "Sterilize" means the use of a physical or chemical procedure to destroy all microbial life, including highly resistant bacterial endospores.

(cc) "Universal precautions" means a method of infection control that treats all human blood and other potentially infectious material as capable of transmitting HIV, HBV, and other bloodborne pathogens.

(dd) "Work practices" means controls that reduce the likelihood of exposure to bloodborne pathogens by altering the manner in which a task is performed.

#### **R 325.70003 Exposure determination.**

**Rule 3.** (1) An employer shall evaluate routine and reasonably anticipated tasks and procedures to determine whether there is actual or reasonably anticipated employee exposure to blood or other potentially infectious material. Based on this evaluation, an employer shall categorize all employees into category A or B as follows:

(a) Category A consists of occupations that require procedures or other occupation-related tasks that involve exposure or reasonably anticipated exposure to blood or other potentially infectious material or that involve a likelihood for spills or splashes of blood or other potentially infectious material. This includes procedures or tasks conducted in nonroutine situations as a condition of employment.

(b) Category B consists of occupations that do not require tasks that involve exposure to blood or other potentially infectious material on a routine or nonroutine basis as a condition of employment. Employees in occupations in this category do not perform or assist in emergency medical care or first aid and are not reasonably anticipated to be exposed in any other way.

(2) An exposure determination shall be made without regard to the use of personal protective clothing and equipment.

(3) An employer shall maintain a list of all job classifications that are determined to be category A.

#### **R 325.70004 Exposure control plan.**

**Rule 4.** (a) If an employee is determined to be in category A, then an employer shall establish a written exposure control plan to minimize or eliminate employee exposure.

(b) An exposure control plan shall contain all of the following information:

(i) The exposure determination required by R 325.70003(1).

(ii) The schedule and method of implementation for each applicable rule.

(iii) The contents or a summary of the training program required by R 325.70016.

(iv) The procedures for the evaluation of circumstances surrounding exposure incidents as required by R 325.70013(5).

(v) Task-specific standard operating procedures (SOPs) that address all of the following areas:

(A) Employee recognition of reasonably anticipated exposure to blood and other potentially infectious material.

(B) Appropriate selection, use, maintenance, and disposal of personal protective equipment.



(C) Contingency plans for foreseeable circumstances that prevent following the recommended SOPs.

(c) General employer policies or task-specific SOPs shall address the management of inadvertent exposures such as needlesticks or mucus membrane exposures.

(d) The exposure control plan shall be reviewed at least annually and updated as necessary. A review shall consider changes in employees' tasks and procedures and the latest information from the centers for disease control or the department. See appendix A for addresses of these agencies. The review and update of the exposure control plans shall comply with both of the following provisions:

(i) Reflect changes in technology that eliminate or reduce exposure to bloodborne pathogens.

(ii) Document annually consideration and implementation of appropriate commercially available and effective safer medical devices designed to eliminate or minimize occupational exposure.

(e) An employer shall ensure that only a person who has knowledge of applicable control practices is authorized to write and to review an exposure control plan.

(f) An employer shall ensure that the exposure control plan is made available to the director or a representative of the director for examination and copying upon request.

(g) An employer shall ensure that a copy of the exposure control plan is accessible to category A employees in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(h) An employer who is required to establish an exposure control plan shall solicit input from non-managerial employees responsible for direct patient care who are potentially exposed to injuries from contaminated sharps in the identification, evaluation, and selection of effective engineering and work practice controls and shall document the solicitation in the exposure control plan.

#### **R 325.70005 Universal precautions.**

**Rule 5.** Universal precautions shall be observed to prevent contact with blood and other potentially infectious materials. If differentiation between body fluid types is difficult or impossible, all body fluids shall be considered potentially infectious materials.

#### **R 325.70006 Engineering controls.**

**Rule 6.** (1) Engineering controls shall be used in combination with work practice controls to minimize or eliminate employee exposure to blood and other potentially infectious material. Where exposure remains after use of engineering and work practice controls, personal protective equipment shall also be used.

(2) Engineering controls shall be examined and maintained or replaced on a regular schedule to ensure their effectiveness.

(3) An employer shall provide hand-washing facilities which are readily accessible to employees. When provision of hand-washing facilities is not feasible, an employer shall provide an appropriate antiseptic hand cleanser with clean cloth or paper towels or antiseptic towelettes.

#### **R 325.70007 Work practices.**

**Rule 7.** At a minimum, work practices shall ensure all of the following:

(a) All personal protective equipment shall be removed before leaving the work area and shall be placed in an appropriately designated area or container for storage, washing, decontamination, or disposal.

(b) If a garment is penetrated by blood or other potentially infectious materials, the garment shall be removed immediately or as soon as feasible.

(c) Employers shall provide handwashing facilities that are readily accessible to employees. When provision of handwashing facilities is not feasible, the employer shall provide either an appropriate antiseptic hand cleanser in conjunction with clean cloth/paper towels or antiseptic towelettes. When antiseptic hand cleansers or towelettes are used, employees shall wash hands with soap and running water as soon as feasible.

(d) Employers shall ensure that employees wash their hands immediately or as soon as feasible after removal of gloves or other personal protective equipment.

(e) Employers shall ensure that employees wash hands and any other skin with soap and water, or flush mucous membranes with water immediately or as soon as feasible following contact of such body areas with blood or other potentially infectious materials.

(f) Used needles and other contaminated sharps shall not be sheared, bent, or broken and shall not be recapped or resheathed where other disposal methods are practical. Used needles and other sharps shall not be recapped, resheathed, or removed unless the employer can demonstrate that no alternative is feasible or that such action is required by a specific medical procedure. Needle recapping or removal shall be accomplished by use of a mechanical device or a 1-handed technique. The disposal of needles and sharps shall be accomplished in accordance with the provisions of R 325.70010.

(g) Eating, drinking, smoking, applying cosmetics or lip balm, or handling contact lenses is prohibited in laboratories and other work areas where there is a reasonable likelihood of exposure.

(h) Food and drink shall not be stored in refrigerators, freezers, shelves, cabinets, or on countertops or benchtops where blood or other potentially infectious material is present or in other areas of possible contamination.

(i) All procedures that involve blood or other potentially infectious material shall be performed in a manner that minimizes splashing, spraying, and aerosolization of blood or other potentially infectious material.

(j) Mouth pipetting or suctioning is prohibited.

**R 325.70008 Protective work clothing and equipment.**

**Rule 8.** An employer shall provide protective work clothing and equipment used in the following:

(a) When there is occupational exposure, an employer shall provide, at no cost to the employee, and assure that an employee uses, appropriate personal protective clothing and equipment, such as any of the following:

- (i) Gloves.
- (ii) Gowns.
- (iii) Fluid-proof aprons.
- (iv) Laboratory coats.
- (v) Head and foot coverings.
- (vi) Faceshields or mask and eye protection.
- (vii) Mouthpieces.
- (viii) Resuscitation bags.
- (ix) Pocket masks.
- (x) Other ventilation devices.

Personal protective equipment is appropriate only if it does not permit blood or other potentially infectious material to pass through to or reach the employee's work clothes, street clothes, undergarments, skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration of time that the protective equipment is used.

(b) An employer shall ensure that an employee uses appropriate personal protective equipment unless the employer shows that the employee temporarily and briefly declined to use PPE when, under rare and extraordinary circumstances, it was the employee's professional judgment that in the specific instance the use of PPE would have prevented the delivery of health care or public safety services or would have posed an increased hazard to the safety of the worker or coworker. When the employee makes this judgment, the circumstances shall be investigated and documented to determine if changes can be made to prevent future occurrences.

(c) An employer shall assure that appropriate protective equipment and clothing in the appropriate sizes are readily accessible at the worksite or issued to employees at no cost to the employees. Hypoallergenic gloves, glove liners, powderless gloves, or other similar alternatives shall be readily accessible to employees who are allergic to the gloves normally provided. See appendix A for more information.

(d) An employer shall provide for the cleaning, laundering, or disposing of protective clothing and equipment required by this rule.

(e) An employer shall repair or replace required protective clothing and equipment as needed to maintain their effectiveness.

(f) An employee shall wear gloves if there is a reasonable anticipation of direct skin contact with blood, other potentially infectious material, mucous membranes, or nonintact skin of patients; when performing vascular access procedures, except as specified in subdivision (g) of this subrule; and when handling items or surfaces that are soiled with blood or other potentially infectious material.

Disposable (single-use) gloves, such as surgical or examination gloves, shall be replaced as soon as practical if contaminated or as soon as feasible if torn, punctured, or ineffective as barriers. Disposable gloves shall not be washed or decontaminated for reuse. Utility gloves shall be discarded if any are cracked, peeling, discolored, torn, or punctured or exhibit other signs of deterioration, but may be decontaminated for reuse if the integrity of the glove is maintained.

(g) If an employer of a volunteer blood donation center judges that routine gloving for all phlebotomies is not necessary, the employer shall do all of the following:

- (i) Periodically reevaluate this policy.
- (ii) Make appropriate gloves available to all employees who wish to use them for phlebotomy.
- (iii) Not discourage the use of gloves for phlebotomy.
- (iv) Require that gloves be used for phlebotomy in the following circumstances:

(A) When the employee has cuts, scratches, or other breaks in the skin on his or her hands or wrists.

(B) When the employee judges that hand contamination with blood may occur, for example, when performing phlebotomy on an uncooperative patient.

(C) When the employee is receiving training in phlebotomy.

(h) Employees shall wear masks and eye protection or chin-length face shields as appropriate if splashes, sprays, spatters, droplets, or aerosols of blood or other potentially infectious material may be generated and if there is a likelihood for eye, nose, or mouth contamination.

(i) Employees shall wear gowns, lab coats, aprons, clinic jackets, or similar outer garments where appropriate if there is a reasonably anticipated exposure. Such clothing shall protect all areas of exposed skin that have a significant likelihood for contamination. The type of characteristics will depend upon the task and degree of exposure anticipated.

(j) Employees shall wear surgical caps or hoods and shoe covers or boots where appropriate if there is a reasonable anticipation of gross contamination, for example, in autopsies and orthopedic surgery.

**R 325.70009 Housekeeping.**

**Rule 9.** (1) An employer shall assure that the worksite is maintained in a clean and sanitary condition. An employer shall determine and implement an appropriate written schedule for cleaning and for the method of decontamination based on all of the following:

- (a) The location within a facility.
- (b) The type of surface to be cleaned.
- (c) The type of soil present.
- (d) The tasks or procedures being performed.



(2) All equipment and environmental and working surfaces shall be maintained in a sanitary condition as follows:

(a) Work surfaces shall be cleaned and appropriately decontaminated with an appropriate disinfectant in all of the following instances:

- (i) After completion of procedures.
- (ii) When surfaces are overtly contaminated.
- (iii) Immediately when blood or other potentially infectious material is spilled.
- (iv) At the end of the work shift if the surface may have become contaminated since the last cleaning. See appendix A for supplemental information.

(b) Protective coverings such as plastic wrap, aluminum foil, or plastic-backed, absorbent paper may be used to cover equipment and environmental surfaces. These coverings shall be removed and replaced at the end of the work shift if contaminated or as soon as feasible when they become overly contaminated.

(c) Equipment that may become contaminated with blood or other potentially infectious material shall be examined before servicing or shipping and shall be decontaminated as necessary unless the employer can demonstrate that decontamination is not feasible. If decontamination is not feasible, the employer shall ensure that a readily observable label which states the portions of the equipment that remain contaminated and that is in compliance with R 325.70014(2)(h) is attached to the equipment. The employer shall ensure that all affected employees, the servicing representative, or the manufacturer, as appropriate, is notified that equipment decontamination is not feasible and is notified of the portions of the equipment that remain contaminated before handling, servicing, or shipping so that appropriate precautions will be taken.

(d) All bins, pails, cans, and similar receptacles that are intended for reuse and that have a reasonable likelihood for becoming contaminated with blood and other potentially infectious material shall be inspected and decontaminated on a regularly scheduled basis and shall be cleaned and decontaminated immediately, or as soon as possible, upon visible contamination.

(e) Broken glassware that may be contaminated shall not be picked up directly with the hands. It shall be cleaned up using mechanical means, such as a brush and dust pan, tongs, cotton swabs, or forceps.

(f) Specimens of blood or other potentially infectious material shall be placed in a closable leakproof container during collection, handling, processing, storing, transporting, or shipping. If contamination of the outside of a primary container is likely, a second leakproof container shall be placed over the outside of the first and closed to prevent leakage during handling, processing, storing, transporting, or shipping. If puncture of the primary container is likely, then the primary container shall be placed within a leakproof, puncture-resistant secondary container. All containers shall be labeled or color-coded in accordance of R 325.70014.

(g) Reusable sharps that are contaminated with blood or other potentially infectious materials shall not be stored or processed in a manner that requires employees to reach by hand into the containers where these sharps have been placed.

#### **R 325.70010 Regulated waste disposal.**

**Rule 10.** (1) All regulated waste that is being disposed of shall be placed in closable, leakproof containers or bags that are color-coded or labeled as required by the provisions of R 325.70014. If outside contamination of the container or bag is likely to occur, then a second leakproof container or bag that is closable and labeled or color-coded shall be placed over the outside of the first and closed to prevent leakage during handling, storage, and transport.

(2) Immediately after use, contaminated sharps shall be disposed of in closable, leakproof, puncture-resistant, disposable containers that are labeled or color-coded according to the provisions of R 325.70014. These containers shall be easily accessible to personnel; shall be located in the immediate area of use or where sharps are likely to be found, unless needles are mechanically recapped and transported through nonpublic corridors to the container; and shall be replaced routinely and not allowed to overfill.

(3) The disposal of all medical waste shall be in compliance with the provisions of sections 13801 to 13831 of Act No. 368 of the Public Acts of 1978, as amended, being §§333.13801 to 333.13831 of the Michigan Compiled Laws, and known as the medical waste regulatory act.

#### **R 325.70011 Laundry.**

**Rule 11.** (1) Laundry that is or may be soiled with blood or other potentially infectious material or that may contain contaminated sharps shall be treated as if it were contaminated and shall be handled as little as possible with a minimum of agitation.

(2) Contaminated laundry shall be bagged at the location where it was used and shall not be sorted or rinsed in areas where patients are cared for.

(3) Contaminated laundry shall be placed and transported in bags or containers labeled or color-coded in accordance with R 325.70014. If laundry is wet and presents the likelihood for soaking through or leaking from the bag, it shall be placed and transported in leakproof bags.

(4) An employer shall ensure that laundry workers wear protective gloves and other appropriate personal protective work clothing while handling contaminated laundry.

(5) When an employer follows universal precautions in the handling of all soiled laundry, alternative labeling or color coding is sufficient if it permits all employees to recognize the containers that are required to be in compliance with universal precautions.

(6) When an employer ships contaminated laundry off-site to a facility that does not use universal precautions in the handling of all laundry, the shipping employer shall use bags or containers that are labeled or color-coded in accordance with R 325.70014.

**R 325.70012 HIV and HBV research laboratories and production facilities.**

**Rule 12.** (1) This rule applies to research laboratories and production facilities that are engaged in the culture, production, concentration, experimentation, and manipulation of HIV and HBV. This rule applies to such laboratories and facilities in addition to the other requirements of these rules. This rule does not apply to clinical or diagnostic laboratories that are engaged solely in the analysis of blood, tissues, or organs.

(2) Research laboratories and production facilities shall be in compliance with all of the following requirements:

(a) All infectious liquid or solid waste shall be incinerated or decontaminated by a method known to effectively destroy bloodborne pathogens before being disposed of.

(b) Laboratory doors shall be kept closed when work involving HIV or HBV is in progress.

(c) Contaminated materials that are to be decontaminated at a site away from the work area shall be placed in a durable, leakproof, labeled or color-coded container that is closed before being removed from the work area.

(d) Access to the work area shall be limited to authorized persons only. Written policies and procedures shall be established whereby only persons who have been advised of the biohazard, who meet any specific entry requirements, and who comply with all entry and exit procedures shall be allowed to enter the work areas and animal rooms.

(e) When other potentially infectious material or infected animals are present in the work area or containment module, a hazard warning sign that incorporates the universal biohazard symbol shall be posted on all access doors. The hazard warning sign shall be in compliance with the provisions of R 325.70014(1).

(f) All activities that involve other potentially infectious material shall be conducted in biological safety cabinets or other physical containment devices within the containment module. Work with such material shall not be conducted on the open bench.

(g) Laboratory coats, gowns, smocks, uniforms, or other appropriate protective clothing shall be used in the work area and animal rooms. Protective clothing shall not be worn outside of the work area and shall be decontaminated before being laundered.

(h) Special care shall be taken to avoid skin contamination with other potentially infectious materials. Gloves shall be worn when handling infected animals and when making contact with other potentially infectious materials is unavoidable.

(i) All waste from work areas, including animal rooms, shall be incinerated or decontaminated by a method known to effectively destroy bloodborne pathogens before disposal.

(j) Vacuum lines shall be protected with high-efficiency particulate air (HEPA) filters, or equivalent filters, and liquid disinfectant traps. Filters and traps shall be checked routinely and maintained or replaced as necessary.

(k) Hypodermic needles, syringes, and other sharp instruments shall be used only when a safer alternate technique is not feasible. Only needle-locking syringes or disposable syringe with needle units that have a needle as an integral part of the syringe shall be used for the injection or aspiration of other potentially infectious material. Extreme caution shall be used when handling needles and syringes to avoid autoinoculation and the generation of aerosols during use and disposal. A needle shall not be bent, sheared, replaced in the sheath or guard, or removed from the syringe after being used. The needle and syringe shall be promptly placed in a puncture-resistant container and decontaminated, preferably by autoclaving, before being discarded or reused.

(l) A spill or accident that results in an exposure incident shall be immediately reported to the laboratory director or another responsible person. Spills shall immediately be contained and cleaned up by appropriate professional staff who are trained and equipped to work with potentially concentrated infectious material.

(m) A biosafety manual shall be prepared or adopted and reviewed and updated at least annually. Personnel shall be advised of potential hazards and shall be required to read and follow instructions on practices and procedures.

(n) Both of the following containment equipment requirements shall be complied with:

(i) Class I, II, or III certified biological safety cabinets or other appropriate combinations of personal protection or physical containment devices, such as any of the following, shall be used for all activities with other potentially infectious material that poses a threat of exposure to droplets, splashes, spills, or aerosols:

(A) Special protective clothing.

(B) Respirators.

(C) Centrifuge safety cups.

(D) Sealed centrifuge rotors.

(E) Containment caging for animals.

(ii) Biological safety cabinets shall be certified when installed, at least annually, and when they are relocated.

(3) HIV and HBV research laboratories shall be in compliance with both of the following requirements:

(a) Each laboratory shall contain a sink for washing hands and an eye wash station that are readily available in the work area.

(b) An autoclave for the decontamination of regulated wastes shall be available.



(4) HIV and HBV production facilities shall be in compliance with all of the following requirements:

(a) The work areas shall be separated from areas that are open to an unrestricted traffic flow within the building. Passage through 2 sets of doors shall be the basic requirement for entry into the work area from access corridors or other contiguous areas. Physical separation of the high-containment work area from access corridors or other areas or activities may also be provided by a double-doored room for changing clothes, an airlock, or other access facility that requires passing through 2 sets of doors before entering the work area. Showers may be included as part of the changing room.

(b) The interior surfaces of walls, floors, and ceilings shall be water-resistant so that they can be easily cleaned. Penetrations in these surfaces shall be sealed or capable of being sealed to facilitate decontamination of the work area.

(c) Each work area shall contain a sink for washing hands. The sink shall be foot-operated, elbow operated, or automatically operated and shall be located near the exit door of the work area.

(d) Access doors to the work area or containment module shall be self-closing.

(e) An autoclave for the decontamination of infectious wastes shall be available within, or as near as possible to, the work area.

(f) A ducted exhaust air ventilation system shall be provided. This system shall create directional airflow that draws air into the work area through the entry area. The exhaust air shall not be recirculated to any other area of the building, shall be discharged to the outside, and shall be dispersed away from occupied areas and air intakes. The proper direction of the airflow into the work area shall be verified.

(5) Additional training requirements for employees in HIV and HBV research laboratories and HIV and HBV production facilities are specified in R 325.70016(6).

#### **R 325.70013 Vaccinations and postexposure follow-up.**

**Rule 13.** (1) An employer shall assure that all medical evaluations are procedures that are performed by or under the supervision of a licensed physician or other licensed health care professional and that all laboratory tests are conducted by an accredited laboratory.

(2) An employer shall assure that all evaluations, procedures, vaccinations, and postexposure prophylaxes are provided without cost to the employee, at a reasonable time and place, and according to current recommendations of the United States public health service, unless in conflict with this rule.

(3) An employer shall assure that all employees will receive appropriate counseling with regard to medical risks and benefits before undergoing any evaluations, procedures, vaccinations, or postexposure prophylaxes.

(4) Within 10 working days of the time of initial assignment and after the employee has received training required by R 325.70016(5)(i), an employer shall make all of the following available to each category A employee:

(a) A hepatitis B vaccination. If an employee initially declines vaccination, but at a later date, while still covered under these rules, decides to accept the HBV vaccine, the employer shall provide the vaccine at that time. If a booster dose or doses are recommended by the United States public health service at a future date, the booster dose or doses shall be made available.

(b) If an employee has previously received the complete HBV vaccination series, is found to be immune to HBV by virtue of adequate antibody titer, or the vaccine is contraindicated for medical reasons, then the employer is not required to offer the HBV vaccine to that employee.

(c) An employer shall not make participation in a prescreening program a prerequisite for receiving hepatitis B vaccination.

(d) An employer shall assure that an employee who declines to accept hepatitis B vaccination signs a waiver statement with all of the following provisions:

(i) Understanding of risk.

(ii) Acknowledgment of opportunity of vaccination at no cost.

(iii) Declining vaccination.

(iv) Future availability of vaccination at no cost if desired, if still in at-risk status. See appendix B for a sample of an acceptable waiver statement.

(5) An employer shall provide each exposed employee with an opportunity to have a confidential medical evaluation and follow-up subsequent to a reported occupational exposure incident to blood or other potentially infectious material. The evaluation and follow-up shall include, at a minimum, all of the following elements:

(a) Documentation of the route or routes of exposure and the circumstances under which the exposure incident occurred.

(b) Identification and documentation of the source individual, unless the employer can establish that identification is infeasible or prohibited by state or local law, shall include all of the following:

(i) The source individual's blood shall be tested as soon as feasible and after consent is obtained to determine HBV and HIV infectivity. If consent is not obtained, the employer shall establish that legally required consent cannot be obtained. If the source individual's consent is not required by law, his or her blood, if available, shall be tested and the results documented.

(ii) If the source individual is already known to be infected with HBV or HIV, testing need not be repeated.

(iii) Results of the source individual's testing shall be made available to the exposed employee, and the employee shall be informed of applicable laws and regulations concerning disclosure of the identity and infectious status of the source individual.

(c) Collection and testing of blood or HBV and HIV serological status shall include both of the following:

(i) The exposed employee's blood shall be collected as soon as feasible and tested after consent is obtained.

(ii) If the exposed employee consents to baseline blood collection, but not to HIV testing at that time, the sample shall be preserved for not less than 90 days. If within the 90 days the employee elects to have the baseline sample tested, such testing shall be done as soon as feasible.

(d) Postexposure prophylaxis, when medically indicated, as recommended by the United States public health service.

(e) Counseling on risk reduction and the risks and benefits of HIV testing in accordance with state law.

(f) Evaluation of reported illnesses.

(6) An employer shall ensure that the health care professional who is responsible for the hepatitis B Vaccination is provided with a copy of these rules and appendices. An employer shall ensure that the health care professional who evaluates an employee after an exposure incident is provided with all of the following information:

(a) A description of the affected employee's duties as they relate to the employee's exposure incident.

(b) Documentation of the route or routes of exposure and the circumstances under which exposure occurred.

(c) Results of the source individual's blood testing, if available.

(d) All medical records that are relevant to the appropriate treatment of the employee, including vaccination status, and that are the employer's responsibility to maintain.

(7) For each evaluation pursuant to the provisions of this rule, an employer shall obtain, and provide an employee with a copy of, the evaluating health care professional's written opinion within 15 working days of the completion of the evaluation. The written opinion shall be limited to the following information:


(a) Whether hepatitis B vaccination is indicated for an employee and if the employee has received such vaccination.

(b) A statement that the employee has been informed of the results of the medical evaluation and that the employee has been told about any medical conditions that have resulted from exposure to blood or other potentially infectious material and that require further evaluation or treatment. The written opinion obtained by the employer shall not reveal specific findings or diagnoses that are unrelated to the employee's ability to wear protective clothing and equipment or receive vaccinations. Such findings and diagnoses shall remain confidential.

(8) Medical records that are required by these rules shall be maintained in accordance with R 325.70015.

#### **R 325.70014 Communication of hazards to employees.**

**Rule 14.** (1) An employer shall post signs at the entrance to work areas specified in R 325.70012. The signs shall bear the following legend:

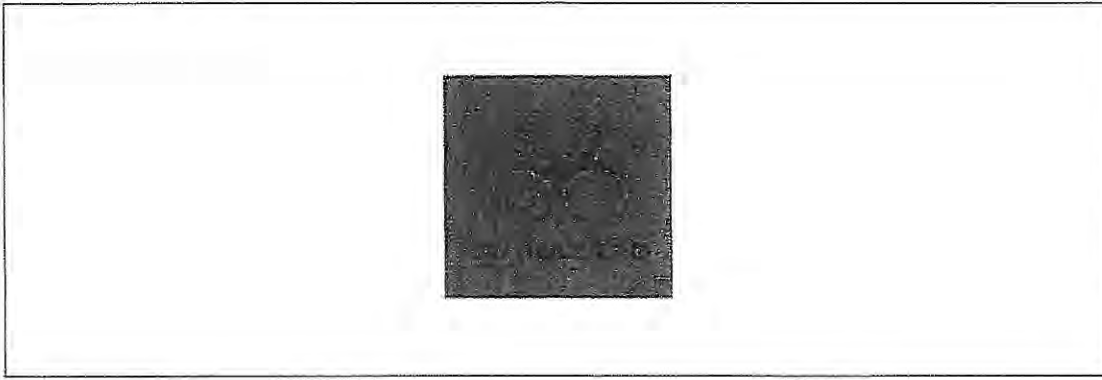

[Name of infectious agent]
[Special requirements for entering the area]
[Name and telephone number of the laboratory director or other responsible person]

These signs shall be fluorescent orange-red with lettering and symbols in a contrasting color.

(2) Labels shall be in compliance with all of the following requirements:

(a) Warning labels shall be affixed to containers of regulated waste, refrigerators and freezers that contain blood or other potentially infectious material, and other containers that are used to store or transport blood or other potentially infectious material, except as provided in subdivision (e) or (f) of this subrule.

(b) Labels that are required pursuant to this rule shall include the follow legend:



(c) Labels shall be fluorescent orange or orange-red or predominately orange or orange-red, with lettering or symbols in a contrasting color.

(d) Labels shall either be an integral part of the container or shall be affixed as close as safely possible to the container by string, wire, or adhesive or by another method that prevents the loss of labels or the unintentional removal of labels.

(e) Red bags or red containers may be substituted for labels.

(f) Containers of blood, blood components, or blood products that are labeled as to their contents and that have been released for transfusion or other clinical use are exempted from the labeling requirements of this rule.

(g) Individual containers of blood or other potentially infectious materials that are placed in a labeled container during storage, transport, shipment, or disposal are exempted from labeling requirements.

(h) Labels required for contaminated equipment shall be in accordance this subrule and shall also describe which portions of the equipment remain contaminated.

(i) Regulated waste that has been decontaminated need not be labeled or color-coded.

#### **R 325.70015 Recordkeeping.**

**Rule 15.** (1) An employer shall establish and maintain medical records for each category A employee in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(2) An employer shall ensure that medical records contain, at a minimum, all of the following information:

(a) The name and social security number of the employee.

(b) A copy of the employee's hepatitis B vaccination status, including the dates administered and medical records relating to the employee's ability to receive a vaccination as required by R 325.70013.

(c) A copy of all results of examinations, medical testing, and follow-up procedures as required by R 325.70013.

(d) The employer's copy of the physician's written opinion.

(e) A copy of the information provided to the physician as required by R 325.70013(6).

(3) An employer shall assure that employee medical records that are required by this rule are kept confidential and are not disclosed or reported without the employee's express written consent to any person within or outside the workplace, except as required by this rule or as may be required or permitted by law.

(4) An employer shall maintain employee medical records for not less than the duration of employment plus 30 years in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(5) An employer shall develop and maintain training records for each category A employee. Training records shall be maintained for 3 years beyond the date that the training occurred.

(6) Training records shall include all of the following information:

(a) The dates of the training sessions.

(b) The contents or a summary of the training sessions.

(c) The names and qualifications of persons who conduct the training.

(d) The names and job titles of all persons who attend the training sessions.

(7) An employer shall assure that all records that are required to be maintained by these rules shall be made available, upon request, to representatives of the department or the director for examination and copying.

(8) An employer shall ensure that employee training records are provided, upon request, for examination and copying to employees, employee representatives, and the director in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.



(9) An employer shall ensure that employee medical records are provided, upon request, for examination and copying to the subject employee, to anyone who has the written consent of the subject employee, and to the director in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(10) An employer shall comply with the requirements that involve the transfer of records in Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(11) All of the following provisions apply to a sharps injury log:

(a) An employer shall establish and maintain a sharps injury log for the recording of percutaneous injuries from contaminated sharps. The information in the sharps injury log shall be recorded and maintained in a manner that protects the confidentiality of the injured employee. At a minimum, a sharps injury log shall contain all of the following information:

(i) The type and brand of device involved in the incident.

(ii) The work unit or work area where the exposure incident occurred.

(iii) An explanation of how the incident occurred.

(b) The requirement to establish and maintain a sharps injury log applies to any employer who is required to maintain a log of occupational injuries and illnesses as prescribed in MIOSHA Standard Part 11. "Recording and Reporting of Occupational Injuries and Illnesses," as referenced in R 325.70001a.

(c) A sharps injury log shall be maintained for the period required as prescribed in MIOSHA Standard Part 11. "Recording and Reporting of Occupational Injuries and Illnesses," as referenced in R 325.70001a.

#### **R 325.70016 Information and training.**

**Rule 16.** (1) An employer shall ensure that all category A employees participate in a training program provided at no cost to the employees and during working hours.

(2) Training shall be provided at the time of initial assignment to category A work or within 90 days after the effective date of these rules, whichever is later, and at least annually thereafter. If an employee has received training on bloodborne pathogens in the year preceding the effective date of these rules, only training with respect to requirements of this rule that were not included in the previous training need to be provided.

(3) An employer shall provide additional training when changes, such as the modification of tasks or procedures or the institution of new tasks or procedures, affect an employee's occupational exposure. The additional training may be limited to addressing the new exposures created.

(4) Material appropriate in content and vocabulary to the educational level, literacy, and language background of employees shall be used.

(5) The training program shall contain all of the following elements:

(a) Accessibility of the copy of these rules and an explanation of the contents of these rules, including appendices.

(b) A general explanation of the epidemiology and symptoms of bloodborne diseases.

(c) An explanation of the modes of transmission of bloodborne pathogens.

(d) An explanation of the employer's exposure control plan, including the standard operating procedures, and how an employee can access the written plan.

(e) An explanation of the appropriate methods for recognizing tasks and other activities that may involve exposure to blood and other potentially infectious material.

(f) An explanation of the use and limitations of practices that will prevent or reduce exposure, including appropriate engineering controls, work practices, and personal protective equipment.

(g) Information on all of the following with respect to personal protective clothing and equipment:

(i) Types.

(ii) Proper use.

(iii) Limitations.

(iv) Location.

(v) Removal.

(vi) Handling.

(vii) Decontamination.

(viii) Disposal.

(h) An explanation of the basis for selecting protective clothing and equipment.

(i) Information on the hepatitis B vaccine and postexposure prophylaxis, including all of the following information:

(i) Availability.

(ii) Efficacy.

(iii) Safety.

(iv) The benefits of being vaccinated.

(v) Method of administration.

(vi) That vaccination is free of charge.

(j) Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious material.

(k) An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident, and the medical follow-up and counseling that will be made available.

(l) An explanation of the signs and labels or color coding required by R 325.70014.

(6) Employees in HIV or HBV research laboratories and HIV/HBV production facilities shall receive the following initial training in addition to the training requirements specified in subrule (5) of this rule:

(a) Employees shall be trained in, and demonstrate proficiency in, standard microbiological practices and techniques and in the practices and operations specific to the facility before being allowed to work with HIV and HBV.

(b) Employees shall be experienced in the handling of human pathogens or tissue cultures before working with HIV and HBV.

(c) A training program shall be provided to employees who have not had experience in handling human pathogens. Initial work activities shall not include the handling of infectious agents. A progression of work activities shall be assigned as techniques are learned and proficiency is developed. An employee shall participate in work activities that involve infectious agents only after proficiency has been demonstrated.

(7) Training shall be conducted in the following manner:

(a) At the time of initial assignment to tasks where occupational exposure may take place and at least annually thereafter.

(b) Training sessions shall afford employees ample opportunity for discussion and the answering of questions by a knowledgeable trainer.

(c) The person conducting the training shall be knowledgeable in the subject matter covered by the elements contained in the training program as it relates to the workplace that the training will address.

R 325.70017 Rescinded.

R 325.70018 Rescinded.

## APPENDIX A INFORMATION SHEET

### Occupations with Potential for Exposure

The hazard of exposure to infectious materials affects employees in many types of employment and is not restricted to the healthcare industry. In the list below are a number of job classifications that may be associated with tasks that have occupational exposure to blood and other potentially infectious materials. The scope of the standard is not limited to employees in these jobs. At the same time, employees in the following jobs are not automatically covered unless they have reasonably anticipated occupational exposure:

Barbers  
Beauticians  
Chiropractors  
Correctional officers  
Day care center workers  
Dental care workers  
Dentists  
Dialysis personnel  
Emergency medical technicians  
Fire fighters  
Foster home workers  
Health care facility support staff  
Housekeepers  
Institutional home workers  
Janitors  
Laboratory workers  
Laundry workers

Law enforcement employees assigned to provide  
emergency first aid  
Maintenance workers  
Medical assistants  
Medical health residential workers  
Morticians  
Nursing personnel (professional and  
nonprofessional)  
Optometrists  
Paramedics  
Phlebotomists  
Physician assistants  
Physicians  
Plumbers  
Podiatrists  
Police officers  
Tattooists

## **Addresses**

Centers for Disease Control CDC and Michigan Department of Licensing and Regulatory Affairs

For current guidelines, contact:

National Prevention Information Network  
P.O. Box 6003  
Rockville, Maryland 20850  
Phone: 1-800-458-5231  
Internet Address: [www.cdcnpin.org](http://www.cdcnpin.org)  
E-mail Address: [info@cdcnpin.org](mailto:info@cdcnpin.org)

and

Michigan Department of Licensing and Regulatory Affairs  
General Industry Safety & Health Division  
P.O. Box 30644  
Lansing, Michigan 48909-8144  
Phone: (517) 322-1831  
Internet Address: [www.michigan/miosha](http://www.michigan/miosha)

## **Engineering Controls**

Engineering controls including ventilation systems and enclosures such as glove boxes, ventilation cabinets, laboratory hoods and tight fitting lids SHOULD be used to effectively isolate and contain spatters, splashes, mists and aerosols of blood, and other potentially infectious material generated from tissue homogenizers, sonicators, vortex mixers, centrifuges and other items capable of generating splashes, spatters, mists and aerosols. Engineering controls such as self-retracting needles, self-sealing capillary tubes and break resistant tubes should be used to prevent contact with blood or other potentially infectious material.

## **Disinfectants**

Appropriate disinfectants for hospital cleaning including sodium hypochlorite diluted between 1:10 and 1:100 with water or other equally effective disinfectant. Antiseptics available and safe for hands include alcoholic foam cleansers, disposable alcoholic tissue wipes, or even washcloths soaked with 70-90% alcohol. It should be noted that waterless antiseptics are most effective in the absence of gross soil.

## **Occupations Requiring Tear and Puncture Resistant Gloves**

Some occupations which may require tear and puncture resistant gloves are morticians, pathologists, mortuary workers, emergency medical technicians, corrections officers, fire fighters, police officers and other law enforcement occupations.

## **Gloves**

Hypoallergenic gloves may include latex but should not be limited to latex and the new improved glove types (such as vinyl) may be available on the market in the future.

Inappropriate "baggy" gloves, for example, as used by bakers, etc., are not meant for contact with blood of the potentially infectious material.



**APPENDIX B**  
**SAMPLE WAIVER STATEMENT WHEN AN EMPLOYEE DECLINES THE HEPATITIS B VACCINATION**

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Employee Name (print): \_\_\_\_\_

Employee Signature: \_\_\_\_\_

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



Michigan Occupational Safety and Health Administration  
PO Box 30643  
Lansing, Michigan 48909-8143  
Ph: 517-284-7740

The Department of Licensing and Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.



## Part 554 Bloodborne Infectious Diseases Standard Requirements for Training

Initial and annual training is required for all part-time, temporary and full-time employees exposed to blood or other potentially infectious material. Requirements for this training are delineated in the bloodborne infectious diseases rules and are discussed below.

First, training must be conducted at the time of initial assignment or prior to any exposure. If new or revised tasks or procedures are instituted at a future date, then additional training must be given prior to their implementation.

### Trainer Qualifications

The person conducting the training must be knowledgeable in the subject matter. In addition to demonstrating expertise in the area of occupational health and the transmission of bloodborne pathogens, the trainer must be familiar with the manner in which the elements in the training program relate to the particular workplace. Specialized courses or degree programs would aid in certifying the trainer's knowledge. Persons with strong medical backgrounds such as healthcare professionals (i.e., nurses, physicians and their assistants, infection control practitioners, emergency medical technicians, dental professionals, industrial hygienists and epidemiologists) are good candidates for trainers as long as they are knowledgeable in the subject matter.

A question and answer period must be provided in the training session. The trainer must present the training in a manner appropriate to the employee's educational, literacy and language background so that the employee understands the training.

### Training Content

In addition to the above requirements for training, the content of the training program is regulated. An overview of the bloodborne infectious diseases rules is required. A basic understanding of the reasons for the rules including an explanation of the epidemiology and symptoms of bloodborne disease and their modes of transmission is required. Current statistics regarding the epidemiology of the bloodborne pathogens can be requested from the Communicable Disease Epidemiology Division, Michigan Department of Community Health, P.O. Box 30035, 3500 North Martin Luther King, Jr., Boulevard, Lansing, Michigan 48909 or call (517)335-8165.

The trainer should present information on the more common bloodborne diseases including hepatitis B, AIDS, hepatitis C and syphilis. The modes of transmission should include both those common to the workplace (i.e., needle punctures, contact with non-intact skin, splashes and splatters into the eyes, nose or mouth) and personal risk factors (i.e. sexual activity and intravenous drug abuse). The employee must be trained to recognize those work tasks which



could result in exposure such as tasks which result in direct contact with street clothing or skin, or result in splashing and splattering into the eyes, nose or mouth.

To minimize exposure, employers must include non-managerial, exposed employees in the identification, selection and evaluation of appropriate, commercially available and effective safer medical devices. Effective training on new techniques and practices regarding the selected safer medical devices is required. Hands-on training is particularly recommended. Prohibited work practices must be communicated (i.e., no eating or drinking in contaminated areas).

If safer medical devices and work practice controls have not eliminated exposure, personal protective equipment (PPE) is required. PPE training must include the basis for selection, use and limitations. For example, single use examination gloves for blood drawing or utility gloves for blood cleanup would be necessary for use in differing tasks. Information on the types, proper use, location, removal, handling, decontamination and disposal of personal protective equipment must also be detailed.

Information on the hepatitis B vaccination including information on its efficacy, safety, method of administration, the benefits of being vaccinated and that the vaccine and vaccination will be offered free of charge also needs to be included in the training program. Additionally, information on postexposure evaluation and follow-up and procedures to follow if an exposure incident occurs shall be provided. The trainer needs to keep current with information from the U.S. Public Health Service Centers for Disease Control and Prevention (CDC). Publications such as the Morbidity and Mortality Weekly Report can be easily accessed at the following CDC website: [www.cdc.gov/epo/mmwr](http://www.cdc.gov/epo/mmwr) regarding these requirements.

Other elements of the training program include information on emergencies which the employee may encounter during work and an explanation of signs, labels or color coding as required by the rules. Finally, an explanation of the employer's exposure control plan and where to obtain it is required.

### **Training Records**

Training records must also be maintained by employers. These records must include dates of the training sessions, contents or a summary of the training sessions, names and qualifications of the trainers and the names and job titles of all persons attending the training sessions. Records must be maintained for 3 years from the date of training and must be provided upon request for examination and copying to employees, employee representatives and the Michigan Department of Consumer and Industry Services. To obtain additional information related to the Bloodborne Infectious Diseases standard contact the Michigan Department of Labor and Economic Growth, Michigan Occupational Safety and Health Administration, Consultation Education and Training: (517) 322-1809.

## **ATTACHMENT G**

(Approved Budget FY 2017 – 2018)

GCROSS Home Delivered Meals Component  
FY-2018

Meals			258,138
DIRECT COSTS			
	Labor	\$	364,816.98
	Meals, Materials, and Supplies		
	Raw Food Purchases	\$	502,013.65
	Supplies	\$	46,050.05
	Transportation		
	Vehicle Expenses	\$	28,216.79
	Travel & Mileage	\$	47,129.27
OVERHEAD			
	Facilities and Equipment	\$	23,533.20
	Communications	\$	7,502.12
	Contracted Services	\$	26,561.29
	Insurance	\$	1,959.35
INDIRECT and ADMINISTRATIVE COSTS			
	Central Services	\$	116,420.30
Total		\$	1,164,203.00
Unit Price Per One Delivered Meal		\$	4.51



## **ATTACHMENT H**



## GENESEE COUNTY TRAVEL REGULATIONS

### 1. General

APPLIES TO: These regulations shall govern all County Officials, personnel employed by the County of Genesee, and any other person who submits a voucher to the County for reimbursement of travel expenses.

### 2. Overnight Travel – Must be Approved by the Genesee County Board of Commissioners in Advance

Overnight travel is defined as: staying away from an individual's home for one or more nights, whether in or out of the state or country. When in-state travel is within reasonable commuting distance and time, and is less expensive in total, then an individual will commute.

#### (1) Transportation.

- (a) The expense of traveling by public carrier (rail, airplane or boat) will be allowed on the basis of actual cost. All travelers are expected to travel by the most economical mode of transportation.
- (b) Personnel traveling by airline shall depart from Bishop International Airport if the cost of the airline passenger ticket is no greater than the cost of a similar airline passenger ticket for departure from an alternative airport (the expenses involved in travel to and from such alternative airport, together with any expense of parking a motor vehicle involved in such travel, are to be considered as part of such cost), unless use of Bishop International Airport would involve significant scheduling difficulty.
- (c) When more than one person is attending an overnight or one day authorized conference, seminar or out-of-town meeting, arrangements will be made so that transportation to and from the conference will be shared by those individuals attending.

#### (2) Lodging, Meals, Other Expenses

- (a) The County will pay a maximum base room rate of \$199. If a traveler wishes to acquire preferred lodging at a higher cost than the \$199 base room rate, then the traveler is responsible for the payment of the monetary difference between cost of the lodging and the above rate.
- (b) Whenever meals are served on plane flights which are two or more hours or whenever meals are included in registration fees in which the traveler does not have a valid excuse for not attending, then the traveler shall not be entitled to any meal allowance for those particular meals. This deduction will be computed at the rate of \$6.00 for breakfast, \$9.00 for lunch, and \$15.00 for dinner.
- (c) The maximum daily meal allowances for official travel in-state and out-of-state shall be a maximum of \$30.00 per day. The traveler will not be reimbursed for non-County travelers (spouse, members of a family, friends, etc.).
- (d) The maximum daily tips for meals allowable will be 15 percent of actual meal cost.

### 3. One Day Conferences, Seminars, Workshops, Meetings and Other Travel In or Out of Genesee County

- (1) *Conferences, Seminars and Workshops.* The County will not pay for any meals unless included as part of the registration fee. Each employee will be responsible for their own meals regardless of departure and arrival times.
- (2) *Meetings.* Meals served during, before, or after a business meeting will not be reimbursable except with prior approval.
- (3) *Other Travel.* Meals acquired during normal work related travel will not be reimbursed by the County.

### 4. Individual Car Mileage

The mileage rate for the use of a privately owned automobile on business shall be the rate established by the Internal Revenue Service.

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN**

**THE COUNTY OF GENESEE**  
Acting By and Through  
**Genesee County Office of Senior Services ("GCROSS")**  
**Room 361, Genesee County Administration Building**  
**1101 Beach Street, Flint, Michigan 48502**  
Hereinafter referred to as the **"COUNTY"**

and

**GENESEE COUNTY COMMUNITY ACTION RESOURCE DEPARTMENT ("GCCARD")**  
**601 North Saginaw Street**  
**Flint, Michigan 48502**  
Hereinafter referred to as **"GCCARD" or "CONTRACTOR"**

**For the period from October 1, 2017 through September 30, 2018**

**Whereas**, the COUNTY and the CONTRACTOR previously entered into a MOU for a Program of Services titled "Congregate Meals and Home Delivered Meals for the Genesee County Office of Senior Services" (hereinafter referred to as "Services"); with an effective date of October 1, 2016 through September 30, 2017 ("the MOU") and

**Whereas**, the COUNTY elects to exercise its option as provided for in the Request for Proposals to which the CONTRACTOR responded, by extending the MOU for a second year; and

**Whereas**, the parties agree to enter into the MOU for the continued provision of **Home Delivered Meal Services** set forth herein;

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

**A. PURPOSE:**

This MOU is entered into for the purpose of retaining GCCARD to provide home delivered meals funded by Senior Citizen Services millage dollars to individuals 60 years of age or older who reside in Genesee County.

**B. GCCARD AGREES:**

1. To accept the terms of this MOU and to undertake, perform and complete the services described in RFP # 15-072 and Addenda ("the RFP"), and in GCCARD'S Proposal in response to RFP # 15-072 ("Proposal"), which are hereby incorporated to this MOU by reference, and included as Attachments A and B, respectively, and in CONTRACTOR'S budget, included as Attachment H to this MOU. If a conflict exists between this document and those incorporated by reference, this document governs.

2. That this MOU is effective as of commencement date upon approval or ratification by the Genesee County Board of Commissioners (the "Board").
3. To accept the conditions, requirements and obligations described and listed in Attachment C, Business Associate Agreement, if that Attachment is listed in Section D below.
4. To establish safeguards to prohibit conflicts of interest involving GCCARD employees, prohibiting them from being involved in activities that are motivated by a desire for private gain for themselves or others with whom they have family, business or personal ties.
5. That failure by the COUNTY to insist upon strict adherence to any terms of this MOU shall not be considered a waiver or deprive the COUNTY of the right thereafter to insist upon strict adherence to that term, or any other term, of this MOU.
6. To provide the necessary administrative, professional and technical staff in the required ratio and number with qualifications as designated in its proposal for operation of the program.
7. That title to any approved equipment (defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$250.00 or more per unit) purchases supported in whole or in substantial part by millage funds shall vest with the County of Genesee upon acquisition. Equipment purchases not included in the submitted budget are automatically unapproved. Purchases of office furniture or furnishings are not eligible for reimbursement and are, therefore, disapproved.
8. To notify the Contract Administrator of damage, theft or replacement of any equipment purchased with Senior Millage funds within 48 hours of such occurrence. When applicable, a copy of the police report must be submitted to the Contract Administrator within two weeks of the occurrence. The CONTRACTOR further agrees to repair or replace damaged or stolen equipment or to reimburse the COUNTY with the millage funded purchase cost utilizing non-senior millage funds. Failure to repair or replace such equipment shall result in repayment to the COUNTY of the millage funded purchase cost by reducing payments to the CONTRACTOR of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.
9. To utilize all report forms as required under the RFP, as well as those included in this document as Attachment D, including the Monthly New Client Address Form (to be sent electronically each month in an Excel Format), and reporting formats required by the COUNTY as of the effective date of this Contract, and to provide the COUNTY with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter. The CONTRACTOR will also provide the County an annual breakdown of financial data, regarding services provided, by Local Unit of Government (LUG).
10. To perform annual criminal background checks on paid staff or volunteers with access to personal information or that have personal contact with the senior clients. See Attachment B. The CONTRACTOR further agrees that costs associated with persons meeting the following criteria will not be paid utilizing senior millage funds:
  - a. Persons having a felony conviction in this state or elsewhere within the last 10 years; or

- b. Persons having a felony charge pending in this state or elsewhere; or
- c. Persons having a misdemeanor conviction in this state or elsewhere within the last 10 years involving theft, assault, battery or drug related crimes; or
- d. Persons having a misdemeanor charge pending in this state or elsewhere involving theft, assault, battery or drug related crimes.

The COUNTY retains the right to deny reimbursement for salary requests, or recapture paid reimbursements by withholding from future requests, if it determines that the individual for whom the request is/was made falls within any of the above categories.

11. To provide annually the documentation of appropriate licenses, criminal background checks and negative tuberculosis tests (tuberculosis testing is only required for new employees) for employees as specified in the RFP and subparagraph B.10 above. The Contractor further agrees to comply with the State of Michigan Department of Labor & Economic Growth, "Occupational Health Standards Part 554 Bloodborne Infectious Diseases" (MIOSHA Part 554) including "Part 554 Bloodborne Infectious Diseases Standard Requirements for Training" using the rules provided in Attachment F to this MOU. Documentation for existing workers or volunteers shall be performed and provided to the County within fifteen days of the signing of this MOU. Documentation of the testing and background checks shall be provided to the County with the monthly invoice and report form. Testing, licenses (if appropriate), and criminal background checks for new hires or new volunteers shall be performed and provided to the County within fifteen days of their commencement.
12. To include the following statement in or on all printed materials, newsletters, surveys, website, special events, programs, registration materials, advertisements, DVDs, CDs, program presentations, etc.: *"This program and/or service is funded in whole or in part by Genesee County Senior Millage funds. Your tax dollars are at work."*
13. That Senior Millage funds may not be used to provide increases in salaries or compensation packages for any employee or contractor, unless required by a collective bargaining agreement existing as of October 1, 2010 or unless a wage increase is required to comply with any state or federal minimum wage law.
14. That overnight travel funded by Senior Millage dollars shall be approved in advance by the Genesee County Board of Commissioners. The CONTRACTOR agrees to adhere to its own travel regulations or, in the absence of such acceptable regulations, to the Genesee County Travel Regulations as set forth in Attachment H to this MOU. Notwithstanding the preceding, no overnight travel reimbursements shall be made from Senior Millage funds without prior approval of the Genesee County Board of Commissioners. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.
15. That political campaign intervention, including directly or indirectly participating in, or intervening in, any political campaign on behalf of, or in opposition to, any candidate for elective public office is absolutely prohibited. Political campaign intervention includes:
  - Contributing to political campaign funds;
  - Making public statements of position (verbal or written) by or on behalf of the contractor in favor or opposition to any candidate for public office;



- Distributing statements prepared by others that favor or oppose any candidate for public office;
- Allowing a candidate to use the CONTRACTOR'S assets or facilities if the equivalent opportunity is not provided to all other candidates;
- Making partisan comments in official publications of the CONTRACTOR or at official functions of the contractor;
- Political fund raising at the CONTRACTOR'S place of business.

Political campaign intervention does not include:

- Taking a position on public policy issues as a CONTRACTOR, so long as the message does not favor or oppose a certain candidate or otherwise violate the political campaign intervention prohibition;
- Promoting voter registration in a non-partisan manner;
- Encouraging voter participation in a non-partisan manner;
- Providing voter education / voter guides in a non-partisan manner;
- Non-partisan candidate forums or debates at the CONTRACTOR'S facilities;
- Allowing candidates to appear or speak at CONTRACTOR events in a non-candidate capacity;
- Supporting the Senior Millage.

16. That the CONTRACTOR is responsible for all Services performed under this MOU. If a subcontractor is used, CONTRACTOR is the sole point of contact with regard to contractual matters, including payment of all charges resulting from the subcontract, regardless of who actually provides the service. CONTRACTOR shall notify COUNTY of any subcontractors to be utilized prior to their use. The COUNTY reserves the right to approve or reject any proposed subcontractor.

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

1. This MOU shall commence on October 1, 2017 and continue through September 30, 2018. The Board has the option to extend this Contract for up to one (1) additional one year term (the "Extension Terms") at the rates provided in CONTRACTOR'S proposal by providing CONTRACTOR with written notice thirty (30) days prior to the termination date of the Initial Term on the COUNTY'S election to exercise the option.
2. The COUNTY agrees to compensate GCCARD for the term of the MOU an amount not to exceed \$ 1,164,203.00 or costs of budgetary items described and included within GCCARD'S Proposal. Reimbursements will be disbursed on a monthly basis at the rate and monthly maximum amount as set forth in Paragraph H. Reimbursement Method for the service agreed upon for the duration of the MOU term.
3. Subject to the availability of funding and other applicable conditions, the COUNTY agrees to provide resources throughout the period of this MOU under the terms of this MOU.
4. CONTRACTOR is encouraged to provide its clients with the opportunity to make financial donations. All donations not limited in use by the donor must be used to provide additional services, as opposed to supporting other expenses. Donations must be reported to Genesee County on the monthly invoice form.

- a. If donations are to be allowed, CONTRACTOR must offer this voluntary opportunity to the client in a manner that allows for the donation, or lack thereof, to remain confidential. No one shall be denied service for failing to make a donation.
  - b. CONTRACTOR must develop a written procedure for the handling of donations. This procedure must include at a minimum: daily counting and recording of donations by two individuals; method of deposit into a financial institution; monthly reconciliation of deposit records and collection records by a third party who was not involved in counting or depositing the donations.
5. The COUNTY may, at reasonable times and without notice, visit and inspect the CONTRACTOR'S facilities and discuss or survey the CONTRACTOR'S activities with designated staff.
6. The COUNTY, or any other representatives designated by the COUNTY, has the right to examine, upon reasonable notice, all records, books and papers related to the performance of activities which are the subject of this MOU.
7. The Contract Administrator for this MOU is Lynn M. Radzilowski, Senior Services Director, GCCOSS, or her designee (the "Contract Administrator"). The CONTRACTOR acknowledges that the Contract Administrator is the primary COUNTY contact for notices and instructions related to this MOU. The CONTRACTOR agrees to provide a copy of all notices related to this MOU to the Contract Administrator.

#### **D. MEMORANDUM OF UNDERSTANDING ATTACHMENTS**

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

- Attachment A: RFP # 15-072 and Addenda
- Attachment B: GCCARD'S Response to RFP # 15-072
- Attachment C: Business Associate Agreement
- Attachment D: Reporting Forms (Monthly Invoice Form & Monthly New Client Address Form)
- Attachment E: Sample Client Satisfaction Survey (GCCARD may use its own form that provides this type of information)
- Attachment F: MIOSHA Part 554
- Attachment G: Approved Budget FY 2017 - 2018
- Attachment H: Genesee County Travel Regulations

#### **E. AMENDMENTS**

1. Any changes to this MOU will be valid only if made in writing and accepted by all parties to this MOU.
2. This MOU, including attachments, may be amended by mutual written consent of the GCCARD and the COUNTY. When submitting a proposed MOU or budget amendment,



GCCARD must also revise or amend its related output measures whenever the amendment results in a significant change of program scope or as specifically required by the COUNTY, and submit copies of the revised sheets and summary description of the changes.

3. In the event that circumstances occur that are not reasonably foreseeable or are beyond GCCARD'S control which reduce or otherwise interfere with GCCARD'S ability to provide or maintain specified services or operational procedures, immediate written notification must be provided to the COUNTY and, where feasible, an amendment to this MOU negotiated.
4. Any change proposed by GCCARD which would affect the funding of any activity support in whole or in part by funds provided under this MOU must be submitted in writing to the COUNTY immediately upon determining the need for such change. The proposed change may be implemented upon receipt of written notification from the COUNTY.
5. Within thirty days after receipt of the proposed change, the COUNTY shall advise the CONTRACTOR in writing of its determination. Subsequently, the COUNTY will initiate any necessary formal amendment to the MOU for execution by the parties to the MOU.
6. Any changes proposed by the COUNTY must be agreed to in writing by GCCARD within thirty days of receipt. Upon such written agreement, the COUNTY shall initiate any necessary formal amendment as above.
7. Minor modifications of the work plan that do not require monetary adjustments in excess of \$ 5,000.00 may be approved by the Contract Administrator without further consultation with the Genesee County Board of Commissioners.
8. The CONTRACTOR may submit a maximum of one budget amendment per quarter. All budget adjustments must be approved by the Office of Senior Services, and the Board of Commissioners, when required.

## **F. TERMINATION**

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

1. This MOU may be terminated by either party for any reason by giving ninety days written notice to the other party stating the effective date of termination.
2. This MOU may be terminated by the COUNTY upon thirty days written notice to GCCARD due to convenience or diminution of funds.
3. This MOU may be terminated by the COUNTY upon seven days written notice should the CONTRACTOR be found to have failed to perform its services in a manner satisfactory to the COUNTY as per MOU requirements. COUNTY will provide CONTRACTOR notice and a reasonable opportunity to cure service performance deemed to be non-satisfactory. However, the COUNTY shall be the sole judge of what constitutes a reasonable opportunity and non-satisfactory performance.

4. This MOU may be terminated immediately without further liability to the COUNTY if GCCARD, or an official of GCCARD, is found guilty of any activity referenced in Section I. Assurances, of this MOU.
5. In the event the COUNTY determines not to proceed further with this MOU during its term, the CONTRACTOR may retain all sums paid by the COUNTY for approved expenses incurred and for satisfactory work actually performed at the above stated fee structure. In this event, COUNTY will be liable for satisfactory services performed prior to the COUNTY'S notification of its intent to terminate the MOU and, upon full payment, the other obligations of either party to this MOU shall terminate except for the non-disclosure of information and non-solicitation of personnel as stated herein. Notwithstanding the preceding, COUNTY retains the right to demand and obtain repayment of any funds paid to CONTRACTOR, including withholding of amounts as offset from amounts claimed due by CONTRACTOR, that the COUNTY deems to have been paid in error, for services not authorized under the MOU, or for non-satisfactory services.

## **G. REPORTING REQUIREMENTS**

The CONTRACTOR will provide the COUNTY with monthly reports using the formats provided in Attachment D to this MOU, and following the criteria as established and outlined in the RFP. CONTRACTOR will also provide on a monthly basis a compilation, or copies, of completed Client Satisfaction Surveys providing information similar to that in the sample form found in Attachment E of the MOU.

## **H. REIMBURSEMENT METHOD**

1. The COUNTY shall reimburse GCCARD for Services provided during the duration of this MOU only. GCCARD shall not be reimbursed for Services provided prior to the commencement date of this MOU.
2. The COUNTY shall reimburse GCCARD on a monthly basis at a payment rate of \$ 4.51 per meal, with a recommended maximum reimbursement total of \$ 97,016.92 per month during the term of this MOU. The purpose of the recommended maximum reimbursement is to avoid CONTRACTOR expending all of its funds prior to the scheduled end date of the Initial Term. Reimbursements exceeding the recommended maximum figure may be permitted on a case by case basis as determined by the Contract Administrator as long as GCCARD presents an explanation of need and a reasonable plan for providing continued service for the remainder of the term of the MOU.
3. The COUNTY shall reimburse the GCCARD within thirty days of an approved invoice using the monthly invoice form and instructions found in Attachment D of this MOU. Prompt reimbursement shall be contingent upon full contractual compliance and submittal of requisite documentation on the approved invoice form. COUNTY may withhold reimbursement if it deems GCCARD to have failed to have substantially complied with the MOU terms. Ineligible expenses, expenditures not consistent with the approved budget or expenditures exceeding the monthly maximum limit without the above stated explanation and plan will not be reimbursed.

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

## **I. ASSURANCES**

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

## **J. CONFIDENTIALITY**

It is understood that work performed under this Program of Services will include access to proprietary documents and information. GCCARD agrees that confidential information about the COUNTY or its related entities will not be released, except as required by law, without the prior approval of the COUNTY. The COUNTY agrees that it will not release any of GCCARD'S materials provided or utilized during the contract performing process without written permission. GCCARD and the COUNTY affirm the Business Associate Agreement Form executed with the signing of this MOU and included as Attachment C, under Federal guidelines in accordance with the Health Insurance Portability and Accountability Act (HIPAA).

Further, both parties acknowledge that GCCARD will provide a Program of Services which includes coordination and collaboration with other organizations that provide social, health, transportation, legal and other priority services related to senior residents of Genesee County who are aged 60 years and older. GCCARD agrees to protect the confidentiality of information about persons assisted throughout this Program of Services by instituting confidentiality procedures that conform to the Privacy Act of 1974 and where applicable, handle all Private Health Information (PHI) in accordance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

CONTRACTOR acknowledges that the COUNTY is a public body subject to the Michigan Freedom of Information Act. Records held by the COUNTY are public unless exempted. Notwithstanding the foregoing, confidential information collected and provided to the COUNTY by the CONTRACTOR as part of its reporting requirements shall be used solely for purposes of performing and evaluating the performance of this Contract and will not be retained.

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

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

**L. INTEGRATION**

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

**M. WAIVER**

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

**N. SEVERABILITY**

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

**O. SPECIAL CERTIFICATION STATEMENT**

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

**COUNTY OF GENESEE**

**GENESEE COUNTY COMMUNITY ACTION  
RESOURCE DEPARTMENT**

\_\_\_\_\_  
By: MARK YOUNG, Chairperson  
Genesee County Board of Commissioners

\_\_\_\_\_  
By: MATTHEW PURCELL  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Attachment A**

(This document, Request For Proposal # 15-072 and related Addenda, is on file at the  
Genesee County Office of Senior Services.)

## **Attachment B**

(This document, Contractor's Response to the Request For Proposal # 15-072, is on file at the Genesee County Office of Senior Services.)



## Attachment C

**Attachment C**  
**Business Associate Agreement**

**Recital of Defined Terms**

"Business Associate" shall mean **GENESEE COUNTY COMMUNITY ACTION RESOURCE DEPARTMENT** (otherwise referred to as CONTRACTOR in the main 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 or on behalf of the County.

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

**Whereas**, Business Associate will be performing various services for or on behalf of the County that may, or do in fact, 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 County, 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 clients of the Program of Services.

**Whereas**, Business Associate, in order to meet 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 County.

**Whereas**, Business Associate further agrees to 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 County 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 County to the extent the County 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 County in accordance with applicable law constitute a contract between the County 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 County or clients of the Program without the prior written consent or authorization of the County or of the program clients. 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 confidential and will be used or 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 County of any instances of breach of confidentiality of which such person is aware.
  - c. Business Associate agrees to provide to the County the mailing addresses of clients for mapping purposes only. County agrees to limit use of the provided mailing addresses to mapping and statistical analysis. County further agrees to destroy all copies, paper and electronic, of the mailing addresses provided once the mapping of said addresses is complete.
5. Business Associate shall ensure that its personnel, employees, affiliates, and agents maintain the confidentiality of client health information and business information of the County.
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 County.
  - 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 County as specified in the main contract, provided that such use or disclosure would not violate the Privacy Rule if

done by the County or the minimum necessary policies and procedures of the County.

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 County 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 County 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 County upon request.
10. Business Associate shall make available protected health information in accordance with applicable law.
11. Business Associate shall incorporate any amendments or corrections to protected health information when notified pursuant to applicable law.
12. Business Associate agrees to indemnify and hold harmless the County, 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 within the terms of this Agreement or 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.
13. Without limiting the rights and remedies of the County elsewhere set forth in this Agreement or available under applicable law, the County may terminate this Agreement without penalty or recourse to the County if the County determines that Business Associate has violated a material term of the provisions of this Agreement.
14. Business Associate agrees that this Agreement may be amended from time to time by the County 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.
15. 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.

## **Attachment D**



Agency: GCCARD Activity: Home Delivered Meals

Contract Term: October 1, 2017 - September 30, 2018

Activity Period: \_\_\_\_\_

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

Agency's Authorizing Signature: \_\_\_\_\_

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

1. Total number of Genesee County residents (clients) aged 60 years and older who were provided home delivered meals under this contract during this month, who have not been provided home delivered meals in previous months.
2. Cumulative number of clients who were provided home delivered meals under this contract.
3. Total number of home delivered meals (HDMs) distributed under this contract during this month.
4. Less: The total number of kosher HDMs distributed under this contract during this month.
5. Net number of HDMs distributed under this contract during this month.
6. Cumulative net number of HDMs distributed under this contract.
7. For each client included in item 1, attach client's address including street number, name, and zip code. (submitted via e-mail)
8. Total number of requests for home delivered meals services received by your organization for clients during this month. Please list referral source(s) and indicate number of referrals for each source, and total.

Referral Sources:

Additional sheet may be attached if necessary.

	0
	0
	0
Total:	0

9. Number of clients on a waiting list for your services at the date of this reimbursement request.
10. Client Satisfaction Surveys Summary attached, if applicable.
11. Indicate the total number of Senior Millage clients GCCARD served with HDM during this month. Include the number of "new" clients from Question # 1 above, and the number of "roll-over" clients.
12. Indicate the amount of donations received by GCCARD for this program during this period.

	Rate		Units	Request
RATE PER UNIT (One Unit Ends at One Hour)	\$ 4.51	x	-	\$ -
	Maximum Allowed Monthly Request:			\$ 97,016.92
	# of Meals		Value of Meals	
Services for which GCCARD will be reimbursed:	-		\$ -	
Services for which GCCARD is not reimbursed:	-		\$ -	
	TOTAL REQUEST:			\$ -

Fund: 202-

Dept: GCOSS

Account Number:

TOTAL PAYMENT:

Date Received:

Last month's fund balance:

Minus Total Request from above:

Current fund balance:

GCOSS Staff Review:

GCOSS Staff Reviewers Initials:

Office of  
Senior Services  
Signature

Office of Senior Services Department Authority

## DEFINITIONS &amp; INSTRUCTIONS

<b>Activity Period</b>	<p>An activity period is defined as one calendar month, beginning on the first date and ending on the last date of the calendar month.</p> <p>Example: October 1, 2011 to October 31, 2011</p>
<b>New Client</b>	<p>A new client is one Genesee County resident, aged 60 years and older, who has not ever received services under this contract prior to the start of the reported activity period.</p>
<b>Cumulative</b>	<p>For the purposes of reporting on this contract, cumulative refers to the number of clients, or volunteers, or assessments, or reassessments, or referrals counted from the start date of the contract to the end of the reported activity period.</p>
<b>Total number of new clients or volunteers</b>	<p>The total number of new clients or volunteers as a whole may differ from the total number of new clients receiving more complete levels of services.</p> <p>Example 1: New client "A" was assessed and referred to your agency during the activity period, a care plan meeting is scheduled with the family, and care services will not begin until the next activity period. Client "A" is counted under Number 1. for the reporting activity period.</p> <p>Example 2: New Client "B" was assessed and referred to your agency during the activity period, a care plan was developed, and Attendant Level Services were performed during the reporting activity period. Client "B" is counted under Number 2. for the reported activity period.</p> <p>Example 3: New Client "C" was assessed and referred to your agency during the activity period, a care plan was developed, and Basic Level Services were performed during the reporting activity period. Client "C" is counted under Number 3. for the reported activity period.</p>
<b>Discharged</b>	<p>For the purposes of reporting on this contract, a client or volunteer may be considered to be discharged when services are no longer needed, requested, or otherwise not provided by your organization under this contract.</p>

Prompt reimbursement by the County for services is contingent upon full contractual compliance. Monthly invoice and report forms must be complete and must include attached information as indicated by a checkmark in the form. Incomplete forms will not be considered for approval until completed by Contractor. Based upon the costs of budgetary items described and included within the Contractor's Proposal and any amended budget submitted in preparation for this Amendment to Contract, supportive documentation is required to be submitted with any monthly reimbursement request for expense verification.

The following list is provided for the Contractor's use as an example of supportive / backup documentation, but is not intended to be all inclusive. Copies of check ledgers and/or actual receipts indicating expenditure date and definitive purpose of each expenditure are also considered examples of supportive documentation.

**Labor Costs:**

Staff Time Sheets  
Copies of Payroll/Checks

**Cost of Supplies and Materials:**

Copies of uniforms purchase receipts  
Copies of Postage Receipts  
Copies of Newsletters/Publications

**Direct and Indirect Costs, General and Administrative Burden or Overhead:**

Copies of site rental payment receipts  
Copies of telephone bills  
Copies of paid invoices for fringe benefits

**Transportation Costs, if included in budget:**

Copies of travel reimbursement payments  
Copies of mass transit bus pass purchases

## HOURS / UNITS CONVERSION TABLE

The standard unit of service provision for this contract is one hour. It is expected, however, that services will routinely provided that do not require a full hour to perform. The County utilizes a 1/10 of an hour system which breaks down the hour into six minute increments. When preparing the invoice for reimbursement, please use the following chart when determining partial units of service.

Hourly / Unit Conversion Table

Minutes		Tenths
1 through 6	=	0.1 (greater than 0 less than or equal to 6)
7 through 12	=	0.2 (7 to less than or equal to 12)
13 through 18	=	0.3 (13 to less than or equal to 18)
19 through 24	=	0.4 (19 to less than or equal to 24)
25 through 30	=	0.5 (25 to less than or equal to 30)
31 through 36	=	0.6 (31 to less than or equal to 36)
37 through 42	=	0.7 (37 to less than or equal to 42)
43 through 48	=	0.8 (43 to less than or equal to 48)
49 through 54	=	0.9 (49 to less than or equal to 54)
55 through 60	=	1.0 (whole hour) (55 to less than or equal to 60)

**Example:**

Client A is provided service taking 2 hours and 45 minutes.

Client A can be billed for 2.8 units

Client B is provided service taking 17 minutes.

Client B can be billed for .3 units

Client C is provided service taking 7 minutes.

Client C can be billed for .2 units

Total Units of Service for reimbursement request is:

3.3 units

(v) "Production facility" means a facility that is engaged in the industrial-scale, large-volume production of HIV or HBV or in the high-concentration production of HIV or HBV.

(w) "Regulated waste" means any of the following:

(i) Liquid or semiliquid blood or other potentially infectious material.

(ii) Contaminated items that would release blood or other potentially infectious material in a liquid or semiliquid state if compressed.

(iii) Items that are caked with dried blood or other potentially infectious material and that are capable of releasing these materials during handling.

(iv) Contaminated sharps.

(v) Pathological and microbiological waste that contains blood and other potentially infectious material.

(x) "Research laboratory" means a laboratory that produces or uses research laboratory-scale amounts of HIV or HBV. A research laboratory may produce high concentrations of HIV or HBV, but not in the volume found in a production facility.

(y) "Sharps with engineered sharps injury protections" means a nonneedle sharp or a needle device that is used for withdrawing body fluids, accessing a vein or artery, or administering medications or other fluids, and that has a build-in safety feature or mechanism that effectively reduces the risk of an exposure incident.

(z) "Source individual" means any living or dead individual whose blood or other potentially infectious material may be a source of occupational exposure to an employee. Examples of a source individual include all of the following:

(i) A patient of a hospital or clinic.

(ii) A client of an institution for the developmentally disabled.

(iii) A victim of trauma.

(iv) A client of a drug or alcohol treatment facility.

(v) A resident of a hospice or nursing home.

(vi) Human remains.

(vii) An individual who donates or sells his or her blood or blood components.

(aa) "Standard operating procedures (SOPs)" means any of the following that address the performance of work activities so as to reduce the risk of exposure to blood and other potentially infectious material:

(i) Written policies.

(ii) Written procedures.

(iii) Written directives.

(iv) Written standards of practice.

(v) Written protocols.

(vi) Written systems of practice.

(vii) Elements of an infection control program.

(bb) "Sterilize" means the use of a physical or chemical procedure to destroy all microbial life, including highly resistant bacterial endospores.

(cc) "Universal precautions" means a method of infection control that treats all human blood and other potentially infectious material as capable of transmitting HIV, HBV, and other bloodborne pathogens.

(dd) "Work practices" means controls that reduce the likelihood of exposure to bloodborne pathogens by altering the manner in which a task is performed.

#### **R 325.70003 Exposure determination.**

**Rule 3.** (1) An employer shall evaluate routine and reasonably anticipated tasks and procedures to determine whether there is actual or reasonably anticipated employee exposure to blood or other potentially infectious material. Based on this evaluation, an employer shall categorize all employees into category A or B as follows:

(a) Category A consists of occupations that require procedures or other occupation-related tasks that involve exposure or reasonably anticipated exposure to blood or other potentially infectious material or that involve a likelihood for spills or splashes of blood or other potentially infectious material. This includes procedures or tasks conducted in nonroutine situations as a condition of employment.

(b) Category B consists of occupations that do not require tasks that involve exposure to blood or other potentially infectious material on a routine or nonroutine basis as a condition of employment. Employees in occupations in this category do not perform or assist in emergency medical care or first aid and are not reasonably anticipated to be exposed in any other way.

(2) An exposure determination shall be made without regard to the use of personal protective clothing and equipment.

(3) An employer shall maintain a list of all job classifications that are determined to be category A.

#### **R 325.70004 Exposure control plan.**

**Rule 4.** (a) If an employee is determined to be in category A, then an employer shall establish a written exposure control plan to minimize or eliminate employee exposure.

(b) An exposure control plan shall contain all of the following information:

(i) The exposure determination required by R 325.70003(1).

(ii) The schedule and method of implementation for each applicable rule.

(iii) The contents or a summary of the training program required by R 325.70016.

(iv) The procedures for the evaluation of circumstances surrounding exposure incidents as required by R 325.70013(5).

(v) Task-specific standard operating procedures (SOPs) that address all of the following areas:

(A) Employee recognition of reasonably anticipated exposure to blood and other potentially infectious material.

(B) Appropriate selection, use, maintenance, and disposal of personal protective equipment.



(C) Contingency plans for foreseeable circumstances that prevent following the recommended SOPs.

(c) General employer policies or task-specific SOPs shall address the management of inadvertent exposures such as needlesticks or mucus membrane exposures.

(d) The exposure control plan shall be reviewed at least annually and updated as necessary. A review shall consider changes in employees' tasks and procedures and the latest information from the centers for disease control or the department. See appendix A for addresses of these agencies. The review and update of the exposure control plans shall comply with both of the following provisions:

(i) Reflect changes in technology that eliminate or reduce exposure to bloodborne pathogens.

(ii) Document annually consideration and implementation of appropriate commercially available and effective safer medical devices designed to eliminate or minimize occupational exposure.

(e) An employer shall ensure that only a person who has knowledge of applicable control practices is authorized to write and to review an exposure control plan.

(f) An employer shall ensure that the exposure control plan is made available to the director or a representative of the director for examination and copying upon request.

(g) An employer shall ensure that a copy of the exposure control plan is accessible to category A employees in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(h) An employer who is required to establish an exposure control plan shall solicit input from non-managerial employees responsible for direct patient care who are potentially exposed to injuries from contaminated sharps in the identification, evaluation, and selection of effective engineering and work practice controls and shall document the solicitation in the exposure control plan.

#### **R 325.70005 Universal precautions.**

**Rule 5.** Universal precautions shall be observed to prevent contact with blood and other potentially infectious materials. If differentiation between body fluid types is difficult or impossible, all body fluids shall be considered potentially infectious materials.

#### **R 325.70006 Engineering controls.**

**Rule 6.** (1) Engineering controls shall be used in combination with work practice controls to minimize or eliminate employee exposure to blood and other potentially infectious material. Where exposure remains after use of engineering and work practice controls, personal protective equipment shall also be used.

(2) Engineering controls shall be examined and maintained or replaced on a regular schedule to ensure their effectiveness.

(3) An employer shall provide hand-washing facilities which are readily accessible to employees. When provision of hand-washing facilities is not feasible, an employer shall provide an appropriate antiseptic hand cleanser with clean cloth or paper towels or antiseptic towelettes.

#### **R 325.70007 Work practices.**

**Rule 7.** At a minimum, work practices shall ensure all of the following:

(a) All personal protective equipment shall be removed before leaving the work area and shall be placed in an appropriately designated area or container for storage, washing, decontamination, or disposal.

(b) If a garment is penetrated by blood or other potentially infectious materials, the garment shall be removed immediately or as soon as feasible.

(c) Employers shall provide handwashing facilities that are readily accessible to employees. When provision of handwashing facilities is not feasible, the employer shall provide either an appropriate antiseptic hand cleanser in conjunction with clean cloth/paper towels or antiseptic towelettes. When antiseptic hand cleansers or towelettes are used, employees shall wash hands with soap and running water as soon as feasible.

(d) Employers shall ensure that employees wash their hands immediately or as soon as feasible after removal of gloves or other personal protective equipment.

(e) Employers shall ensure that employees wash hands and any other skin with soap and water, or flush mucous membranes with water immediately or as soon as feasible following contact of such body areas with blood or other potentially infectious materials.

(f) Used needles and other contaminated sharps shall not be sheared, bent, or broken and shall not be recapped or resheathed where other disposal methods are practical. Used needles and other sharps shall not be recapped, resheathed, or removed unless the employer can demonstrate that no alternative is feasible or that such action is required by a specific medical procedure. Needle recapping or removal shall be accomplished by use of a mechanical device or a 1-handed technique. The disposal of needles and sharps shall be accomplished in accordance with the provisions of R 325.70010.

(g) Eating, drinking, smoking, applying cosmetics or lip balm, or handling contact lenses is prohibited in laboratories and other work areas where there is a reasonable likelihood of exposure.

(h) Food and drink shall not be stored in refrigerators, freezers, shelves, cabinets, or on countertops or benchtops where blood or other potentially infectious material is present or in other areas of possible contamination.

(i) All procedures that involve blood or other potentially infectious material shall be performed in a manner that minimizes splashing, spraying, and aerosolization of blood or other potentially infectious material.

(j) Mouth pipetting or suctioning is prohibited.

## **R 325.70008 Protective work clothing and equipment.**

**Rule 8.** An employer shall provide protective work clothing and equipment used in the following:

(a) When there is occupational exposure, an employer shall provide, at no cost to the employee, and assure that an employee uses, appropriate personal protective clothing and equipment, such as any of the following:

- (i) Gloves.
- (ii) Gowns.
- (iii) Fluid-proof aprons.
- (iv) Laboratory coats.
- (v) Head and foot coverings.
- (vi) Faceshields or mask and eye protection.
- (vii) Mouthpieces.
- (viii) Resuscitation bags.
- (ix) Pocket masks.
- (x) Other ventilation devices.

Personal protective equipment is appropriate only if it does not permit blood or other potentially infectious material to pass through to or reach the employee's work clothes, street clothes, undergarments, skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration of time that the protective equipment is used.

(b) An employer shall ensure that an employee uses appropriate personal protective equipment unless the employer shows that the employee temporarily and briefly declined to use PPE when, under rare and extraordinary circumstances, it was the employee's professional judgment that in the specific instance the use of PPE would have prevented the delivery of health care or public safety services or would have posed an increased hazard to the safety of the worker or coworker. When the employee makes this judgment, the circumstances shall be investigated and documented to determine if changes can be made to prevent future occurrences.

(c) An employer shall assure that appropriate protective equipment and clothing in the appropriate sizes are readily accessible at the worksite or issued to employees at no cost to the employees. Hypoallergenic gloves, glove liners, powderless gloves, or other similar alternatives shall be readily accessible to employees who are allergic to the gloves normally provided. See appendix A for more information.

(d) An employer shall provide for the cleaning, laundering, or disposing of protective clothing and equipment required by this rule.

(e) An employer shall repair or replace required protective clothing and equipment as needed to maintain their effectiveness.

(f) An employee shall wear gloves if there is a reasonable anticipation of direct skin contact with blood, other potentially infectious material, mucous membranes, or nonintact skin of patients; when performing vascular access procedures, except as specified in subdivision (g) of this subrule; and when handling items or surfaces that are soiled with blood or other potentially infectious material.

Disposable (single-use) gloves, such as surgical or examination gloves, shall be replaced as soon as practical if contaminated or as soon as feasible if torn, punctured, or ineffective as barriers. Disposable gloves shall not be washed or decontaminated for reuse. Utility gloves shall be discarded if any are cracked, peeling, discolored, torn, or punctured or exhibit other signs of deterioration, but may be decontaminated for reuse if the integrity of the glove is maintained.

(g) If an employer of a volunteer blood donation center judges that routine gloving for all phlebotomies is not necessary, the employer shall do all of the following:

- (i) Periodically reevaluate this policy.
- (ii) Make appropriate gloves available to all employees who wish to use them for phlebotomy.
- (iii) Not discourage the use of gloves for phlebotomy.
- (iv) Require that gloves be used for phlebotomy in the following circumstances:

(A) When the employee has cuts, scratches, or other breaks in the skin on his or her hands or wrists.

(B) When the employee judges that hand contamination with blood may occur, for example, when performing phlebotomy on an uncooperative patient.

(C) When the employee is receiving training in phlebotomy.

(h) Employees shall wear masks and eye protection or chin-length face shields as appropriate if splashes, sprays, spatters, droplets, or aerosols of blood or other potentially infectious material may be generated and if there is a likelihood for eye, nose, or mouth contamination.

(i) Employees shall wear gowns, lab coats, aprons, clinic jackets, or similar outer garments where appropriate if there is a reasonably anticipated exposure. Such clothing shall protect all areas of exposed skin that have a significant likelihood for contamination. The type of characteristics will depend upon the task and degree of exposure anticipated.

(j) Employees shall wear surgical caps or hoods and shoe covers or boots where appropriate if there is a reasonable anticipation of gross contamination, for example, in autopsies and orthopedic surgery.

## **R 325.70009 Housekeeping.**

**Rule 9.** (1) An employer shall assure that the worksite is maintained in a clean and sanitary condition. An employer shall determine and implement an appropriate written schedule for cleaning and for the method of decontamination based on all of the following:

- (a) The location within a facility.
- (b) The type of surface to be cleaned.
- (c) The type of soil present.
- (d) The tasks or procedures being performed.



(2) All equipment and environmental and working surfaces shall be maintained in a sanitary condition as follows:

(a) Work surfaces shall be cleaned and appropriately decontaminated with an appropriate disinfectant in all of the following instances:

- (i) After completion of procedures.
- (ii) When surfaces are overtly contaminated.
- (iii) Immediately when blood or other potentially infectious material is spilled.

(iv) At the end of the work shift if the surface may have become contaminated since the last cleaning. See appendix A for supplemental information.

(b) Protective coverings such as plastic wrap, aluminum foil, or plastic-backed, absorbent paper may be used to cover equipment and environmental surfaces. These coverings shall be removed and replaced at the end of the work shift if contaminated or as soon as feasible when they become overly contaminated.

(c) Equipment that may become contaminated with blood or other potentially infectious material shall be examined before servicing or shipping and shall be decontaminated as necessary unless the employer can demonstrate that decontamination is not feasible. If decontamination is not feasible, the employer shall ensure that a readily observable label which states the portions of the equipment that remain contaminated and that is in compliance with R 325.70014(2)(h) is attached to the equipment. The employer shall ensure that all affected employees, the servicing representative, or the manufacturer, as appropriate, is notified that equipment decontamination is not feasible and is notified of the portions of the equipment that remain contaminated before handling, servicing, or shipping so that appropriate precautions will be taken.

(d) All bins, pails, cans, and similar receptacles that are intended for reuse and that have a reasonable likelihood for becoming contaminated with blood and other potentially infectious material shall be inspected and decontaminated on a regularly scheduled basis and shall be cleaned and decontaminated immediately, or as soon as possible, upon visible contamination.

(e) Broken glassware that may be contaminated shall not be picked up directly with the hands. It shall be cleaned up using mechanical means, such as a brush and dust pan, tongs, cotton swabs, or forceps.

(f) Specimens of blood or other potentially infectious material shall be placed in a closable leakproof container during collection, handling, processing, storing, transporting, or shipping. If contamination of the outside of a primary container is likely, a second leakproof container shall be placed over the outside of the first and closed to prevent leakage during handling, processing, storing, transporting, or shipping. If puncture of the primary container is likely, then the primary container shall be placed within a leakproof, puncture-resistant secondary container. All containers shall be labeled or color-coded in accordance of R 325.70014.

(g) Reusable sharps that are contaminated with blood or other potentially infectious materials shall not be stored or processed in a manner that requires employees to reach by hand into the containers where these sharps have been placed.

#### **R 325.70010 Regulated waste disposal.**

**Rule 10.** (1) All regulated waste that is being disposed of shall be placed in closable, leakproof containers or bags that are color-coded or labeled as required by the provisions of R 325.70014. If outside contamination of the container or bag is likely to occur, then a second leakproof container or bag that is closable and labeled or color-coded shall be placed over the outside of the first and closed to prevent leakage during handling, storage, and transport.

(2) Immediately after use, contaminated sharps shall be disposed of in closable, leakproof, puncture-resistant, disposable containers that are labeled or color-coded according to the provisions of R 325.70014. These containers shall be easily accessible to personnel; shall be located in the immediate area of use or where sharps are likely to be found, unless needles are mechanically recapped and transported through nonpublic corridors to the container; and shall be replaced routinely and not allowed to overfill.

(3) The disposal of all medical waste shall be in compliance with the provisions of sections 13801 to 13831 of Act No. 368 of the Public Acts of 1978, as amended, being §§333.13801 to 333.13831 of the Michigan Compiled Laws, and known as the medical waste regulatory act.

#### **R 325.70011 Laundry.**

**Rule 11.** (1) Laundry that is or may be soiled with blood or other potentially infectious material or that may contain contaminated sharps shall be treated as if it were contaminated and shall be handled as little as possible with a minimum of agitation.

(2) Contaminated laundry shall be bagged at the location where it was used and shall not be sorted or rinsed in areas where patients are cared for.

(3) Contaminated laundry shall be placed and transported in bags or containers labeled or color-coded in accordance with R 325.70014. If laundry is wet and presents the likelihood for soaking through or leaking from the bag, it shall be placed and transported in leakproof bags.

(4) An employer shall ensure that laundry workers wear protective gloves and other appropriate personal protective work clothing while handling contaminated laundry.

(5) When an employer follows universal precautions in the handling of all soiled laundry, alternative labeling or color coding is sufficient if it permits all employees to recognize the containers that are required to be in compliance with universal precautions.

(6) When an employer ships contaminated laundry off-site to a facility that does not use universal precautions in the handling of all laundry, the shipping employer shall use bags or containers that are labeled or color-coded in accordance with R 325.70014.

**R 325.70012 HIV and HBV research laboratories and production facilities.**

**Rule 12.** (1) This rule applies to research laboratories and production facilities that are engaged in the culture, production, concentration, experimentation, and manipulation of HIV and HBV. This rule applies to such laboratories and facilities in addition to the other requirements of these rules. This rule does not apply to clinical or diagnostic laboratories that are engaged solely in the analysis of blood, tissues, or organs.

(2) Research laboratories and production facilities shall be in compliance with all of the following requirements:

(a) All infectious liquid or solid waste shall be incinerated or decontaminated by a method known to effectively destroy bloodborne pathogens before being disposed of.

(b) Laboratory doors shall be kept closed when work involving HIV or HBV is in progress.

(c) Contaminated materials that are to be decontaminated at a site away from the work area shall be placed in a durable, leakproof, labeled or color-coded container that is closed before being removed from the work area.

(d) Access to the work area shall be limited to authorized persons only. Written policies and procedures shall be established whereby only persons who have been advised of the biohazard, who meet any specific entry requirements, and who comply with all entry and exit procedures shall be allowed to enter the work areas and animal rooms.

(e) When other potentially infectious material or infected animals are present in the work area or containment module, a hazard warning sign that incorporates the universal biohazard symbol shall be posted on all access doors. The hazard warning sign shall be in compliance with the provisions of R 325.70014(1).

(f) All activities that involve other potentially infectious material shall be conducted in biological safety cabinets or other physical containment devices within the containment module. Work with such material shall not be conducted on the open bench.

(g) Laboratory coats, gowns, smocks, uniforms, or other appropriate protective clothing shall be used in the work area and animal rooms. Protective clothing shall not be worn outside of the work area and shall be decontaminated before being laundered.

(h) Special care shall be taken to avoid skin contamination with other potentially infectious materials. Gloves shall be worn when handling infected animals and when making contact with other potentially infectious materials is unavoidable.

(i) All waste from work areas, including animal rooms, shall be incinerated or decontaminated by a method known to effectively destroy bloodborne pathogens before disposal.

(j) Vacuum lines shall be protected with high-efficiency particulate air (HEPA) filters, or equivalent filters, and liquid disinfectant traps. Filters and traps shall be checked routinely and maintained or replaced as necessary.

(k) Hypodermic needles, syringes, and other sharp instruments shall be used only when a safer alternate technique is not feasible. Only needle-locking syringes or disposable syringe with needle units that have a needle as an integral part of the syringe shall be used for the injection or aspiration of other potentially infectious material. Extreme caution shall be used when handling needles and syringes to avoid autoinoculation and the generation of aerosols during use and disposal. A needle shall not be bent, sheared, replaced in the sheath or guard, or removed from the syringe after being used. The needle and syringe shall be promptly placed in a puncture-resistant container and decontaminated, preferably by autoclaving, before being discarded or reused.

(l) A spill or accident that results in an exposure incident shall be immediately reported to the laboratory director or another responsible person. Spills shall immediately be contained and cleaned up by appropriate professional staff who are trained and equipped to work with potentially concentrated infectious material.

(m) A biosafety manual shall be prepared or adopted and reviewed and updated at least annually. Personnel shall be advised of potential hazards and shall be required to read and follow instructions on practices and procedures.

(n) Both of the following containment equipment requirements shall be complied with:

(i) Class I, II, or III certified biological safety cabinets or other appropriate combinations of personal protection or physical containment devices, such as any of the following, shall be used for all activities with other potentially infectious material that poses a threat of exposure to droplets, splashes, spills, or aerosols:

(A) Special protective clothing.

(B) Respirators.

(C) Centrifuge safety cups.

(D) Sealed centrifuge rotors.

(E) Containment caging for animals.

(ii) Biological safety cabinets shall be certified when installed, at least annually, and when they are relocated.

(3) HIV and HBV research laboratories shall be in compliance with both of the following requirements:

(a) Each laboratory shall contain a sink for washing hands and an eye wash station that are readily available in the work area.

(b) An autoclave for the decontamination of regulated wastes shall be available.



(4) HIV and HBV production facilities shall be in compliance with all of the following requirements:

(a) The work areas shall be separated from areas that are open to an unrestricted traffic flow within the building. Passage through 2 sets of doors shall be the basic requirement for entry into the work area from access corridors or other contiguous areas. Physical separation of the high-containment work area from access corridors or other areas or activities may also be provided by a double-doored room for changing clothes, an airlock, or other access facility that requires passing through 2 sets of doors before entering the work area. Showers may be included as part of the changing room.

(b) The interior surfaces of walls, floors, and ceilings shall be water-resistant so that they can be easily cleaned. Penetrations in these surfaces shall be sealed or capable of being sealed to facilitate decontamination of the work area.

(c) Each work area shall contain a sink for washing hands. The sink shall be foot-operated, elbow operated, or automatically operated and shall be located near the exit door of the work area.

(d) Access doors to the work area or containment module shall be self-closing.

(e) An autoclave for the decontamination of infectious wastes shall be available within, or as near as possible to, the work area.

(f) A ducted exhaust air ventilation system shall be provided. This system shall create directional airflow that draws air into the work area through the entry area. The exhaust air shall not be recirculated to any other area of the building, shall be discharged to the outside, and shall be dispersed away from occupied areas and air intakes. The proper direction of the airflow into the work area shall be verified.

(5) Additional training requirements for employees in HIV and HBV research laboratories and HIV and HBV production facilities are specified in R 325.70016(6).

#### **R 325.70013 Vaccinations and postexposure follow-up.**

**Rule 13.** (1) An employer shall assure that all medical evaluations are procedures that are performed by or under the supervision of a licensed physician or other licensed health care professional and that all laboratory tests are conducted by an accredited laboratory.

(2) An employer shall assure that all evaluations, procedures, vaccinations, and postexposure prophylaxes are provided without cost to the employee, at a reasonable time and place, and according to current recommendations of the United States public health service, unless in conflict with this rule.

(3) An employer shall assure that all employees will receive appropriate counseling with regard to medical risks and benefits before undergoing any evaluations, procedures, vaccinations, or postexposure prophylaxes.

(4) Within 10 working days of the time of initial assignment and after the employee has received training required by R 325.70016(5)(i), an employer shall make all of the following available to each category A employee:

(a) A hepatitis B vaccination. If an employee initially declines vaccination, but at a later date, while still covered under these rules, decides to accept the HBV vaccine, the employer shall provide the vaccine at that time. If a booster dose or doses are recommended by the United States public health service at a future date, the booster dose or doses shall be made available.

(b) If an employee has previously received the complete HBV vaccination series, is found to be immune to HBV by virtue of adequate antibody titer, or the vaccine is contraindicated for medical reasons, then the employer is not required to offer the HBV vaccine to that employee.

(c) An employer shall not make participation in a prescreening program a prerequisite for receiving hepatitis B vaccination.

(d) An employer shall assure that an employee who declines to accept hepatitis B vaccination signs a waiver statement with all of the following provisions:

(i) Understanding of risk.

(ii) Acknowledgment of opportunity of vaccination at no cost.

(iii) Declining vaccination.

(iv) Future availability of vaccination at no cost if desired, if still in at-risk status. See appendix B for a sample of an acceptable waiver statement.

(5) An employer shall provide each exposed employee with an opportunity to have a confidential medical evaluation and follow-up subsequent to a reported occupational exposure incident to blood or other potentially infectious material. The evaluation and follow-up shall include, at a minimum, all of the following elements:

(a) Documentation of the route or routes of exposure and the circumstances under which the exposure incident occurred.

(b) Identification and documentation of the source individual, unless the employer can establish that identification is infeasible or prohibited by state or local law, shall include all of the following:

(i) The source individual's blood shall be tested as soon as feasible and after consent is obtained to determine HBV and HIV infectivity. If consent is not obtained, the employer shall establish that legally required consent cannot be obtained. If the source individual's consent is not required by law, his or her blood, if available, shall be tested and the results documented.

(ii) If the source individual is already known to be infected with HBV or HIV, testing need not be repeated.

(iii) Results of the source individual's testing shall be made available to the exposed employee, and the employee shall be informed of applicable laws and regulations concerning disclosure of the identity and infectious status of the source individual.

(c) Collection and testing of blood or HBV and HIV serological status shall include both of the following:

(i) The exposed employee's blood shall be collected as soon as feasible and tested after consent is obtained.

(ii) If the exposed employee consents to baseline blood collection, but not to HIV testing at that time, the sample shall be preserved for not less than 90 days. If within the 90 days the employee elects to have the baseline sample tested, such testing shall be done as soon as feasible.

(d) Postexposure prophylaxis, when medically indicated, as recommended by the United States public health service.

(e) Counseling on risk reduction and the risks and benefits of HIV testing in accordance with state law.

(f) Evaluation of reported illnesses.

(6) An employer shall ensure that the health care professional who is responsible for the hepatitis B Vaccination is provided with a copy of these rules and appendices. An employer shall ensure that the health care professional who evaluates an employee after an exposure incident is provided with all of the following information:

(a) A description of the affected employee's duties as they relate to the employee's exposure incident.

(b) Documentation of the route or routes of exposure and the circumstances under which exposure occurred.

(c) Results of the source individual's blood testing, if available.

(d) All medical records that are relevant to the appropriate treatment of the employee, including vaccination status, and that are the employer's responsibility to maintain.

(7) For each evaluation pursuant to the provisions of this rule, an employer shall obtain, and provide an employee with a copy of, the evaluating health care professional's written opinion within 15 working days of the completion of the evaluation. The written opinion shall be limited to the following information:


(a) Whether hepatitis B vaccination is indicated for an employee and if the employee has received such vaccination.

(b) A statement that the employee has been informed of the results of the medical evaluation and that the employee has been told about any medical conditions that have resulted from exposure to blood or other potentially infectious material and that require further evaluation or treatment. The written opinion obtained by the employer shall not reveal specific findings or diagnoses that are unrelated to the employee's ability to wear protective clothing and equipment or receive vaccinations. Such findings and diagnoses shall remain confidential.

(8) Medical records that are required by these rules shall be maintained in accordance with R 325.70015.

#### **R 325.70014 Communication of hazards to employees.**

**Rule 14.** (1) An employer shall post signs at the entrance to work areas specified in R 325.70012. The signs shall bear the following legend:

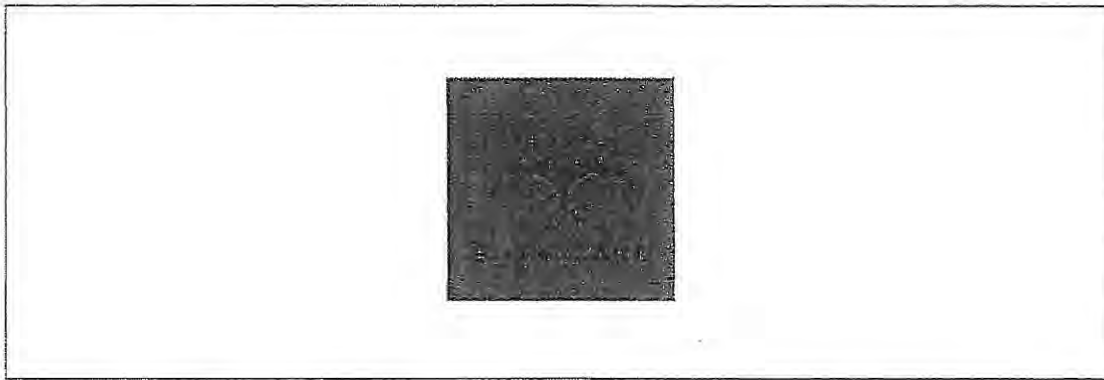

[Name of infectious agent]
[Special requirements for entering the area]
[Name and telephone number of the laboratory director or other responsible person]

These signs shall be fluorescent orange-red with lettering and symbols in a contrasting color.

(2) Labels shall be in compliance with all of the following requirements:

(a) Warning labels shall be affixed to containers of regulated waste, refrigerators and freezers that contain blood or other potentially infectious material, and other containers that are used to store or transport blood or other potentially infectious material, except as provided in subdivision (e) or (f) of this subrule.

(b) Labels that are required pursuant to this rule shall include the follow legend:



(c) Labels shall be fluorescent orange or orange-red or predominately orange or orange-red, with lettering or symbols in a contrasting color.

(d) Labels shall either be an integral part of the container or shall be affixed as close as safely possible to the container by string, wire, or adhesive or by another method that prevents the loss of labels or the unintentional removal of labels.

(e) Red bags or red containers may be substituted for labels.

(f) Containers of blood, blood components, or blood products that are labeled as to their contents and that have been released for transfusion or other clinical use are exempted from the labeling requirements of this rule.

(g) Individual containers of blood or other potentially infectious materials that are placed in a labeled container during storage, transport, shipment, or disposal are exempted from labeling requirements.

(h) Labels required for contaminated equipment shall be in accordance this subrule and shall also describe which portions of the equipment remain contaminated.

(i) Regulated waste that has been decontaminated need not be labeled or color-coded.

#### **R 325.70015 Recordkeeping.**

**Rule 15.** (1) An employer shall establish and maintain medical records for each category A employee in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(2) An employer shall ensure that medical records contain, at a minimum, all of the following information:

(a) The name and social security number of the employee.

(b) A copy of the employee's hepatitis B vaccination status, including the dates administered and medical records relating to the employee's ability to receive a vaccination as required by R 325.70013.

(c) A copy of all results of examinations, medical testing, and follow-up procedures as required by R 325.70013.

(d) The employer's copy of the physician's written opinion.

(e) A copy of the information provided to the physician as required by R 325.70013(6).

(3) An employer shall assure that employee medical records that are required by this rule are kept confidential and are not disclosed or reported without the employee's express written consent to any person within or outside the workplace, except as required by this rule or as may be required or permitted by law.

(4) An employer shall maintain employee medical records for not less than the duration of employment plus 30 years in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(5) An employer shall develop and maintain training records for each category A employee. Training records shall be maintained for 3 years beyond the date that the training occurred.

(6) Training records shall include all of the following information:

(a) The dates of the training sessions.

(b) The contents or a summary of the training sessions.

(c) The names and qualifications of persons who conduct the training.

(d) The names and job titles of all persons who attend the training sessions.

(7) An employer shall assure that all records that are required to be maintained by these rules shall be made available, upon request, to representatives of the department or the director for examination and copying.

(8) An employer shall ensure that employee training records are provided, upon request, for examination and copying to employees, employee representatives, and the director in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.



(9) An employer shall ensure that employee medical records are provided, upon request, for examination and copying to the subject employee, to anyone who has the written consent of the subject employee, and to the director in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(10) An employer shall comply with the requirements that involve the transfer of records in Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(11) All of the following provisions apply to a sharps injury log:

(a) An employer shall establish and maintain a sharps injury log for the recording of percutaneous injuries from contaminated sharps. The information in the sharps injury log shall be recorded and maintained in a manner that protects the confidentiality of the injured employee. At a minimum, a sharps injury log shall contain all of the following information:

(i) The type and brand of device involved in the incident.

(ii) The work unit or work area where the exposure incident occurred.

(iii) An explanation of how the incident occurred.

(b) The requirement to establish and maintain a sharps injury log applies to any employer who is required to maintain a log of occupational injuries and illnesses as prescribed in MIOSHA Standard Part 11, "Recording and Reporting of Occupational Injuries and Illnesses," as referenced in R 325.70001a.

(c) A sharps injury log shall be maintained for the period required as prescribed in MIOSHA Standard Part 11, "Recording and Reporting of Occupational Injuries and Illnesses," as referenced in R 325.70001a.

#### **R 325.70016 Information and training.**

**Rule 16.** (1) An employer shall ensure that all category A employees participate in a training program provided at no cost to the employees and during working hours.

(2) Training shall be provided at the time of initial assignment to category A work or within 90 days after the effective date of these rules, whichever is later, and at least annually thereafter. If an employee has received training on bloodborne pathogens in the year preceding the effective date of these rules, only training with respect to requirements of this rule that were not included in the previous training need to be provided.

(3) An employer shall provide additional training when changes, such as the modification of tasks or procedures or the institution of new tasks or procedures, affect an employee's occupational exposure. The additional training may be limited to addressing the new exposures created.

(4) Material appropriate in content and vocabulary to the educational level, literacy, and language background of employees shall be used.

(5) The training program shall contain all of the following elements:

(a) Accessibility of the copy of these rules and an explanation of the contents of these rules, including appendices.

(b) A general explanation of the epidemiology and symptoms of bloodborne diseases.

(c) An explanation of the modes of transmission of bloodborne pathogens.

(d) An explanation of the employer's exposure control plan, including the standard operating procedures, and how an employee can access the written plan.

(e) An explanation of the appropriate methods for recognizing tasks and other activities that may involve exposure to blood and other potentially infectious material.

(f) An explanation of the use and limitations of practices that will prevent or reduce exposure, including appropriate engineering controls, work practices, and personal protective equipment.

(g) Information on all of the following with respect to personal protective clothing and equipment:

(i) Types.

(ii) Proper use.

(iii) Limitations.

(iv) Location.

(v) Removal.

(vi) Handling.

(vii) Decontamination.

(viii) Disposal.

(h) An explanation of the basis for selecting protective clothing and equipment.

(i) Information on the hepatitis B vaccine and postexposure prophylaxis, including all of the following information:

(i) Availability.

(ii) Efficacy.

(iii) Safety.

(iv) The benefits of being vaccinated.

(v) Method of administration.

(vi) That vaccination is free of charge.

(j) Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious material.

(k) An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident, and the medical follow-up and counseling that will be made available.

(l) An explanation of the signs and labels or color coding required by R 325.70014.

(6) Employees in HIV or HBV research laboratories and HIV/HBV production facilities shall receive the following initial training in addition to the training requirements specified in subrule (5) of this rule:

(a) Employees shall be trained in, and demonstrate proficiency in, standard microbiological practices and techniques and in the practices and operations specific to the facility before being allowed to work with HIV and HBV.



(b) Employees shall be experienced in the handling of human pathogens or tissue cultures before working with HIV and HBV.

(c) A training program shall be provided to employees who have not had experience in handling human pathogens. Initial work activities shall not include the handling of infectious agents. A progression of work activities shall be assigned as techniques are learned and proficiency is developed. An employee shall participate in work activities that involve infectious agents only after proficiency has been demonstrated.

(7) Training shall be conducted in the following manner:

(a) At the time of initial assignment to tasks where occupational exposure may take place and at least annually thereafter.

(b) Training sessions shall afford employees ample opportunity for discussion and the answering of questions by a knowledgeable trainer.

(c) The person conducting the training shall be knowledgeable in the subject matter covered by the elements contained in the training program as it relates to the workplace that the training will address.

R 325.70017 Rescinded.

R 325.70018 Rescinded.

## APPENDIX A INFORMATION SHEET

### Occupations with Potential for Exposure

The hazard of exposure to infectious materials affects employees in many types of employment and is not restricted to the healthcare industry. In the list below are a number of job classifications that may be associated with tasks that have occupational exposure to blood and other potentially infectious materials. The scope of the standard is not limited to employees in these jobs. At the same time, employees in the following jobs are not automatically covered unless they have reasonably anticipated occupational exposure:

Barbers  
Beauticians  
Chiropractors  
Correctional officers  
Day care center workers  
Dental care workers  
Dentists  
Dialysis personnel  
Emergency medical technicians  
Fire fighters  
Foster home workers  
Health care facility support staff  
Housekeepers  
Institutional home workers  
Janitors  
Laboratory workers  
Laundry workers

Law enforcement employees assigned to provide  
emergency first aid  
Maintenance workers  
Medical assistants  
Medical health residential workers  
Morticians  
Nursing personnel (professional and  
nonprofessional)  
Optometrists  
Paramedics  
Phlebotomists  
Physician assistants  
Physicians  
Plumbers  
Podiatrists  
Police officers  
Tattooists

## Addresses

Centers for Disease Control CDC and Michigan Department of Licensing and Regulatory Affairs

For current guidelines, contact:

National Prevention Information Network  
P.O. Box 6003  
Rockville, Maryland 20850  
Phone: 1-800-458-5231  
Internet Address: [www.cdcnpi.org](http://www.cdcnpi.org)  
E-mail Address: [info@cdcnpin.org](mailto:info@cdcnpin.org)

and

Michigan Department of Licensing and Regulatory Affairs  
General Industry Safety & Health Division  
P.O. Box 30644  
Lansing, Michigan 48909-8144  
Phone: (517) 322-1831  
Internet Address: [www.michigan/miosha](http://www.michigan/miosha)

## Engineering Controls

Engineering controls including ventilation systems and enclosures such as glove boxes, ventilation cabinets, laboratory hoods and tight fitting lids SHOULD be used to effectively isolate and contain spatters, splashes, mists and aerosols of blood, and other potentially infectious material generated from tissue homogenizers, sonicators, vortex mixers, centrifuges and other items capable of generating splashes, spatters, mists and aerosols. Engineering controls such as self-retracting needles, self-sealing capillary tubes and break resistant tubes should be used to prevent contact with blood or other potentially infectious material.

## Disinfectants

Appropriate disinfectants for hospital cleaning including sodium hypochlorite diluted between 1:10 and 1:100 with water or other equally effective disinfectant. Antiseptics available and safe for hands include alcoholic foam cleansers, disposable alcoholic tissue wipes, or even washcloths soaked with 70-90% alcohol. It should be noted that waterless antiseptics are most effective in the absence of gross soil.

## Occupations Requiring Tear and Puncture Resistant Gloves

Some occupations which may require tear and puncture resistant gloves are morticians, pathologists, mortuary workers, emergency medical technicians, corrections officers, fire fighters, police officers and other law enforcement occupations.

## Gloves

Hypoallergenic gloves may include latex but should not be limited to latex and the new improved glove types (such as vinyl) may be available on the market in the future.

Inappropriate "baggy" gloves, for example, as used by bakers, etc., are not meant for contact with blood of the potentially infectious material.

**APPENDIX B**  
**SAMPLE WAIVER STATEMENT WHEN AN EMPLOYEE DECLINES THE HEPATITIS B VACCINATION**

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Employee Name (print): \_\_\_\_\_

Employee Signature: \_\_\_\_\_

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



Michigan Occupational Safety and Health Administration  
PO Box 30643  
Lansing, Michigan 48909-8143  
Ph: 517-284-7740

The Department of Licensing and Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.



## Part 554 Bloodborne Infectious Diseases Standard Requirements for Training

Initial and annual training is required for all part-time, temporary and full-time employees exposed to blood or other potentially infectious material. Requirements for this training are delineated in the bloodborne infectious diseases rules and are discussed below.

First, training must be conducted at the time of initial assignment or prior to any exposure. If new or revised tasks or procedures are instituted at a future date, then additional training must be given prior to their implementation.

### Trainer Qualifications

The person conducting the training must be knowledgeable in the subject matter. In addition to demonstrating expertise in the area of occupational health and the transmission of bloodborne pathogens, the trainer must be familiar with the manner in which the elements in the training program relate to the particular workplace. Specialized courses or degree programs would aid in certifying the trainer's knowledge. Persons with strong medical backgrounds such as healthcare professionals (i.e., nurses, physicians and their assistants, infection control practitioners, emergency medical technicians, dental professionals, industrial hygienists and epidemiologists) are good candidates for trainers as long as they are knowledgeable in the subject matter.

A question and answer period must be provided in the training session. The trainer must present the training in a manner appropriate to the employee's educational, literacy and language background so that the employee understands the training.

### Training Content

In addition to the above requirements for training, the content of the training program is regulated. An overview of the bloodborne infectious diseases rules is required. A basic understanding of the reasons for the rules including an explanation of the epidemiology and symptoms of bloodborne disease and their modes of transmission is required. Current statistics regarding the epidemiology of the bloodborne pathogens can be requested from the Communicable Disease Epidemiology Division, Michigan Department of Community Health, P.O. Box 30035, 3500 North Martin Luther King, Jr., Boulevard, Lansing, Michigan 48909 or call (517)335-8165.

The trainer should present information on the more common bloodborne diseases including hepatitis B, AIDS, hepatitis C and syphilis. The modes of transmission should include both those common to the workplace (i.e., needle punctures, contact with non-intact skin, splashes and splatters into the eyes, nose or mouth) and personal risk factors (i.e. sexual activity and intravenous drug abuse). The employee must be trained to recognize those work tasks which



could result in exposure such as tasks which result in direct contact with street clothing or skin, or result in splashing and splattering into the eyes, nose or mouth.

To minimize exposure, employers must include non-managerial, exposed employees in the identification, selection and evaluation of appropriate, commercially available and effective safer medical devices. Effective training on new techniques and practices regarding the selected safer medical devices is required. Hands-on training is particularly recommended. Prohibited work practices must be communicated (i.e., no eating or drinking in contaminated areas).

If safer medical devices and work practice controls have not eliminated exposure, personal protective equipment (PPE) is required. PPE training must include the basis for selection, use and limitations. For example, single use examination gloves for blood drawing or utility gloves for blood cleanup would be necessary for use in differing tasks. Information on the types, proper use, location, removal, handling, decontamination and disposal of personal protective equipment must also be detailed.

Information on the hepatitis B vaccination including information on its efficacy, safety, method of administration, the benefits of being vaccinated and that the vaccine and vaccination will be offered free of charge also needs to be included in the training program. Additionally, information on postexposure evaluation and follow-up and procedures to follow if an exposure incident occurs shall be provided. The trainer needs to keep current with information from the U.S. Public Health Service Centers for Disease Control and Prevention (CDC). Publications such as the Morbidity and Mortality Weekly Report can be easily accessed at the following CDC website: [www.cdc.gov/epo/mmwr](http://www.cdc.gov/epo/mmwr) regarding these requirements.

Other elements of the training program include information on emergencies which the employee may encounter during work and an explanation of signs, labels or color coding as required by the rules. Finally, an explanation of the employer's exposure control plan and where to obtain it is required.

### **Training Records**

Training records must also be maintained by employers. These records must include dates of the training sessions, contents or a summary of the training sessions, names and qualifications of the trainers and the names and job titles of all persons attending the training sessions. Records must be maintained for 3 years from the date of training and must be provided upon request for examination and copying to employees, employee representatives and the Michigan Department of Consumer and Industry Services. To obtain additional information related to the Bloodborne Infectious Diseases standard contact the Michigan Department of Labor and Economic Growth, Michigan Occupational Safety and Health Administration, Consultation Education and Training: (517) 322-1809.

## **ATTACHMENT G**

(Approved Budget FY 2017 – 2018)



GCOSS Congregate Meals Component  
FY-2018

Meals	39,094
-------	--------

DIRECT COSTS

Labor	\$ 62,319.47
Meals, Materials, and Supplies	
Raw Food Purchases	\$ 56,353.63
Supplies	\$ 7,837.20
Transportation	
Vehicle Expenses	\$ 17,806.59
Travel & Mileage	\$ 2,857.28

OVERHEAD

Facilities and Equipment	\$ 4,257.21
Communications	\$ 811.24
Contracted Services	\$ 86,850.49
Insurance	\$ 210.59

INDIRECT and ADMINISTRATIVE COSTS

Central Services	\$ 26,589.30
------------------	--------------

---

Total	\$ 265,893.00
-------	---------------

Unit Price Per One Delivered Meal	\$ 6.65
-----------------------------------	---------

8,790 JCS kosher home delivered meals

2,200 JCS kosher home delivered meals

Total Value GCSC FY-18 Contract	\$ 265,893.00
---------------------------------	---------------

JCS Contract	\$ (85,176.00)
--------------	----------------

\$1.82 Funding Adjustment	\$ (16,025.05)
---------------------------	----------------

Available for GCSC congregate reimb	\$ 164,691.95
-------------------------------------	---------------

28,104 GCCARD congregate meals

Avg cost per GCCARD congregate meal	\$ 5.86
-------------------------------------	---------



## **Attachment H**

## GENESEE COUNTY TRAVEL REGULATIONS

### 1. General

APPLIES TO: These regulations shall govern all County Officials, personnel employed by the County of Genesee, and any other person who submits a voucher to the County for reimbursement of travel expenses.

### 2. Overnight Travel – Must be Approved by the Genesee County Board of Commissioners in Advance

Overnight travel is defined as: staying away from an individual's home for one or more nights, whether in or out of the state or country. When in-state travel is within reasonable commuting distance and time, and is less expensive in total, then an individual will commute.

#### (1) Transportation.

- (a) The expense of traveling by public carrier (rail, airplane or boat) will be allowed on the basis of actual cost. All travelers are expected to travel by the most economical mode of transportation.
- (b) Personnel traveling by airline shall depart from Bishop International Airport if the cost of the airline passenger ticket is no greater than the cost of a similar airline passenger ticket for departure from an alternative airport (the expenses involved in travel to and from such alternative airport, together with any expense of parking a motor vehicle involved in such travel, are to be considered as part of such cost), unless use of Bishop International Airport would involve significant scheduling difficulty.
- (c) When more than one person is attending an overnight or one day authorized conference, seminar or out-of-town meeting, arrangements will be made so that transportation to and from the conference will be shared by those individuals attending.

#### (2) Lodging, Meals, Other Expenses

- (a) The County will pay a maximum base room rate of \$199. If a traveler wishes to acquire preferred lodging at a higher cost than the \$199 base room rate, then the traveler is responsible for the payment of the monetary difference between cost of the lodging and the above rate.
- (b) Whenever meals are served on plane flights which are two or more hours or whenever meals are included in registration fees in which the traveler does not have a valid excuse for not attending, then the traveler shall not be entitled to any meal allowance for those particular meals. This deduction will be computed at the rate of \$6.00 for breakfast, \$9.00 for lunch, and \$15.00 for dinner.
- (c) The maximum daily meal allowances for official travel in-state and out-of-state shall be a maximum of \$30.00 per day. The traveler will not be reimbursed for non-County travelers (spouse, members of a family, friends, etc.).
- (d) The maximum daily tips for meals allowable will be 15 percent of actual meal cost.

### 3. One Day Conferences, Seminars, Workshops, Meetings and Other Travel In or Out of Genesee County

- (1) *Conferences, Seminars and Workshops.* The County will not pay for any meals unless included as part of the registration fee. Each employee will be responsible for their own meals regardless of departure and arrival times.
- (2) *Meetings.* Meals served during, before, or after a business meeting will not be reimbursable except with prior approval.
- (3) *Other Travel.* Meals acquired during normal work related travel will not be reimbursed by the County.

### 4. Individual Car Mileage

The mileage rate for the use of a privately owned automobile on business shall be the rate established by the Internal Revenue Service.

## **ATTACHMENT I**

Attachment I -- The draft subcontract between GCCARD and Jewish Community Services for FY 2017 – 2018 is not available at this time.

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN**

**THE COUNTY OF GENESEE**

Acting By and Through  
**Genesee County Office of Senior Services ("GCOS")**  
**Room 361, Genesee County Administration Building**  
**1101 Beach Street, Flint, Michigan 48502**  
Hereinafter referred to as the "COUNTY"

and

**GENESEE COUNTY COMMUNITY ACTION RESOURCE DEPARTMENT**

**601 North Saginaw Street**  
**Flint, Michigan 48502**  
Hereinafter referred to as "GCCARD" or "CONTRACTOR"

**For the period from October 1, 2017 through September 30, 2018**

**Whereas**, the COUNTY and the CONTRACTOR previously entered into a MOU for a Program of Services titled "Congregate Meals and Home Delivered Meals for the Genesee County Office of Senior Services" (hereinafter referred to as "Services"); with an effective date of October 1, 2016 through September 30, 2017 ("the MOU") and

**Whereas**, the COUNTY elects to exercise its option as provided for in the Request for Proposals to which the CONTRACTOR responded, by extending the MOU for a second year: and

**Whereas**, the parties agree to enter into the MOU for the continued provision of **Congregate Meal Services** set forth herein:

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

**A. PURPOSE:**

This MOU is entered into for the purpose of retaining GCCARD to provide congregated meals funded by Senior Citizen Services millage dollars to senior individuals 60 years of age or older who reside in Genesee County.

**B. GCCARD AGREES:**

1. To accept the terms of this MOU and to undertake, perform and complete the services described in RFP # 15-072 and Addenda ("the RFP"), and in GCCARD'S Proposal in response to RFP # 15-072 ("Proposal"), which are hereby incorporated to this MOU by reference and included as Attachments A and B, respectively, and in CONTRACTOR'S budget, included as Attachment G to this MOU. If a conflict exists between this document and those incorporated by reference, this document governs.
2. That this MOU is effective as of commencement date upon approval or ratification by the Genesee County Board of Commissioners (the "Board").

3. To accept the conditions, requirements and obligations described and listed in Attachment C, Business Associate Agreement, if that Attachment is listed in Section D below.
4. To establish safeguards to prohibit conflicts of interest involving GCCARD employees, prohibiting them from being involved in activities that are motivated by a desire for private gain for themselves or others with whom they have family, business or personal ties.
5. That failure by the COUNTY to insist upon strict adherence to any terms of this MOU shall not be considered a waiver or deprive the COUNTY of the right thereafter to insist upon strict adherence to that term, or any other term, of this MOU.
6. To provide the necessary administrative, professional and technical staff in the required ratio and number with qualifications as designated in its proposal for operation of the program.
7. That title to any approved equipment (defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$250.00 or more per unit) purchases supported in whole or in substantial part by millage funds shall vest with the County of Genesee upon acquisition. Equipment purchases not included in the submitted budget are automatically unapproved. Purchases of office furniture or furnishings are not eligible for reimbursement and are, therefore, disapproved.
8. To notify the Contract Administrator of damage, theft or replacement of any equipment purchased with Senior Millage funds within 48 hours of such occurrence. When applicable, a copy of the police report must be submitted to the Contract Administrator within two weeks of the occurrence. The CONTRACTOR further agrees to repair or replace damaged or stolen equipment or to reimburse the COUNTY with the millage funded purchase cost utilizing non-senior millage funds. Failure to repair or replace such equipment shall result in repayment to the COUNTY of the millage funded purchase cost by reducing payments to the CONTRACTOR of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.
9. To utilize all report forms as required under the RFP, as well as those included in this document as Attachment D, including the Monthly New Client Address Form (to be sent electronically each month in an Excel Format), and reporting formats required by the COUNTY as of the effective date of this Contract, and to provide the COUNTY with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter. The CONTRACTOR will also provide the County an annual breakdown of financial data, regarding services provided, by Local Unit of Government (LUG).
10. To perform annual criminal background checks on paid staff or volunteers with access to personal information or that have personal contact with the senior clients. See Attachment B. The CONTRACTOR further agrees that costs associated with persons meeting the following criteria will not be paid utilizing senior millage funds:
  - a. Persons having a felony conviction in this state or elsewhere within the last 10 years; or
  - b. Persons having a felony charge pending in this state or elsewhere; or



- c. Persons having a misdemeanor conviction in this state or elsewhere within the last 10 years involving theft, assault, battery or drug related crimes; or
- d. Persons having a misdemeanor charge pending in this state or elsewhere involving theft, assault, battery or drug related crimes.

The COUNTY retains the right to deny reimbursement for salary requests, or recapture paid reimbursements by withholding from future requests, if it determines that the individual for whom the request is/was made falls within any of the above categories.

11. To provide annually the documentation of appropriate licenses, criminal background checks and negative tuberculosis tests (tuberculosis testing is only required for new employees) for employees as specified in the RFP and subparagraph B.10 above. The Contractor further agrees to comply with the State of Michigan Department of Labor & Economic Growth, "Occupational Health Standards Part 554 Bloodborne Infectious Diseases" (MIOSHA Part 554) including "Part 554 Bloodborne Infectious Diseases Standard Requirements for Training" using the rules provided in Attachment F to this MOU. Documentation for existing workers or volunteers shall be performed and provided to the County within fifteen days of the signing of this MOU. Documentation of the testing and background checks shall be provided to the County with the monthly invoice and report form. Testing, licenses (if appropriate), and criminal background checks for new hires or new volunteers shall be performed and provided to the County within fifteen days of their commencement.
12. To include the following statement in or on all printed materials, newsletters, surveys, website, special events, programs, registration materials, advertisements, DVDs, CDs, program presentations, etc.: *"This program and/or service is funded in whole or in part by Genesee County Senior Millage funds. Your tax dollars are at work."*
13. That Senior Millage funds may not be used to provide increases in salaries or compensation packages for any employee or contractor, unless required by a collective bargaining agreement existing as of October 1, 2010 or unless a wage increase is required to comply with any state or federal minimum wage law.
14. That overnight travel funded by Senior Millage dollars shall be approved in advance by the Genesee County Board of Commissioners. The CONTRACTOR agrees to adhere to its own travel regulations or, in the absence of such acceptable regulations, to the Genesee County Travel Regulations as set forth in Attachment H to this MOU. Notwithstanding the preceding, no overnight travel reimbursements shall be made from Senior Millage funds without prior approval of the Genesee County Board of Commissioners. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.
15. That political campaign intervention, including directly or indirectly participating in, or intervening in, any political campaign on behalf of, or in opposition to, any candidate for elective public office is absolutely prohibited. Political campaign intervention includes:
  - Contributing to political campaign funds;
  - Making public statements of position (verbal or written) by or on behalf of the contractor in favor or opposition to any candidate for public office;

- Distributing statements prepared by others that favor or oppose any candidate for public office;
- Allowing a candidate to use the CONTRACTOR'S assets or facilities if the equivalent opportunity is not provided to all other candidates;
- Making partisan comments in official publications of the CONTRACTOR or at official functions of the contractor;
- Political fund raising at the CONTRACTOR'S place of business.

Political campaign intervention does not include:

- Taking a position on public policy issues as a CONTRACTOR, so long as the message does not favor or oppose a certain candidate or otherwise violate the political campaign intervention prohibition;
- Promoting voter registration in a non-partisan manner;
- Encouraging voter participation in a non-partisan manner;
- Providing voter education / voter guides in a non-partisan manner;
- Non-partisan candidate forums or debates at the CONTRACTOR'S facilities;
- Allowing candidates to appear or speak at CONTRACTOR events in a non-candidate capacity;
- Supporting the Senior Millage.

16. That the CONTRACTOR is responsible for all Services performed under this MOU. If a subcontractor is used, CONTRACTOR is the sole point of contact with regard to contractual matters, including payment of all charges resulting from the subcontract, regardless of who actually provides the service. CONTRACTOR shall notify COUNTY of any subcontractors to be utilized prior to their use. The COUNTY reserves the right to approve or reject any proposed subcontractor.

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

1. This MOU shall commence on October 1, 2017 and continue through September 30, 2018. The Board has the option to extend this Contract for up to one (1) additional one year term (the "Extension Terms") at the rates provided in CONTRACTOR'S proposal by providing CONTRACTOR with written notice thirty (30) days prior to the termination date of the Initial Term on the COUNTY'S election to exercise the option.
2. The COUNTY agrees to compensate the CONTRACTOR for the term of the MOU an amount not to exceed \$ 265,893.00 for costs of budgetary items described and included within the GCCARD's Proposal. Reimbursements will be disbursed on a monthly basis at the rate and monthly maximum amount as set forth in Paragraph H. Reimbursement Method for the service agreed upon for the duration of the MOU term.
3. Subject to the availability of funding and other applicable conditions, the COUNTY agrees to provide resources throughout the period of this MOU under the terms of this MOU.
4. It is understood and approved that GCCARD will subcontract with Jewish Community Services for the provision of specialized mobile and congregate meals to GCCARD at a rate of \$7.75 per meal for the first 10,990 kosher meals Jewish Community Services produces and at a rate of \$3.25 for all additional kosher meals that Jewish Community Services produces, with the total amount of senior millage funds to be expended on this

subcontract not to exceed \$85,176.00 for meals and \$16,025.05 for the delivery of these meals at a rate of \$1.8231 per meal, pursuant to the terms of the subcontract being attached to this MOU as Attachment I.

5. CONTRACTOR is encouraged to provide its clients with the opportunity to make financial donations. All donations not limited in use by the donor must be used to provide additional services, as opposed to supporting other expenses. Donations must be reported to Genesee County on the monthly invoice form.
  - a. If donations are to be allowed, CONTRACTOR must offer this voluntary opportunity to the client in a manner that allows for the donation, or lack thereof, to remain confidential. No one shall be denied service for failing to make a donation.
  - b. CONTRACTOR must develop a written procedure for the handling of donations. This procedure must include at a minimum: daily counting and recording of donations by two individuals; method of deposit into a financial institution; monthly reconciliation of deposit records and collection records by a third party who was not involved in counting or depositing the donations.
6. The COUNTY may, at reasonable times and without notice, visit and inspect the CONTRACTOR'S facilities and discuss or survey the CONTRACTOR'S activities with designated staff.
7. The COUNTY, or any other representatives designated by the COUNTY, has the right to examine, upon reasonable notice, all records, books and papers related to the performance of activities which are the subject of this MOU.
8. The Contract Administrator for this MOU is Lynn M. Radzilowski, Senior Services Director, GCCOSS, or her designee (the "Contract Administrator"). The CONTRACTOR acknowledges that the Contract Administrator is the primary COUNTY contact for notices and instructions related to this MOU. The CONTRACTOR agrees to provide a copy of all notices related to this MOU to the Contract Administrator.

#### **D. MEMORANDUM OF UNDERSTANDING ATTACHMENTS**

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

- Attachment A: RFP # 15-072 and Addenda
- Attachment B: GCCARD'S Response to RFP # 15-072
- Attachment C: Business Associate Agreement
- Attachment D: Reporting Forms (Monthly Invoice Form & Monthly New Client Address Form)
- Attachment E: Sample Client Satisfaction Survey (GCCARD may use its own form that provides this type of information)
- Attachment F: MIOSHA Part 554
- Attachment G: Approved Budget FY 2017 - 2018
- Attachment H: Genesee County Travel Regulations
- Attachment I: Subcontract between GCCARD and Jewish Community Services

## **E. AMENDMENTS**

1. Any changes to this MOU will be valid only if made in writing and accepted by all parties to this MOU.
2. This MOU, including attachments, may be amended by mutual written consent of GCCARD and the COUNTY. When submitting a proposed MOU or budget amendment, GCCARD must also revise or amend its related output measures whenever the amendment results in a significant change of program scope, or as specifically required by the COUNTY, and submit copies of the revised sheets and summary description of the changes.
3. In the event that circumstances occur that are not reasonably foreseeable or are beyond GCCARD'S control which reduce or otherwise interfere with GCCARD'S ability to provide or maintain specified services or operational procedures, immediate written notification must be provided to the COUNTY and, where feasible, an amendment to this MOU negotiated.
4. Any change proposed by GCCARD which would affect the funding of any activity supported in whole or in part by funds provided under this MOU must be submitted in writing to the COUNTY immediately upon determining the need for such change. The proposed change may be implemented upon receipt of written notification from the COUNTY.
5. Within thirty days after receipt of the proposed change, the COUNTY shall advise GCCARD in writing of its determination. Subsequently, the COUNTY will initiate any necessary formal amendment to the MOU for execution by the parties to the MOU.
6. Any changes proposed by the COUNTY must be agreed to in writing by GCCARD within thirty days of receipt. Upon such written agreement, the COUNTY shall initiate any necessary formal amendment as above.
7. Minor modifications of the work plan that do not require monetary adjustments in excess of \$ 5,000.00 may be approved by the Contract Administrator without further consultation with the Genesee County Board of Commissioners.
8. The CONTRACTOR may submit a maximum of one budget amendment per quarter. All budget adjustments must be approved by the Office of Senior Services, and the Board of Commissioner, when required.

## **F. TERMINATION**

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

1. This MOU may be terminated by either party for any reason by giving ninety days written notice to the other party stating the effective date of termination.
2. This MOU may be terminated by the COUNTY upon thirty days written notice to GCCARD due to convenience or diminution of funds.



3. This MOU may be terminated by the COUNTY upon seven days written notice should the CONTRATOR be found to have failed to perform its services in a manner satisfactory to the COUNTY as per MOU requirements. COUNTY will provide CONTRACTOR notice and a reasonable opportunity to cure service performance deemed to be non-satisfactory. However, the COUNTY shall be the sole judge of what constitutes a reasonable opportunity and non-satisfactory performance.
4. This MOU may be terminated immediately without further liability to the COUNTY if GCCARD, or an official of GCCARD, is found guilty of any activity referenced in Section I. Assurances, of this MOU.
5. In the event the COUNTY determines not to proceed further with this MOU during its term, the CONTRACTOR may retain all sums paid by the COUNTY for approved expenses incurred and for satisfactory work actually performed at the above stated fee structure. In this event, COUNTY will be liable for satisfactory services performed prior to the COUNTY'S notification of its intent to terminate the MOU and, upon full payment, the other obligations of either party to this MOU shall terminate except for the non-disclosure of information and non-solicitation of personnel as stated herein. Notwithstanding the preceding, COUNTY retains the right to demand and obtain repayment of any funds paid to CONTRACTOR, including withholding of amounts as offset from amounts claimed due by CONTRACTOR, that the COUNTY deems to have been paid in error, for services not authorized under the MOU, or for non-satisfactory services.

## **G. REPORTING REQUIREMENTS**

The CONTRACTOR will provide the COUNTY with monthly reports using the formats provided in Attachment D to this MOU, and following the criteria as established and outlined in the RFP. CONTRACTOR will also provide on a monthly basis a compilation, or copies, of completed Client Satisfaction Surveys providing information similar to that in the sample form found in Attachment E of the MOU.

## **H. REIMBURSEMENT METHOD**

1. The COUNTY shall reimburse GCCARD for Services provided during the duration of this MOU only. GCCARD shall not be reimbursed for Services provided prior to the commencement date of this MOU.
2. The COUNTY shall reimburse GCCARD on a monthly basis at a payment rate of \$ 5.86 per meal, with a recommended maximum reimbursement total of \$ 22,157.75 per month for the term of the MOU. The purpose of the recommended maximum reimbursement is to avoid GCCARD expending all of its funds prior to the scheduled end date of the MOU. Reimbursements exceeding the recommended maximum figure may be permitted on a case by case basis as determined by the Contract Administrator as long as GCCARD presents an explanation of need and a reasonable plan for providing continued service for the remainder of the term of the MOU.
3. The COUNTY shall reimburse GCCARD within thirty days of an approved invoice using the monthly invoice form and instructions found in Attachment D of this MOU. Prompt reimbursement shall be contingent upon full contractual compliance and submittal of requisite documentation on the approved invoice form. COUNTY may withhold

reimbursement if it deems GCCARD to have failed to have substantially complied with the MOU terms. Ineligible expenses, expenditures not consistent with the approved budget or expenditures exceeding the monthly maximum limit without the above stated explanation and plan will not be reimbursed.

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

## **I. ASSURANCES**

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

## **J. CONFIDENTIALITY**

It is understood that work performed under this Program of Services will include access to proprietary documents and information. GCCARD agrees that confidential information about the COUNTY or its related entities will not be released, except as required by law, without the prior approval of the COUNTY. The COUNTY agrees that it will not release any of GCCARD'S materials provided or utilized during the MOU performing process without written permission. GCCARD and the COUNTY affirm the Business Associate Agreement Form executed with the signing of this MOU and included as Attachment C, under Federal guidelines in accordance with the Health Insurance Portability and Accountability Act (HIPAA).

Further, both parties acknowledge that GCCARD will provide a Program of Services which includes coordination and collaboration with other organizations that provide social, health, transportation, legal and other priority services related to senior residents of Genesee County who are aged 60 years and older. GCCARD agrees to protect the confidentiality of information about persons assisted throughout this Program of Services by instituting confidentiality procedures that conform to the Privacy Act of 1974 and where applicable, handle all Private Health Information (PHI) in accordance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

CONTRACTOR acknowledges that the COUNTY is a public body subject to the Michigan Freedom of Information Act. Records held by the COUNTY are public unless exempted. Notwithstanding the foregoing, confidential information collected and provided to the COUNTY



by the CONTRACTOR as part of its reporting requirements shall be used solely for purposes of performing and evaluating the performance of this Contract and will not be retained.

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

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

**L. INTEGRATION**

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

**M. WAIVER**

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

**N. SEVERABILITY**

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

**O. SPECIAL CERTIFICATION STATEMENT**

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

**COUNTY OF GENESEE**

**GENESEE COUNTY COMMUNITY ACTION  
RESOURCE DEPARTMENT**

\_\_\_\_\_  
By: MARK YOUNG, Chairperson  
Genesee County Board of Commissioners

\_\_\_\_\_  
By: MATTHEW PURCELL  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Attachment A**

(This document, Request For Proposal # 15-072 and related Addenda, is on file at the  
Genesee County Office of Senior Services.)

## **Attachment B**

(This document, Contractor's Response to the Request For Proposal # 15-072, is on file at the Genesee County Office of Senior Services.)

## **Attachment C**

**Attachment C**  
**Business Associate Agreement**

**Recital of Defined Terms**

"Business Associate" shall mean **GENESEE COUNTY COMMUNITY ACTION RESOURCE DEPARTMENT** (otherwise referred to as **CONTRACTOR** in the main 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 or on behalf of the County.

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

**Whereas**, Business Associate will be performing various services for or on behalf of the County that may, or do in fact, 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 County, 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 clients of the Program of Services.

**Whereas**, Business Associate, in order to meet 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 County.

**Whereas**, Business Associate further agrees to 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 County 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 County to the extent the County 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 County in accordance with applicable law constitute a contract between the County 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 County or clients of the Program without the prior written consent or authorization of the County or of the program clients. 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 confidential and will be used or 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 County of any instances of breach of confidentiality of which such person is aware.
  - c. Business Associate agrees to provide to the County the mailing addresses of clients for mapping purposes only. County agrees to limit use of the provided mailing addresses to mapping and statistical analysis. County further agrees to destroy all copies, paper and electronic, of the mailing addresses provided once the mapping of said addresses is complete.
5. Business Associate shall ensure that its personnel, employees, affiliates, and agents maintain the confidentiality of client health information and business information of the County.
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 County.
  - 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 County as specified in the main contract, provided that such use or disclosure would not violate the Privacy Rule if



done by the County or the minimum necessary policies and procedures of the County.

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 County 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 County 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 County upon request.
10. Business Associate shall make available protected health information in accordance with applicable law.
11. Business Associate shall incorporate any amendments or corrections to protected health information when notified pursuant to applicable law.
12. Business Associate agrees to indemnify and hold harmless the County, 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 within the terms of this Agreement or 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.
13. Without limiting the rights and remedies of the County elsewhere set forth in this Agreement or available under applicable law, the County may terminate this Agreement without penalty or recourse to the County if the County determines that Business Associate has violated a material term of the provisions of this Agreement.
14. Business Associate agrees that this Agreement may be amended from time to time by the County 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.
15. 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.

## **Attachment D**

# MONTHLY INVOICE and REPORT FORM

Agency: GCCARD Activity: Congregate Meals

Contract Term: October 1, 2017 - September 30, 2018

Activity Period:

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

Agency's Authorizing Signature:

Date:

1. Total number of Genesee County residents aged 60 years and older (hereafter referred to as "clients") who were provided congregate meals under this contract during this month, who have not been provided congregate meals in previous months.
2. Total number of congregate meals distributed under this contract during this month.
3. Less: Number of kosher congregate meals provide via contract with Jewish Community Services during this month.
4. Net number of congregate meals distributed under this contract during this month.
5. Cumulative net number of congregate meals distributed under this contract.
6. Total number of kosher congregate meals provided via contract with Jewish Community Services during this month.
7. Total number of kosher home delivered meals (HDMs) provided via contract with Jewish Community Services during this month.
8. Total number of combined (congregate and HDMs) meals provided via contract with Jewish Community Services during this month.
9. Cumulative number of kosher meals provided under the subcontract with Jewish Community Services.
10. For each client included in items 1 and 3, attach client's address including street number, name, and zip code. (to be submitted via e-mail)
11. Client Satisfaction Surveys attached, if applicable. ☒
12. Indicate the amount of donations received by GCCARD for this program during this month.
13. Indicate the total number of Senior Millage clients GCCARD served with CM during this month. Include the number of "new" clients from Question # 1 above, and the number of "roll-over" clients.

	Rate		Units	Request
FULL RATE PER UNIT (One Unit Equals One Meal under Subcontract with JCS)	\$ 7.75	x		
REDUCED RATE PER UNIT after the 10,990th meal	\$ 3.25	x		
RATE PER UNIT (One Unit Equals One Meal) Delivery -- Kosher HDMs	\$ 1.8231	x		
Total JCS Related Request:				
	Rate		Units	
	\$ 5.86	x		
Total JCS and GCCARD Request:				
Maximum Allowed Monthly Request:				\$ 22,157.75
	# of Meals		Value of Meals	
GCCARD meals served for which GCCARD will be reimbursed:	-		\$ -	
GCCARD meals served for which GCCARD is not reimbursed:	-		\$ -	
TOTAL REQUEST:				

# MONTHLY INVOICE and REPORT FORM

Fund: 202-  
Account Number:

Dept: GCOSS

TOTAL PAYMENT:

Date Received:

GCOSS Staff Review:

Last month's fund balance:

Minus Total Request from above:

Current fund balance:

GCOSS Staff Reviewers Initials:

Office of  
Senior Services  
Signature

Office of Senior Services Department Authority

# MONTHLY INVOICE and REPORT FORM

## DEFINITIONS & INSTRUCTIONS

### Activity Period

An activity period is defined as one calendar month, beginning on the first date and ending on the last date of the calendar month.

Example: October 1, 2011 to October 31, 2011

### New Client

A new client is one Genesee County resident, aged 60 years and older, who has not ever received services under this contract prior to the start of the reported activity period.

### Cumulative

For the purposes of reporting on this contract, cumulative refers to the number of clients, or volunteers, or assessments, or reassessments, or referrals counted from the start date of the contract to the end of the reported activity period.

### Total number of new clients or volunteers

The total number of new clients or volunteers as a whole may differ from the total number of new clients receiving more complete levels of services.

Example 1: New client "A" was assessed and referred to your agency during the activity period, a care plan meeting is scheduled with the family, and care services will not begin until the next activity period. Client "A" is counted under Number 1. for the reporting activity period.

Example 2: New Client "B" was assessed and referred to your agency during the activity period, a care plan was developed, and Attendant Level Services were performed during the reporting activity period. Client "B" is counted under Number 2. for the reported activity period.

Example 3: New Client "C" was assessed and referred to your agency during the activity period, a care plan was developed, and Basic Level Services were performed during the reporting activity period. Client "C" is counted under Number 3. for the reported activity period.

### Discharged

For the purposes of reporting on this contract, a client or volunteer may be considered to be discharged when services are no longer needed, requested, or otherwise not provided by your organization under this contract.

Prompt reimbursement by the County for services is contingent upon full contractual compliance. Monthly invoice and report forms must be complete and must include attached information as indicated by a checkmark in the form. Incomplete forms will not be considered for approval until completed by Contractor. Based upon the costs of budgetary items described and included within the Contractor's Proposal and any amended budget submitted in preparation for this Amendment to Contract, supportive documentation is required to be submitted with any monthly reimbursement request for expense verification.

The following list is provided for the Contractor's use as an example of supportive / backup documentation, but is not intended to be all inclusive. Copies of check ledgers and/or actual receipts indicating expenditure date and definitive purpose of each expenditure are also considered examples of supportive documentation.

### Labor Costs:

Staff Time Sheets

Copies of Payroll/Checks

### Cost of Supplies and Materials:



## MONTHLY INVOICE and REPORT FORM

Copies of uniforms purchase receipts  
Copies of Postage Receipts  
Copies of Newsletters/Publications

### Direct and Indirect Costs, General and Administrative Burden or Overhead:

Copies of site rental payment receipts  
Copies of telephone bills  
Copies of paid invoices for fringe benefits

### Transportation Costs, if included in budget:

Copies of travel reimbursement payments  
Copies of mass transit bus pass purchases

## HOURS / UNITS CONVERSION TABLE

The standard unit of service provision for this contract is one hour. It is expected, however, that services will routinely provided that do not require a full hour to perform. The County utilizes a 1/10 of an hour system which breaks down the hour into six minute increments. When preparing the invoice for reimbursement, please use the following chart when determining partial units of service.

Hourly / Unit Conversion Table

Minutes	=	Tenths
1 through 6	=	0.1 (greater than 0 less than or equal to 6)
7 through 12	=	0.2 (7 to less than or equal to 12)
13 through 18	=	0.3 (13 to less than or equal to 18)
19 through 24	=	0.4 (19 to less than or equal to 24)
25 through 30	=	0.5 (25 to less than or equal to 30)
31 through 36	=	0.6 (31 to less than or equal to 36)
37 through 42	=	0.7 (37 to less than or equal to 42)
43 through 48	=	0.8 (43 to less than or equal to 48)
49 through 54	=	0.9 (49 to less than or equal to 54)
55 through 60	=	1.0 (whole hour) (55 to less than or equal to 60)

### Example:

Client A is provided service taking 2 hours and 45 minutes.

Client B is provided service taking 17 minutes.

Client C is provided service taking 7 minutes.

Client A can be billed for 2.8 units

Client B can be billed for .3 units

Client C can be billed for .2 units

Total Units of Service for reimbursement request is: 3.3 units

Senior Millage Service Providers  
Client Addresses

Month & Year: \_\_\_\_\_

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/A/C/H /NA/U)
1	GCCARD	CM							
2	GCCARD	CM							
3	GCCARD	CM							
4	GCCARD	CM							
5	GCCARD	CM							
6	GCCARD	CM							
7	GCCARD	CM							
8	GCCARD	CM							
9	GCCARD	CM							
10	GCCARD	CM							
11	GCCARD	CM							
12	GCCARD	CM							
13	GCCARD	CM							
14	GCCARD	CM							
15	GCCARD	CM							
16	GCCARD	CM							
17	GCCARD	CM							
18	GCCARD	CM							
19	GCCARD	CM							

## Attachment E

**SAMPLE  
CLIENT SATISFACTION SURVEY**

1. Did our staff treat you with dignity and respect?
2. Were your questions answered to your satisfaction?
3. Were you referred to other agencies for any services?
4. Were you satisfied with services offered by our firm?
5. Is there anything that you still need help with?
6. Would you recommend us to a friend?
7. Did we respond to your needs quickly?
8. Was our staff professional?
9. Was our staff available to you at all times during the day?
10. If there were mistakes, were they corrected to your satisfaction?

## Attachment F



DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

DIRECTOR'S OFFICE

OCCUPATIONAL HEALTH STANDARDS

Filed with the Secretary of State on June 30, 1993 (as amended November 14, 1996)  
(as amended June 28, 2001) (as amended October 28, 2014)

These rules become effective immediately upon filing with the Secretary of State  
unless adopted under section 33, 44, or 45a(6) of 1969 PA 306.

Rules adopted under these sections become effective 7 days after filing with the Secretary of State.

(By authority conferred on the director of the department of licensing and regulatory affairs  
by sections 14 and 24 of 1974 PA 154, MCL 408.1014 and 408.1024,  
and Executive Reorganization Order Nos. 1996-1 and 1996-2, 2003-1, 2008-4,  
and 2011-4, MCL 330.3101, 445.2001, 445.2011, 445.2025 and 445.2030)

R 325.70002, R 325.70003, R 325.70004, R 325.70007, R 325.70008, R 325.70009, R 325.70011, R 325.70013,  
R 325.70014, R 325.70015, R 325.70016 and R 325.70017 of the Michigan Administrative code are amended,  
and R 325.70001a is added, and R 325.70017 and R 325.70018 of the Code are rescinded as follows:

PART 554. BLOODBORNE INFECTIOUS DISEASES

Table of Contents:

R 325.70001 Scope.....	1	R 325.70012 HIV and HBV research laboratories	
R 325.70001a Referenced standards.....	1	and production facilities.....	7
R 325.70002 Definitions.....	1	R 325.70013 Vaccinations and postexposure	
R 325.70003 Exposure determination.....	3	follow-up.....	8
R 325.70004 Exposure control plan.....	3	R 325.70014 Communication of hazards to	
R 325.70005 Universal precautions.....	4	employees.....	9
R 325.70006 Engineering controls.....	4	R 325.70015 Recordkeeping.....	10
R 325.70007 Work practices.....	4	R 325.70016 Information and training.....	11
R 325.70008 Protective work clothing and		Appendix A - Information sheet.....	12
equipment.....	5	Appendix B - Sample waiver statement when an	
R 325.70009 Housekeeping.....	5	employee declines the hepatitis b vaccination....	14
R 325.70010 Regulated waste disposal.....	6		
R 325.70011 Laundry.....	6		

**R 325.70001 Scope.**

**Rule 1.** These rules apply to all employers that have employees with occupational exposure to blood and other potentially infectious material.

**R 325.70001a Referenced standards.**

**Rule 1a.** (1) The following Michigan occupational safety and health standards are referenced in these rules. Up to 5 copies of these standards may be obtained at no charge from the Michigan Department of Licensing and Regulatory Affairs, MIOSHA Regulatory Services Section, 7150 Harris Drive, P.O. Box 30643, Lansing, Michigan 48909-8143, or via the internet at website:

[www.michigan.gov/mioshastandards](http://www.michigan.gov/mioshastandards). For quantities greater than 5, the cost, at the time of adoption of these rules, is 4 cents per page.

(a) Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," R 325.3451 to R 325.3476.

(b) MIOSHA Standard Part 11. "Recording and Reporting of Occupational Injuries and Illnesses," R 408.22101 to R 408.22162.

(2) The appendices to these rules are informational only and are not intended to create any additional obligations or requirements not otherwise imposed by these rules or to detract from any established obligations or requirements.

**R 325.70002 Definitions.**

**Rule 2.** As used in these rules:

(a) "Act" means Michigan occupational safety and health act (MIOSHA), 1974 PA 154, MCL 408.1001 to 408.1094.



(b) "Biologically hazardous conditions" means equipment, containers, rooms, materials, experimental animals, animals infected with HBV or HIV virus, or combinations thereof that contain, or are contaminated with, blood or other potentially infectious material.

(c) "Blood" means human blood, human blood components, and products made from human blood.

(d) "Bloodborne pathogens" means pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

(e) "Clinical laboratory" means a workplace where diagnostic or other screening procedures are performed on blood or other potentially infectious material.

(f) "Contaminated" means the presence or the reasonably anticipated presence of blood or other potentially infectious material on an item or surface.

(g) "Contaminated laundry" means laundry that has been soiled with blood or other potentially infectious materials or that may contain sharps.

(h) "Contaminated sharps" means any contaminated object that can penetrate the skin, including any of the following:

- (i) Needles.
- (ii) Scalpels.
- (iii) Broken glass.
- (iv) Broken capillary tubes.
- (v) Exposed ends of dental wires.

(i) "Decontamination" means the use of physical or chemical means to remove, inactivate, or destroy bloodborne pathogens on a surface or item to the point where they are no longer capable of transmitting infectious particles and the surface or item is rendered safe for handling, use, or disposal.

(j) "Department" means the department of licensing and regulatory affairs.

(k) "Director" means the director of the department or his or her designee.

(l) "Disinfect" means to inactivate virtually all recognized pathogenic microorganisms, but not necessarily all microbial forms, on inanimate objects.

(m) "Engineering controls" means controls, for example, sharps disposal containers, self-sheathing needles, or safer medical devices, such as sharps with engineered sharps injury protections and needleless systems, that isolate or remove the bloodborne pathogen hazard from the workplace.

(n) "Exposure" means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties. "Exposure" does not include incidental exposures that may take place on the job, that are neither reasonably nor routinely expected, and that the worker is not required to incur in the normal course of employment.

(o) "Exposure incident" means a specific eye, mouth, other mucous membrane, nonintact skin, or parenteral contact with blood or other potentially infectious material that results from the performance of an employee's duties.

(p) "Handwashing facilities" means facilities that provide an adequate supply of running, potable water, soap, and single-use towels or an air drying machine.

(q) "Licensed health care professional" means a person whose legally permitted scope of practice allows him or her to independently perform the activities required by R 325.70013 concerning hepatitis B vaccination and post-exposure evaluation and follow-up.

(r) "Needleless systems" means a device that does not use needles for any of the following:

(i) The collection of bodily fluids or withdrawal of body fluids after initial venous or arterial access is established.

(ii) The administration of medication or fluids.

(iii) Any other procedure involving the potential for occupational exposure to bloodborne pathogens due to percutaneous injuries from contaminated sharps.

(s) "Other potentially infectious material" means any of the following:

(i) Any of the following human body fluids:

- (A) Semen.
- (B) Vaginal secretions.
- (C) Amniotic fluid.
- (D) Cerebrospinal fluid.
- (E) Peritoneal fluid.
- (F) Pleural fluid.
- (G) Pericardial fluid.
- (H) Synovial fluid.
- (I) Saliva in dental procedures.

(J) Any body fluid that is visibly contaminated with blood.

(K) All body fluids in situations where it is difficult or impossible to differentiate between body fluids.

(ii) Any unfixed tissue or organ, other than intact skin, from a living or dead human.

(iii) Cell or tissue cultures that contain HIV, organ cultures, and culture medium or other solutions that contain HIV or HBV; and blood, organs, or other tissues from experimental animals infected with HIV or HBV.

(t) "Parenteral" means exposure occurring as a result of piercing mucous membrane or the skin barrier, such as exposure through subcutaneous, intramuscular, intravenous, or arterial routes resulting from needlesticks, human bites, cuts, and abrasions.

(u) "Personal protective equipment" or "PPE" means specialized clothing or equipment that is worn by an employee to protect him or her from a hazard. General work clothes, such as uniforms, pants, shirts, or blouses, that are not intended to function as protection against a hazard are not considered to be personal protective equipment.

## Attachment F



DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

DIRECTOR'S OFFICE

OCCUPATIONAL HEALTH STANDARDS

Filed with the Secretary of State on June 30, 1993 (as amended November 14, 1996)  
(as amended June 28, 2001) (as amended October 28, 2014)

These rules become effective immediately upon filing with the Secretary of State  
unless adopted under section 33, 44, or 45a(6) of 1969 PA 306.

Rules adopted under these sections become effective 7 days after filing with the Secretary of State.

(By authority conferred on the director of the department of licensing and regulatory affairs  
by sections 14 and 24 of 1974 PA 154, MCL 408.1014 and 408.1024,  
and Executive Reorganization Order Nos. 1996-1 and 1996-2, 2003-1, 2008-4,  
and 2011-4, MCL 330.3101, 445.2001, 445.2011, 445.2025 and 445.2030)

R 325.70002, R 325.70003, R 325.70004, R 325.70007, R 325.70008, R 325.70009, R 325.70011, R 325.70013,  
R 325.70014, R 325.70015, R 325.70016 and R 325.70017 of the Michigan Administrative code are amended,  
and R 325.70001a is added, and R 325.70017 and R 325.70018 of the Code are rescinded as follows:

PART 554. BLOODBORNE INFECTIOUS DISEASES

Table of Contents:

R 325.70001 Scope.....	1	R 325.70012 HIV and HBV research laboratories and production facilities.....	7
R 325.70001a Referenced standards.....	1	R 325.70013 Vaccinations and postexposure follow-up.....	8
R 325.70002 Definitions.....	1	R 325.70014 Communication of hazards to employees.....	9
R 325.70003 Exposure determination.....	3	R 325.70015 Recordkeeping.....	10
R 325.70004 Exposure control plan.....	3	R 325.70016 Information and training.....	11
R 325.70005 Universal precautions.....	4	Appendix A - Information sheet.....	12
R 325.70006 Engineering controls.....	4	Appendix B - Sample waiver statement when an employee declines the hepatitis b vaccination....	14
R 325.70007 Work practices.....	4		
R 325.70008 Protective work clothing and equipment.....	5		
R 325.70009 Housekeeping.....	5		
R 325.70010 Regulated waste disposal.....	6		
R 325.70011 Laundry.....	6		

**R 325.70001 Scope.**

**Rule 1.** These rules apply to all employers that have employees with occupational exposure to blood and other potentially infectious material.

**R 325.70001a Referenced standards.**

**Rule 1a.** (1) The following Michigan occupational safety and health standards are referenced in these rules. Up to 5 copies of these standards may be obtained at no charge from the Michigan Department of Licensing and Regulatory Affairs, MIOSHA Regulatory Services Section, 7150 Harris Drive, P.O. Box 30643, Lansing, Michigan 48909-8143, or via the internet at website:

[www.michigan.gov/mioshastandards](http://www.michigan.gov/mioshastandards). For quantities greater than 5, the cost, at the time of adoption of these rules, is 4 cents per page.

(a) Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," R 325.3451 to R 325.3476.

(b) MIOSHA Standard Part 11. "Recording and Reporting of Occupational Injuries and Illnesses," R 408.22101 to R 408.22162.

(2) The appendices to these rules are informational only and are not intended to create any additional obligations or requirements not otherwise imposed by these rules or to detract from any established obligations or requirements.

**R 325.70002 Definitions.**

**Rule 2.** As used in these rules:

(a) "Act" means Michigan occupational safety and health act (MIOSHA), 1974 PA 154, MCL 408.1001 to 408.1094.

(b) "Biologically hazardous conditions" means equipment, containers, rooms, materials, experimental animals, animals infected with HBV or HIV virus, or combinations thereof that contain, or are contaminated with, blood or other potentially infectious material.

(c) "Blood" means human blood, human blood components, and products made from human blood.

(d) "Bloodborne pathogens" means pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

(e) "Clinical laboratory" means a workplace where diagnostic or other screening procedures are performed on blood or other potentially infectious material.

(f) "Contaminated" means the presence or the reasonably anticipated presence of blood or other potentially infectious material on an item or surface.

(g) "Contaminated laundry" means laundry that has been soiled with blood or other potentially infectious materials or that may contain sharps.

(h) "Contaminated sharps" means any contaminated object that can penetrate the skin, including any of the following:

- (i) Needles.
- (ii) Scalpels.
- (iii) Broken glass.
- (iv) Broken capillary tubes.
- (v) Exposed ends of dental wires.

(i) "Decontamination" means the use of physical or chemical means to remove, inactivate, or destroy bloodborne pathogens on a surface or item to the point where they are no longer capable of transmitting infectious particles and the surface or item is rendered safe for handling, use, or disposal.

(j) "Department" means the department of licensing and regulatory affairs.

(k) "Director" means the director of the department or his or her designee.

(l) "Disinfect" means to inactivate virtually all recognized pathogenic microorganisms, but not necessarily all microbial forms, on inanimate objects.

(m) "Engineering controls" means controls, for example, sharps disposal containers, self-sheathing needles, or safer medical devices, such as sharps with engineered sharps injury protections and needleless systems, that isolate or remove the bloodborne pathogen hazard from the workplace.

(n) "Exposure" means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties. "Exposure" does not include incidental exposures that may take place on the job, that are neither reasonably nor routinely expected, and that the worker is not required to incur in the normal course of employment.

(o) "Exposure incident" means a specific eye, mouth, other mucous membrane, nonintact skin, or parenteral contact with blood or other potentially infectious material that results from the performance of an employee's duties.

(p) "Handwashing facilities" means facilities that provide an adequate supply of running, potable water, soap, and single-use towels or an air drying machine.

(q) "Licensed health care professional" means a person whose legally permitted scope of practice allows him or her to independently perform the activities required by R 325.70013 concerning hepatitis B vaccination and post-exposure evaluation and follow-up.

(r) "Needleless systems" means a device that does not use needles for any of the following:

(i) The collection of bodily fluids or withdrawal of body fluids after initial venous or arterial access is established.

(ii) The administration of medication or fluids.

(iii) Any other procedure involving the potential for occupational exposure to bloodborne pathogens due to percutaneous injuries from contaminated sharps.

(s) "Other potentially infectious material" means any of the following:

(i) Any of the following human body fluids:

- (A) Semen.
- (B) Vaginal secretions.
- (C) Amniotic fluid.
- (D) Cerebrospinal fluid.
- (E) Peritoneal fluid.
- (F) Pleural fluid.
- (G) Pericardial fluid.
- (H) Synovial fluid.
- (I) Saliva in dental procedures.
- (J) Any body fluid that is visibly contaminated with blood.

(K) All body fluids in situations where it is difficult or impossible to differentiate between body fluids.

(ii) Any unfixed tissue or organ, other than intact skin, from a living or dead human.

(iii) Cell or tissue cultures that contain HIV, organ cultures, and culture medium or other solutions that contain HIV or HBV; and blood, organs, or other tissues from experimental animals infected with HIV or HBV.

(t) "Parenteral" means exposure occurring as a result of piercing mucous membrane or the skin barrier, such as exposure through subcutaneous, intramuscular, intravenous, or arterial routes resulting from needlesticks, human bites, cuts, and abrasions.

(u) "Personal protective equipment" or "PPE" means specialized clothing or equipment that is worn by an employee to protect him or her from a hazard. General work clothes, such as uniforms, pants, shirts, or blouses, that are not intended to function as protection against a hazard are not considered to be personal protective equipment.



(v) "Production facility" means a facility that is engaged in the industrial-scale, large-volume production of HIV or HBV or in the high-concentration production of HIV or HBV.

(w) "Regulated waste" means any of the following:

(i) Liquid or semiliquid blood or other potentially infectious material.

(ii) Contaminated items that would release blood or other potentially infectious material in a liquid or semiliquid state if compressed.

(iii) Items that are caked with dried blood or other potentially infectious material and that are capable of releasing these materials during handling.

(iv) Contaminated sharps.

(v) Pathological and microbiological waste that contains blood and other potentially infectious material.

(x) "Research laboratory" means a laboratory that produces or uses research laboratory-scale amounts of HIV or HBV. A research laboratory may produce high concentrations of HIV or HBV, but not in the volume found in a production facility.

(y) "Sharps with engineered sharps injury protections" means a nonneedle sharp or a needle device that is used for withdrawing body fluids, accessing a vein or artery, or administering medications or other fluids, and that has a built-in safety feature or mechanism that effectively reduces the risk of an exposure incident.

(z) "Source individual" means any living or dead individual whose blood or other potentially infectious material may be a source of occupational exposure to an employee. Examples of a source individual include all of the following:

(i) A patient of a hospital or clinic.

(ii) A client of an institution for the developmentally disabled.

(iii) A victim of trauma.

(iv) A client of a drug or alcohol treatment facility.

(v) A resident of a hospice or nursing home.

(vi) Human remains.

(vii) An individual who donates or sells his or her blood or blood components.

(aa) "Standard operating procedures (SOPs)" means any of the following that address the performance of work activities so as to reduce the risk of exposure to blood and other potentially infectious material:

(i) Written policies.

(ii) Written procedures.

(iii) Written directives.

(iv) Written standards of practice.

(v) Written protocols.

(vi) Written systems of practice.

(vii) Elements of an infection control program.

(bb) "Sterilize" means the use of a physical or chemical procedure to destroy all microbial life, including highly resistant bacterial endospores.

(cc) "Universal precautions" means a method of infection control that treats all human blood and other potentially infectious material as capable of transmitting HIV, HBV, and other bloodborne pathogens.

(dd) "Work practices" means controls that reduce the likelihood of exposure to bloodborne pathogens by altering the manner in which a task is performed.

### **R 325.70003 Exposure determination.**

**Rule 3.** (1) An employer shall evaluate routine and reasonably anticipated tasks and procedures to determine whether there is actual or reasonably anticipated employee exposure to blood or other potentially infectious material. Based on this evaluation, an employer shall categorize all employees into category A or B as follows:

(a) Category A consists of occupations that require procedures or other occupation-related tasks that involve exposure or reasonably anticipated exposure to blood or other potentially infectious material or that involve a likelihood for spills or splashes of blood or other potentially infectious material. This includes procedures or tasks conducted in nonroutine situations as a condition of employment.

(b) Category B consists of occupations that do not require tasks that involve exposure to blood or other potentially infectious material on a routine or nonroutine basis as a condition of employment. Employees in occupations in this category do not perform or assist in emergency medical care or first aid and are not reasonably anticipated to be exposed in any other way.

(2) An exposure determination shall be made without regard to the use of personal protective clothing and equipment.

(3) An employer shall maintain a list of all job classifications that are determined to be category A.

### **R 325.70004 Exposure control plan.**

**Rule 4.** (a) If an employee is determined to be in category A, then an employer shall establish a written exposure control plan to minimize or eliminate employee exposure.

(b) An exposure control plan shall contain all of the following information:

(i) The exposure determination required by R 325.70003(1).

(ii) The schedule and method of implementation for each applicable rule.

(iii) The contents or a summary of the training program required by R 325.70016.

(iv) The procedures for the evaluation of circumstances surrounding exposure incidents as required by R 325.70013(5).

(v) Task-specific standard operating procedures (SOPs) that address all of the following areas:

(A) Employee recognition of reasonably anticipated exposure to blood and other potentially infectious material.

(B) Appropriate selection, use, maintenance, and disposal of personal protective equipment.

(C) Contingency plans for foreseeable circumstances that prevent following the recommended SOPs.

(c) General employer policies or task-specific SOPs shall address the management of inadvertent exposures such as needlesticks or mucus membrane exposures.

(d) The exposure control plan shall be reviewed at least annually and updated as necessary. A review shall consider changes in employees' tasks and procedures and the latest information from the centers for disease control or the department. See appendix A for addresses of these agencies. The review and update of the exposure control plans shall comply with both of the following provisions:

(i) Reflect changes in technology that eliminate or reduce exposure to bloodborne pathogens.

(ii) Document annually consideration and implementation of appropriate commercially available and effective safer medical devices designed to eliminate or minimize occupational exposure.

(e) An employer shall ensure that only a person who has knowledge of applicable control practices is authorized to write and to review an exposure control plan.

(f) An employer shall ensure that the exposure control plan is made available to the director or a representative of the director for examination and copying upon request.

(g) An employer shall ensure that a copy of the exposure control plan is accessible to category A employees in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(h) An employer who is required to establish an exposure control plan shall solicit input from non-managerial employees responsible for direct patient care who are potentially exposed to injuries from contaminated sharps in the identification, evaluation, and selection of effective engineering and work practice controls and shall document the solicitation in the exposure control plan.

#### **R 325.70005 Universal precautions.**

**Rule 5.** Universal precautions shall be observed to prevent contact with blood and other potentially infectious materials. If differentiation between body fluid types is difficult or impossible, all body fluids shall be considered potentially infectious materials.

#### **R 325.70006 Engineering controls.**

**Rule 6.** (1) Engineering controls shall be used in combination with work practice controls to minimize or eliminate employee exposure to blood and other potentially infectious material. Where exposure remains after use of engineering and work practice controls, personal protective equipment shall also be used.

(2) Engineering controls shall be examined and maintained or replaced on a regular schedule to ensure their effectiveness.

(3) An employer shall provide hand-washing facilities which are readily accessible to employees. When provision of hand-washing facilities is not feasible, an employer shall provide an appropriate antiseptic hand cleanser with clean cloth or paper towels or antiseptic towelettes.

#### **R 325.70007 Work practices.**

**Rule 7.** At a minimum, work practices shall ensure all of the following:

(a) All personal protective equipment shall be removed before leaving the work area and shall be placed in an appropriately designated area or container for storage, washing, decontamination, or disposal.

(b) If a garment is penetrated by blood or other potentially infectious materials, the garment shall be removed immediately or as soon as feasible.

(c) Employers shall provide handwashing facilities that are readily accessible to employees. When provision of handwashing facilities is not feasible, the employer shall provide either an appropriate antiseptic hand cleanser in conjunction with clean cloth/paper towels or antiseptic towelettes. When antiseptic hand cleansers or towelettes are used, employees shall wash hands with soap and running water as soon as feasible.

(d) Employers shall ensure that employees wash their hands immediately or as soon as feasible after removal of gloves or other personal protective equipment.

(e) Employers shall ensure that employees wash hands and any other skin with soap and water, or flush mucous membranes with water immediately or as soon as feasible following contact of such body areas with blood or other potentially infectious materials.

(f) Used needles and other contaminated sharps shall not be sheared, bent, or broken and shall not be recapped or resheathed where other disposal methods are practical. Used needles and other sharps shall not be recapped, resheathed, or removed unless the employer can demonstrate that no alternative is feasible or that such action is required by a specific medical procedure. Needle recapping or removal shall be accomplished by use of a mechanical device or a 1-handed technique. The disposal of needles and sharps shall be accomplished in accordance with the provisions of R 325.70010.

(g) Eating, drinking, smoking, applying cosmetics or lip balm, or handling contact lenses is prohibited in laboratories and other work areas where there is a reasonable likelihood of exposure.

(h) Food and drink shall not be stored in refrigerators, freezers, shelves, cabinets, or on countertops or benchtops where blood or other potentially infectious material is present or in other areas of possible contamination.

(i) All procedures that involve blood or other potentially infectious material shall be performed in a manner that minimizes splashing, spraying, and aerosolization of blood or other potentially infectious material.

(j) Mouth pipetting or suctioning is prohibited.



**R 325.70008 Protective work clothing and equipment.**

**Rule 8.** An employer shall provide protective work clothing and equipment used in the following:

(a) When there is occupational exposure, an employer shall provide, at no cost to the employee, and assure that an employee uses, appropriate personal protective clothing and equipment, such as any of the following:

- (i) Gloves.
- (ii) Gowns.
- (iii) Fluid-proof aprons.
- (iv) Laboratory coats.
- (v) Head and foot coverings.
- (vi) Faceshields or mask and eye protection.
- (vii) Mouthpieces.
- (viii) Resuscitation bags.
- (ix) Pocket masks.
- (x) Other ventilation devices.

Personal protective equipment is appropriate only if it does not permit blood or other potentially infectious material to pass through to or reach the employee's work clothes, street clothes, undergarments, skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration of time that the protective equipment is used.

(b) An employer shall ensure that an employee uses appropriate personal protective equipment unless the employer shows that the employee temporarily and briefly declined to use PPE when, under rare and extraordinary circumstances, it was the employee's professional judgment that in the specific instance the use of PPE would have prevented the delivery of health care or public safety services or would have posed an increased hazard to the safety of the worker or coworker. When the employee makes this judgment, the circumstances shall be investigated and documented to determine if changes can be made to prevent future occurrences.

(c) An employer shall assure that appropriate protective equipment and clothing in the appropriate sizes are readily accessible at the worksite or issued to employees at no cost to the employees. Hypoallergenic gloves, glove liners, powderless gloves, or other similar alternatives shall be readily accessible to employees who are allergic to the gloves normally provided. See appendix A for more information.

(d) An employer shall provide for the cleaning, laundering, or disposing of protective clothing and equipment required by this rule.

(e) An employer shall repair or replace required protective clothing and equipment as needed to maintain their effectiveness.

(f) An employee shall wear gloves if there is a reasonable anticipation of direct skin contact with blood, other potentially infectious material, mucous membranes, or nonintact skin of patients; when performing vascular access procedures, except as specified in subdivision (g) of this subrule; and when handling items or surfaces that are soiled with blood or other potentially infectious material.

Disposable (single-use) gloves, such as surgical or examination gloves, shall be replaced as soon as practical if contaminated or as soon as feasible if torn, punctured, or ineffective as barriers. Disposable gloves shall not be washed or decontaminated for reuse. Utility gloves shall be discarded if any are cracked, peeling, discolored, torn, or punctured or exhibit other signs of deterioration, but may be decontaminated for reuse if the integrity of the glove is maintained.

(g) If an employer of a volunteer blood donation center judges that routine gloving for all phlebotomies is not necessary, the employer shall do all of the following:

- (i) Periodically reevaluate this policy.
- (ii) Make appropriate gloves available to all employees who wish to use them for phlebotomy.
- (iii) Not discourage the use of gloves for phlebotomy.
- (iv) Require that gloves be used for phlebotomy in the following circumstances:

(A) When the employee has cuts, scratches, or other breaks in the skin on his or her hands or wrists.

(B) When the employee judges that hand contamination with blood may occur, for example, when performing phlebotomy on an uncooperative patient.

(C) When the employee is receiving training in phlebotomy.

(h) Employees shall wear masks and eye protection or chin-length face shields as appropriate if splashes, sprays, spatters, droplets, or aerosols of blood or other potentially infectious material may be generated and if there is a likelihood for eye, nose, or mouth contamination.

(i) Employees shall wear gowns, lab coats, aprons, clinic jackets, or similar outer garments where appropriate if there is a reasonably anticipated exposure. Such clothing shall protect all areas of exposed skin that have a significant likelihood for contamination. The type of characteristics will depend upon the task and degree of exposure anticipated.

(j) Employees shall wear surgical caps or hoods and shoe covers or boots where appropriate if there is a reasonable anticipation of gross contamination, for example, in autopsies and orthopedic surgery.

**R 325.70009 Housekeeping.**

**Rule 9.** (1) An employer shall assure that the worksite is maintained in a clean and sanitary condition. An employer shall determine and implement an appropriate written schedule for cleaning and for the method of decontamination based on all of the following:

- (a) The location within a facility.
- (b) The type of surface to be cleaned.
- (c) The type of soil present.
- (d) The tasks or procedures being performed.

(2) All equipment and environmental and working surfaces shall be maintained in a sanitary condition as follows:

(a) Work surfaces shall be cleaned and appropriately decontaminated with an appropriate disinfectant in all of the following instances:

- (i) After completion of procedures.
- (ii) When surfaces are overtly contaminated.
- (iii) Immediately when blood or other potentially infectious material is spilled.
- (iv) At the end of the work shift if the surface may have become contaminated since the last cleaning. See appendix A for supplemental information.

(b) Protective coverings such as plastic wrap, aluminum foil, or plastic-backed, absorbent paper may be used to cover equipment and environmental surfaces. These coverings shall be removed and replaced at the end of the work shift if contaminated or as soon as feasible when they become overly contaminated.

(c) Equipment that may become contaminated with blood or other potentially infectious material shall be examined before servicing or shipping and shall be decontaminated as necessary unless the employer can demonstrate that decontamination is not feasible. If decontamination is not feasible, the employer shall ensure that a readily observable label which states the portions of the equipment that remain contaminated and that is in compliance with R 325.70014(2)(h) is attached to the equipment. The employer shall ensure that all affected employees, the servicing representative, or the manufacturer, as appropriate, is notified that equipment decontamination is not feasible and is notified of the portions of the equipment that remain contaminated before handling, servicing, or shipping so that appropriate precautions will be taken.

(d) All bins, pails, cans, and similar receptacles that are intended for reuse and that have a reasonable likelihood for becoming contaminated with blood and other potentially infectious material shall be inspected and decontaminated on a regularly scheduled basis and shall be cleaned and decontaminated immediately, or as soon as possible, upon visible contamination.

(e) Broken glassware that may be contaminated shall not be picked up directly with the hands. It shall be cleaned up using mechanical means, such as a brush and dust pan, tongs, cotton swabs, or forceps.

(f) Specimens of blood or other potentially infectious material shall be placed in a closable leakproof container during collection, handling, processing, storing, transporting, or shipping. If contamination of the outside of a primary container is likely, a second leakproof container shall be placed over the outside of the first and closed to prevent leakage during handling, processing, storing, transporting, or shipping. If puncture of the primary container is likely, then the primary container shall be placed within a leakproof, puncture-resistant secondary container. All containers shall be labeled or color-coded in accordance of R 325.70014.

(g) Reusable sharps that are contaminated with blood or other potentially infectious materials shall not be stored or processed in a manner that requires employees to reach by hand into the containers where these sharps have been placed.

#### **R 325.70010 Regulated waste disposal.**

**Rule 10.** (1) All regulated waste that is being disposed of shall be placed in closable, leakproof containers or bags that are color-coded or labeled as required by the provisions of R 325.70014. If outside contamination of the container or bag is likely to occur, then a second leakproof container or bag that is closable and labeled or color-coded shall be placed over the outside of the first and closed to prevent leakage during handling, storage, and transport.

(2) Immediately after use, contaminated sharps shall be disposed of in closable, leakproof, puncture-resistant, disposable containers that are labeled or color-coded according to the provisions of R 325.70014. These containers shall be easily accessible to personnel; shall be located in the immediate area of use or where sharps are likely to be found, unless needles are mechanically recapped and transported through nonpublic corridors to the container; and shall be replaced routinely and not allowed to overfill.

(3) The disposal of all medical waste shall be in compliance with the provisions of sections 13801 to 13831 of Act No. 368 of the Public Acts of 1978, as amended, being §§333.13801 to 333.13831 of the Michigan Compiled Laws, and known as the medical waste regulatory act.

#### **R 325.70011 Laundry.**

**Rule 11.** (1) Laundry that is or may be soiled with blood or other potentially infectious material or that may contain contaminated sharps shall be treated as if it were contaminated and shall be handled as little as possible with a minimum of agitation.

(2) Contaminated laundry shall be bagged at the location where it was used and shall not be sorted or rinsed in areas where patients are cared for.

(3) Contaminated laundry shall be placed and transported in bags or containers labeled or color-coded in accordance with R 325.70014. If laundry is wet and presents the likelihood for soaking through or leaking from the bag, it shall be placed and transported in leakproof bags.

(4) An employer shall ensure that laundry workers wear protective gloves and other appropriate personal protective work clothing while handling contaminated laundry.

(5) When an employer follows universal precautions in the handling of all soiled laundry, alternative labeling or color coding is sufficient if it permits all employees to recognize the containers that are required to be in compliance with universal precautions.



(6) When an employer ships contaminated laundry off-site to a facility that does not use universal precautions in the handling of all laundry, the shipping employer shall use bags or containers that are labeled or color-coded in accordance with R 325.70014.

**R 325.70012 HIV and HBV research laboratories and production facilities.**

**Rule 12.** (1) This rule applies to research laboratories and production facilities that are engaged in the culture, production, concentration, experimentation, and manipulation of HIV and HBV. This rule applies to such laboratories and facilities in addition to the other requirements of these rules. This rule does not apply to clinical or diagnostic laboratories that are engaged solely in the analysis of blood, tissues, or organs.

(2) Research laboratories and production facilities shall be in compliance with all of the following requirements:

(a) All infectious liquid or solid waste shall be incinerated or decontaminated by a method known to effectively destroy bloodborne pathogens before being disposed of.

(b) Laboratory doors shall be kept closed when work involving HIV or HBV is in progress.

(c) Contaminated materials that are to be decontaminated at a site away from the work area shall be placed in a durable, leakproof, labeled or color-coded container that is closed before being removed from the work area.

(d) Access to the work area shall be limited to authorized persons only. Written policies and procedures shall be established whereby only persons who have been advised of the biohazard, who meet any specific entry requirements, and who comply with all entry and exit procedures shall be allowed to enter the work areas and animal rooms.

(e) When other potentially infectious material or infected animals are present in the work area or containment module, a hazard warning sign that incorporates the universal biohazard symbol shall be posted on all access doors. The hazard warning sign shall be in compliance with the provisions of R 325.70014(1).

(f) All activities that involve other potentially infectious material shall be conducted in biological safety cabinets or other physical containment devices within the containment module. Work with such material shall not be conducted on the open bench.

(g) Laboratory coats, gowns, smocks, uniforms, or other appropriate protective clothing shall be used in the work area and animal rooms. Protective clothing shall not be worn outside of the work area and shall be decontaminated before being laundered.

(h) Special care shall be taken to avoid skin contamination with other potentially infectious materials. Gloves shall be worn when handling infected animals and when making contact with other potentially infectious materials is unavoidable.

(i) All waste from work areas, including animal rooms, shall be incinerated or decontaminated by a method known to effectively destroy bloodborne pathogens before disposal.

(j) Vacuum lines shall be protected with high-efficiency particulate air (HEPA) filters, or equivalent filters, and liquid disinfectant traps. Filters and traps shall be checked routinely and maintained or replaced as necessary.

(k) Hypodermic needles, syringes, and other sharp instruments shall be used only when a safer alternate technique is not feasible. Only needle-locking syringes or disposable syringe with needle units that have a needle as an integral part of the syringe shall be used for the injection or aspiration of other potentially infectious material. Extreme caution shall be used when handling needles and syringes to avoid autoinoculation and the generation of aerosols during use and disposal. A needle shall not be bent, sheared, replaced in the sheath or guard, or removed from the syringe after being used. The needle and syringe shall be promptly placed in a puncture-resistant container and decontaminated, preferably by autoclaving, before being discarded or reused.

(l) A spill or accident that results in an exposure incident shall be immediately reported to the laboratory director or another responsible person. Spills shall immediately be contained and cleaned up by appropriate professional staff who are trained and equipped to work with potentially concentrated infectious material.

(m) A biosafety manual shall be prepared or adopted and reviewed and updated at least annually. Personnel shall be advised of potential hazards and shall be required to read and follow instructions on practices and procedures.

(n) Both of the following containment equipment requirements shall be complied with:

(i) Class I, II, or III certified biological safety cabinets or other appropriate combinations of personal protection or physical containment devices, such as any of the following, shall be used for all activities with other potentially infectious material that poses a threat of exposure to droplets, splashes, spills, or aerosols:

- (A) Special protective clothing.
- (B) Respirators.
- (C) Centrifuge safety cups.
- (D) Sealed centrifuge rotors.
- (E) Containment caging for animals.

(ii) Biological safety cabinets shall be certified when installed, at least annually, and when they are relocated.

(3) HIV and HBV research laboratories shall be in compliance with both of the following requirements:

(a) Each laboratory shall contain a sink for washing hands and an eye wash station that are readily available in the work area.

(b) An autoclave for the decontamination of regulated wastes shall be available.

(4) HIV and HBV production facilities shall be in compliance with all of the following requirements:

(a) The work areas shall be separated from areas that are open to an unrestricted traffic flow within the building. Passage through 2 sets of doors shall be the basic requirement for entry into the work area from access corridors or other contiguous areas. Physical separation of the high-containment work area from access corridors or other areas or activities may also be provided by a double-doored room for changing clothes, an airlock, or other access facility that requires passing through 2 sets of doors before entering the work area. Showers may be included as part of the changing room.

(b) The interior surfaces of walls, floors, and ceilings shall be water-resistant so that they can be easily cleaned. Penetrations in these surfaces shall be sealed or capable of being sealed to facilitate decontamination of the work area.

(c) Each work area shall contain a sink for washing hands. The sink shall be foot-operated, elbow operated, or automatically operated and shall be located near the exit door of the work area.

(d) Access doors to the work area or containment module shall be self-closing.

(e) An autoclave for the decontamination of infectious wastes shall be available within, or as near as possible to, the work area.

(f) A ducted exhaust air ventilation system shall be provided. This system shall create directional airflow that draws air into the work area through the entry area. The exhaust air shall not be recirculated to any other area of the building, shall be discharged to the outside, and shall be dispersed away from occupied areas and air intakes. The proper direction of the airflow into the work area shall be verified.

(5) Additional training requirements for employees in HIV and HBV research laboratories and HIV and HBV production facilities are specified in R 325.70016(6).

#### **R 325.70013 Vaccinations and postexposure follow-up.**

**Rule 13.** (1) An employer shall assure that all medical evaluations are procedures that are performed by or under the supervision of a licensed physician or other licensed health care professional and that all laboratory tests are conducted by an accredited laboratory.

(2) An employer shall assure that all evaluations, procedures, vaccinations, and postexposure prophylaxes are provided without cost to the employee, at a reasonable time and place, and according to current recommendations of the United States public health service, unless in conflict with this rule.

(3) An employer shall assure that all employees will receive appropriate counseling with regard to medical risks and benefits before undergoing any evaluations, procedures, vaccinations, or postexposure prophylaxes.

(4) Within 10 working days of the time of initial assignment and after the employee has received training required by R 325.70016(5)(i), an employer shall make all of the following available to each category A employee:

(a) A hepatitis B vaccination. If an employee initially declines vaccination, but at a later date, while still covered under these rules, decides to accept the HBV vaccine, the employer shall provide the vaccine at that time. If a booster dose or doses are recommended by the United States public health service at a future date, the booster dose or doses shall be made available.

(b) If an employee has previously received the complete HBV vaccination series, is found to be immune to HBV by virtue of adequate antibody titer, or the vaccine is contraindicated for medical reasons, then the employer is not required to offer the HBV vaccine to that employee.

(c) An employer shall not make participation in a prescreening program a prerequisite for receiving hepatitis B vaccination.

(d) An employer shall assure that an employee who declines to accept hepatitis B vaccination signs a waiver statement with all of the following provisions:

(i) Understanding of risk.

(ii) Acknowledgment of opportunity of vaccination at no cost.

(iii) Declining vaccination.

(iv) Future availability of vaccination at no cost if desired, if still in at-risk status. See appendix B for a sample of an acceptable waiver statement.

(5) An employer shall provide each exposed employee with an opportunity to have a confidential medical evaluation and follow-up subsequent to a reported occupational exposure incident to blood or other potentially infectious material. The evaluation and follow-up shall include, at a minimum, all of the following elements:

(a) Documentation of the route or routes of exposure and the circumstances under which the exposure incident occurred.

(b) Identification and documentation of the source individual, unless the employer can establish that identification is infeasible or prohibited by state or local law, shall include all of the following:

(i) The source individual's blood shall be tested as soon as feasible and after consent is obtained to determine HBV and HIV infectivity. If consent is not obtained, the employer shall establish that legally required consent cannot be obtained. If the source individual's consent is not required by law, his or her blood, if available, shall be tested and the results documented.

(ii) If the source individual is already known to be infected with HBV or HIV, testing need not be repeated.

(iii) Results of the source individual's testing shall be made available to the exposed employee, and the employee shall be informed of applicable laws and regulations concerning disclosure of the identity and infectious status of the source individual.

(c) Collection and testing of blood or HBV and HIV serological status shall include both of the following:

(i) The exposed employee's blood shall be collected as soon as feasible and tested after consent is obtained.

(ii) If the exposed employee consents to baseline blood collection, but not to HIV testing at that time, the sample shall be preserved for not less than 90 days. If within the 90 days the employee elects to have the baseline sample tested, such testing shall be done as soon as feasible.

(d) Postexposure prophylaxis, when medically indicated, as recommended by the United States public health service.

(e) Counseling on risk reduction and the risks and benefits of HIV testing in accordance with state law.

(f) Evaluation of reported illnesses.

(6) An employer shall ensure that the health care professional who is responsible for the hepatitis B Vaccination is provided with a copy of these rules and appendices. An employer shall ensure that the health care professional who evaluates an employee after an exposure incident is provided with all of the following information:

(a) A description of the affected employee's duties as they relate to the employee's exposure incident.

(b) Documentation of the route or routes of exposure and the circumstances under which exposure occurred.

(c) Results of the source individual's blood testing, if available.

(d) All medical records that are relevant to the appropriate treatment of the employee, including vaccination status, and that are the employer's responsibility to maintain.

(7) For each evaluation pursuant to the provisions of this rule, an employer shall obtain, and provide an employee with a copy of, the evaluating health care professional's written opinion within 15 working days of the completion of the evaluation. The written opinion shall be limited to the following information:


(a) Whether hepatitis B vaccination is indicated for an employee and if the employee has received such vaccination.

(b) A statement that the employee has been informed of the results of the medical evaluation and that the employee has been told about any medical conditions that have resulted from exposure to blood or other potentially infectious material and that require further evaluation or treatment. The written opinion obtained by the employer shall not reveal specific findings or diagnoses that are unrelated to the employee's ability to wear protective clothing and equipment or receive vaccinations. Such findings and diagnoses shall remain confidential.

(8) Medical records that are required by these rules shall be maintained in accordance with R 325.70015.

#### **R 325.70014 Communication of hazards to employees.**

**Rule 14.** (1) An employer shall post signs at the entrance to work areas specified in R 325.70012. The signs shall bear the following legend:


[Name of infectious agent]
[Special requirements for entering the area]
[Name and telephone number of the laboratory director or other responsible person]

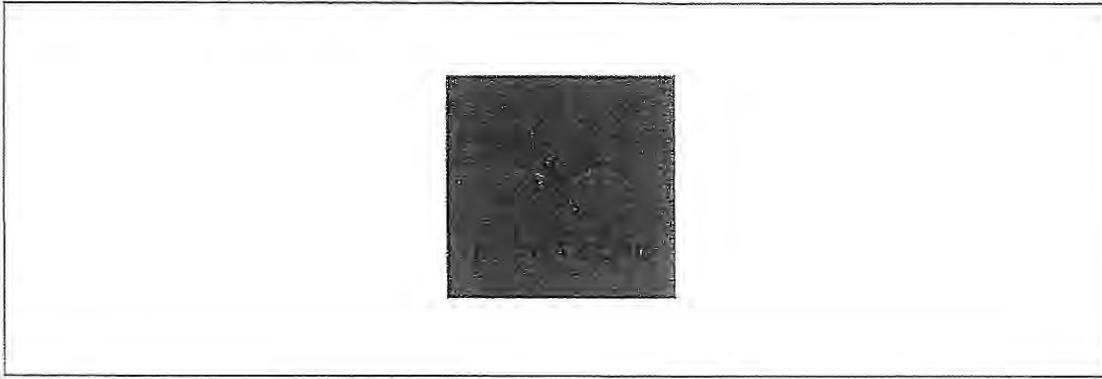
These signs shall be fluorescent orange-red with lettering and symbols in a contrasting color.

(2) Labels shall be in compliance with all of the following requirements:

(a) Warning labels shall be affixed to containers of regulated waste, refrigerators and freezers that contain blood or other potentially infectious material, and other containers that are used to store or transport blood or other potentially infectious material, except as provided in subdivision (e) or (f) of this subrule.



(b) Labels that are required pursuant to this rule shall include the follow legend:



(c) Labels shall be fluorescent orange or orange-red or predominately orange or orange-red, with lettering or symbols in a contrasting color.

(d) Labels shall either be an integral part of the container or shall be affixed as close as safely possible to the container by string, wire, or adhesive or by another method that prevents the loss of labels or the unintentional removal of labels.

(e) Red bags or red containers may be substituted for labels.

(f) Containers of blood, blood components, or blood products that are labeled as to their contents and that have been released for transfusion or other clinical use are exempted from the labeling requirements of this rule.

(g) Individual containers of blood or other potentially infectious materials that are placed in a labeled container during storage, transport, shipment, or disposal are exempted from labeling requirements.

(h) Labels required for contaminated equipment shall be in accordance this subrule and shall also describe which portions of the equipment remain contaminated.

(i) Regulated waste that has been decontaminated need not be labeled or color-coded.

#### **R 325.70015 Recordkeeping.**

**Rule 15.** (1) An employer shall establish and maintain medical records for each category A employee in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(2) An employer shall ensure that medical records contain, at a minimum, all of the following information:

(a) The name and social security number of the employee.

(b) A copy of the employee's hepatitis B vaccination status, including the dates administered and medical records relating to the employee's ability to receive a vaccination as required by R 325.70013.

(c) A copy of all results of examinations, medical testing, and follow-up procedures as required by R 325.70013.

(d) The employer's copy of the physician's written opinion.

(e) A copy of the information provided to the physician as required by R 325.70013(6).

(3) An employer shall assure that employee medical records that are required by this rule are kept confidential and are not disclosed or reported without the employee's express written consent to any person within or outside the workplace, except as required by this rule or as may be required or permitted by law.

(4) An employer shall maintain employee medical records for not less than the duration of employment plus 30 years in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(5) An employer shall develop and maintain training records for each category A employee. Training records shall be maintained for 3 years beyond the date that the training occurred.

(6) Training records shall include all of the following information:

(a) The dates of the training sessions.

(b) The contents or a summary of the training sessions.

(c) The names and qualifications of persons who conduct the training.

(d) The names and job titles of all persons who attend the training sessions.

(7) An employer shall assure that all records that are required to be maintained by these rules shall be made available, upon request, to representatives of the department or the director for examination and copying.

(8) An employer shall ensure that employee training records are provided, upon request, for examination and copying to employees, employee representatives, and the director in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.



(9) An employer shall ensure that employee medical records are provided, upon request, for examination and copying to the subject employee, to anyone who has the written consent of the subject employee, and to the director in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(10) An employer shall comply with the requirements that involve the transfer of records in Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(11) All of the following provisions apply to a sharps injury log:

(a) An employer shall establish and maintain a sharps injury log for the recording of percutaneous injuries from contaminated sharps. The information in the sharps injury log shall be recorded and maintained in a manner that protects the confidentiality of the injured employee. At a minimum, a sharps injury log shall contain all of the following information:

(i) The type and brand of device involved in the incident.

(ii) The work unit or work area where the exposure incident occurred.

(iii) An explanation of how the incident occurred.

(b) The requirement to establish and maintain a sharps injury log applies to any employer who is required to maintain a log of occupational injuries and illnesses as prescribed in MIOSHA Standard Part 11. "Recording and Reporting of Occupational Injuries and Illnesses," as referenced in R 325.70001a.

(c) A sharps injury log shall be maintained for the period required as prescribed in MIOSHA Standard Part 11. "Recording and Reporting of Occupational Injuries and Illnesses," as referenced in R 325.70001a.

#### **R 325.70016 Information and training.**

**Rule 16.** (1) An employer shall ensure that all category A employees participate in a training program provided at no cost to the employees and during working hours.

(2) Training shall be provided at the time of initial assignment to category A work or within 90 days after the effective date of these rules, whichever is later, and at least annually thereafter. If an employee has received training on bloodborne pathogens in the year preceding the effective date of these rules, only training with respect to requirements of this rule that were not included in the previous training need to be provided.

(3) An employer shall provide additional training when changes, such as the modification of tasks or procedures or the institution of new tasks or procedures, affect an employee's occupational exposure. The additional training may be limited to addressing the new exposures created.

(4) Material appropriate in content and vocabulary to the educational level, literacy, and language background of employees shall be used.

(5) The training program shall contain all of the following elements:

(a) Accessibility of the copy of these rules and an explanation of the contents of these rules, including appendices.

(b) A general explanation of the epidemiology and symptoms of bloodborne diseases.

(c) An explanation of the modes of transmission of bloodborne pathogens.

(d) An explanation of the employer's exposure control plan, including the standard operating procedures, and how an employee can access the written plan.

(e) An explanation of the appropriate methods for recognizing tasks and other activities that may involve exposure to blood and other potentially infectious material.

(f) An explanation of the use and limitations of practices that will prevent or reduce exposure, including appropriate engineering controls, work practices, and personal protective equipment.

(g) Information on all of the following with respect to personal protective clothing and equipment:

(i) Types.

(ii) Proper use.

(iii) Limitations.

(iv) Location.

(v) Removal.

(vi) Handling.

(vii) Decontamination.

(viii) Disposal.

(h) An explanation of the basis for selecting protective clothing and equipment.

(i) Information on the hepatitis B vaccine and postexposure prophylaxis, including all of the following information:

(i) Availability.

(ii) Efficacy.

(iii) Safety.

(iv) The benefits of being vaccinated.

(v) Method of administration.

(vi) That vaccination is free of charge.

(j) Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious material.

(k) An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident, and the medical follow-up and counseling that will be made available.

(l) An explanation of the signs and labels or color coding required by R 325.70014.

(6) Employees in HIV or HBV research laboratories and HIV/HBV production facilities shall receive the following initial training in addition to the training requirements specified in subrule (5) of this rule:

(a) Employees shall be trained in, and demonstrate proficiency in, standard microbiological practices and techniques and in the practices and operations specific to the facility before being allowed to work with HIV and HBV.

(b) Employees shall be experienced in the handling of human pathogens or tissue cultures before working with HIV and HBV.

R 325.70017 Rescinded.

(c) A training program shall be provided to employees who have not had experience in handling human pathogens. Initial work activities shall not include the handling of infectious agents. A progression of work activities shall be assigned as techniques are learned and proficiency is developed. An employee shall participate in work activities that involve infectious agents only after proficiency has been demonstrated.

R 325.70018 Rescinded.

(7) Training shall be conducted in the following manner:

(a) At the time of initial assignment to tasks where occupational exposure may take place and at least annually thereafter.

(b) Training sessions shall afford employees ample opportunity for discussion and the answering of questions by a knowledgeable trainer.

(c) The person conducting the training shall be knowledgeable in the subject matter covered by the elements contained in the training program as it relates to the workplace that the training will address.

## APPENDIX A INFORMATION SHEET

### Occupations with Potential for Exposure

The hazard of exposure to infectious materials affects employees in many types of employment and is not restricted to the healthcare industry. In the list below are a number of job classifications that may be associated with tasks that have occupational exposure to blood and other potentially infectious materials. The scope of the standard is not limited to employees in these jobs. At the same time, employees in the following jobs are not automatically covered unless they have reasonably anticipated occupational exposure:

Barbers  
Beauticians  
Chiropractors  
Correctional officers  
Day care center workers  
Dental care workers  
Dentists  
Dialysis personnel  
Emergency medical technicians  
Fire fighters  
Foster home workers  
Health care facility support staff  
Housekeepers  
Institutional home workers  
Janitors  
Laboratory workers  
Laundry workers

Law enforcement employees assigned to provide emergency first aid  
Maintenance workers  
Medical assistants  
Medical health residential workers  
Morticians  
Nursing personnel (professional and nonprofessional)  
Optometrists  
Paramedics  
Phlebotomists  
Physician assistants  
Physicians  
Plumbers  
Podiatrists  
Police officers  
Tattooists

## **Addresses**

### **Centers for Disease Control CDC and Michigan Department of Licensing and Regulatory Affairs**

For current guidelines, contact:

National Prevention Information Network  
P.O. Box 6003  
Rockville, Maryland 20850  
Phone: 1-800-458-5231  
Internet Address: [www.cdcnpi.org](http://www.cdcnpi.org)  
E-mail Address: [info@cdcnpin.org](mailto:info@cdcnpin.org)

and

Michigan Department of Licensing and Regulatory Affairs  
General Industry Safety & Health Division  
P.O. Box 30644  
Lansing, Michigan 48909-8144  
Phone: (517) 322-1831  
Internet Address: [www.michigan/miosha](http://www.michigan/miosha)

## **Engineering Controls**

Engineering controls including ventilation systems and enclosures such as glove boxes, ventilation cabinets, laboratory hoods and tight fitting lids SHOULD be used to effectively isolate and contain spatters, splashes, mists and aerosols of blood, and other potentially infectious material generated from tissue homogenizers, sonicators, vortex mixers, centrifuges and other items capable of generating splashes, spatters, mists and aerosols. Engineering controls such as self-retracting needles, self-sealing capillary tubes and break resistant tubes should be used to prevent contact with blood or other potentially infectious material.

## **Disinfectants**

Appropriate disinfectants for hospital cleaning including sodium hypochlorite diluted between 1:10 and 1:100 with water or other equally effective disinfectant. Antiseptics available and safe for hands include alcoholic foam cleansers, disposable alcoholic tissue wipes, or even washcloths soaked with 70-90% alcohol. It should be noted that waterless antiseptics are most effective in the absence of gross soil.

## **Occupations Requiring Tear and Puncture Resistant Gloves**

Some occupations which may require tear and puncture resistant gloves are morticians, pathologists, mortuary workers, emergency medical technicians, corrections officers, fire fighters, police officers and other law enforcement occupations.

## **Gloves**

Hypoallergenic gloves may include latex but should not be limited to latex and the new improved glove types (such as vinyl) may be available on the market in the future.

Inappropriate "baggy" gloves, for example, as used by bakers, etc., are not meant for contact with blood or other potentially infectious material.

**APPENDIX B**  
**SAMPLE WAIVER STATEMENT WHEN AN EMPLOYEE DECLINES THE HEPATITIS B VACCINATION**

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Employee Name (print): \_\_\_\_\_

Employee Signature: \_\_\_\_\_

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



Michigan Occupational Safety and Health Administration  
PO Box 30643  
Lansing, Michigan 48909-8143  
Ph: 517-284-7740

The Department of Licensing and Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.



## Part 554 Bloodborne Infectious Diseases Standard Requirements for Training

Initial and annual training is required for all part-time, temporary and full-time employees exposed to blood or other potentially infectious material. Requirements for this training are delineated in the bloodborne infectious diseases rules and are discussed below.

First, training must be conducted at the time of initial assignment or prior to any exposure. If new or revised tasks or procedures are instituted at a future date, then additional training must be given prior to their implementation.

### **Trainer Qualifications**

The person conducting the training must be knowledgeable in the subject matter. In addition to demonstrating expertise in the area of occupational health and the transmission of bloodborne pathogens, the trainer must be familiar with the manner in which the elements in the training program relate to the particular workplace. Specialized courses or degree programs would aid in certifying the trainer's knowledge. Persons with strong medical backgrounds such as healthcare professionals (i.e., nurses, physicians and their assistants, infection control practitioners, emergency medical technicians, dental professionals, industrial hygienists and epidemiologists) are good candidates for trainers as long as they are knowledgeable in the subject matter.

A question and answer period must be provided in the training session. The trainer must present the training in a manner appropriate to the employee's educational, literacy and language background so that the employee understands the training.

### **Training Content**

In addition to the above requirements for training, the content of the training program is regulated. An overview of the bloodborne infectious diseases rules is required. A basic understanding of the reasons for the rules including an explanation of the epidemiology and symptoms of bloodborne disease and their modes of transmission is required. Current statistics regarding the epidemiology of the bloodborne pathogens can be requested from the Communicable Disease Epidemiology Division, Michigan Department of Community Health, P.O. Box 30035, 3500 North Martin Luther King, Jr., Boulevard, Lansing, Michigan 48909 or call (517)335-8165.

The trainer should present information on the more common bloodborne diseases including hepatitis B, AIDS, hepatitis C and syphilis. The modes of transmission should include both those common to the workplace (i.e., needle punctures, contact with non-intact skin, splashes and splatters into the eyes, nose or mouth) and personal risk factors (i.e. sexual activity and intravenous drug abuse). The employee must be trained to recognize those work tasks which





could result in exposure such as tasks which result in direct contact with street clothing or skin, or result in splashing and splattering into the eyes, nose or mouth.

To minimize exposure, employers must include non-managerial, exposed employees in the identification, selection and evaluation of appropriate, commercially available and effective safer medical devices. Effective training on new techniques and practices regarding the selected safer medical devices is required. Hands-on training is particularly recommended. Prohibited work practices must be communicated (i.e., no eating or drinking in contaminated areas).

If safer medical devices and work practice controls have not eliminated exposure, personal protective equipment (PPE) is required. PPE training must include the basis for selection, use and limitations. For example, single use examination gloves for blood drawing or utility gloves for blood cleanup would be necessary for use in differing tasks. Information on the types, proper use, location, removal, handling, decontamination and disposal of personal protective equipment must also be detailed.

Information on the hepatitis B vaccination including information on its efficacy, safety, method of administration, the benefits of being vaccinated and that the vaccine and vaccination will be offered free of charge also needs to be included in the training program. Additionally, information on postexposure evaluation and follow-up and procedures to follow if an exposure incident occurs shall be provided. The trainer needs to keep current with information from the U.S. Public Health Service Centers for Disease Control and Prevention (CDC). Publications such as the Morbidity and Mortality Weekly Report can be easily accessed at the following CDC website: [www.cdc.gov/epo/mmwr](http://www.cdc.gov/epo/mmwr) regarding these requirements.

Other elements of the training program include information on emergencies which the employee may encounter during work and an explanation of signs, labels or color coding as required by the rules. Finally, an explanation of the employer's exposure control plan and where to obtain it is required.

#### **Training Records**

Training records must also be maintained by employers. These records must include dates of the training sessions, contents or a summary of the training sessions, names and qualifications of the trainers and the names and job titles of all persons attending the training sessions. Records must be maintained for 3 years from the date of training and must be provided upon request for examination and copying to employees, employee representatives and the Michigan Department of Consumer and Industry Services. To obtain additional information related to the Bloodborne Infectious Diseases standard contact the Michigan Department of Labor and Economic Growth, Michigan Occupational Safety and Health Administration, Consultation Education and Training: (517) 322-1809.



## **ATTACHMENT G**

(Approved Budget FY 2017 – 2018)

**Family Service Agency of Mid Michigan  
Budget-In-home Personal Care Services  
Senior Millage Funding  
10/1/2017 – 9/30/2018**

**1. Labor Costs**

Wages

400 clients x 156 hours annually x \$11.00/hour \$686,400

Payroll Taxes

FICA: \$686,400 x 7.65% \$ 52,510

St. Unemployment:

40 employees x \$9,000 x 1.86% \$ 6,696

Worker's Compensation Insurance

\$686,400 x 4.35% \$ 29,858

Criminal Background Checks/FBI Fingerprinting

15 employees x \$70/each \$ 1,050

TB Tests

40 employees x \$15/each \$ 600

**2. Costs of Supplies and Materials:**

Family Service Agency of Mid Michigan will absorb the costs of supplies and materials.

**3. Direct Costs, Indirect Costs, and General Administrative Burden of Overhead:**

Administrative Costs

\$890,925 x 9.04% \$ 80,531

**4. Price Per Delivery Unit:**

The contractor(s) will be paid only for the delivery units actually provided to the County. The price per One Delivery Unit charged to the County shall be guaranteed for each year as proposed. The price per One Delivery Unit shall be provided in the proposal as follows:

October 1, 2016 thru September 30, 2017 \$17.00 Price per delivery unit

**5. Transportation Costs:**

Mileage reimbursement for 30 employees

40 employees x 40 miles/week x 52 weeks x .40 cents/mile \$33,280



## Attachment H

## GENESEE COUNTY TRAVEL REGULATIONS

### 1. General

APPLIES TO: These regulations shall govern all County Officials, personnel employed by the County of Genesee, and any other person who submits a voucher to the County for reimbursement of travel expenses.

### 2. Overnight Travel – Must be Approved by the Genesee County Board of Commissioners in Advance

Overnight travel is defined as: staying away from an individual's home for one or more nights, whether in or out of the state or country. When in-state travel is within reasonable commuting distance and time, and is less expensive in total, then an individual will commute.

#### (1) Transportation.

- (a) The expense of traveling by public carrier (rail, airplane or boat) will be allowed on the basis of actual cost. All travelers are expected to travel by the most economical mode of transportation.
- (b) Personnel traveling by airline shall depart from Bishop International Airport if the cost of the airline passenger ticket is no greater than the cost of a similar airline passenger ticket for departure from an alternative airport (the expenses involved in travel to and from such alternative airport, together with any expense of parking a motor vehicle involved in such travel, are to be considered as part of such cost), unless use of Bishop International Airport would involve significant scheduling difficulty.
- (c) When more than one person is attending an overnight or one day authorized conference, seminar or out-of-town meeting, arrangements will be made so that transportation to and from the conference will be shared by those individuals attending.

#### (2) Lodging, Meals, Other Expenses

- (a) The County will pay a maximum base room rate of \$199. If a traveler wishes to acquire preferred lodging at a higher cost than the \$199 base room rate, then the traveler is responsible for the payment of the monetary difference between cost of the lodging and the above rate.
- (b) Whenever meals are served on plane flights which are two or more hours or whenever meals are included in registration fees in which the traveler does not have a valid excuse for not attending, then the traveler shall not be entitled to any meal allowance for those particular meals. This deduction will be computed at the rate of \$6.00 for breakfast, \$9.00 for lunch, and \$15.00 for dinner.
- (c) The maximum daily meal allowances for official travel in-state and out-of-state shall be a maximum of \$30.00 per day. The traveler will not be reimbursed for non-County travelers (spouse, members of a family, friends, etc.).
- (d) The maximum daily tips for meals allowable will be 15 percent of actual meal cost.

### 3. One Day Conferences, Seminars, Workshops, Meetings and Other Travel In or Out of Genesee County

- (1) *Conferences, Seminars and Workshops.* The County will not pay for any meals unless included as part of the registration fee. Each employee will be responsible for their own meals regardless of departure and arrival times.
- (2) *Meetings.* Meals served during, before, or after a business meeting will not be reimbursable except with prior approval.
- (3) *Other Travel.* Meals acquired during normal work related travel will not be reimbursed by the County.

### 4. Individual Car Mileage

The mileage rate for the use of a privately owned automobile on business shall be the rate established by the Internal Revenue Service.

**CONTRACT BETWEEN**

**THE COUNTY OF GENESEE**

Acting By and Through  
**Genesee County Office of Senior Services ("GCOS")**  
**Room 361, Genesee County Administration Building**  
**1101 Beach Street, Flint, Michigan 48502**  
Hereinafter referred to as the "COUNTY"

and

**FAMILY SERVICE AGENCY OF MID MICHIGAN**

**1422 West Court Street**  
**Flint, Michigan 48503**

Hereinafter referred to as the "CONTRACTOR"

**For the period from October 1, 2017 through September 30, 2018**

**Whereas**, the COUNTY and the CONTRACTOR previously entered into a Contract for a Program of Services titled "In-Home Personal Care and Homemaking Services" (hereinafter referred to as "Services"); with an effective date of October 1, 2016 through September 30, 2017 ("the Contract") and

**Whereas**, the COUNTY elects to exercise its option as provided for in the Request for Proposals to which the CONTRACTOR responded, by extending the Contract for a second year; and

**Whereas**, the parties agree to enter into the Contract for the continued provision of Services set forth herein:

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

**A. PURPOSE:**

This Contract is entered into for the purpose of retaining CONTRACTOR to provide In-Home Personal Care and Homemaking Services funded by Senior Citizen Services millage dollars to individuals 60 years of age or older who reside in Genesee County.

**B. THE CONTRACTOR AGREES:**

1. To accept the terms of this Contract and to undertake, perform and complete the Services described in RFP # 15-070 and Addenda ("the RFP"), and in CONTRACTOR'S Proposal in response to RFP # 15-070 ("Proposal"), which are hereby incorporated into this Contract by reference and included as Attachments A and B, respectively, and in CONTRACTOR'S budget, included as Attachment G to this Contract. If a conflict exists between this document and those incorporated by reference, this document governs.

2. That this Contract is effective for the term stated upon approval by the Genesee County Board of Commissioners.
3. To provide proof of insurances as required in Section 8 of the RFP within 15 days of the signing of this contract. Endorsements naming the COUNTY as an additional insured must be provided prior to initiation of Services. This provision may be satisfied by verification and proof of a "Blanket Additional Insurance Contract Form or Endorsement" provided with the Insurance Certificates. Documentation provided under this subparagraph will include a statement by the insurer that the COUNTY will be notified of any and all insurance cancellation at least 30 days prior to the effective date of cancellation of the respective policies. However, cancellation for non-payment of premium shall be noticed a minimum of ten days prior to cancellation.
4. To accept the conditions, requirements and obligations described and listed in Attachment C, Business Associate Agreement, if that Attachment is listed in Section D below.
5. To establish safeguards to prohibit conflicts of interest involving CONTRACTOR employees, prohibiting them from being involved in activities that are motivated by a desire for private gain for themselves or others with whom they have family, business or personal ties.
6. That failure by the COUNTY to insist upon strict adherence to any terms of this Contract shall not be considered a waiver or deprive the COUNTY of the right thereafter to insist upon strict adherence to that term, or any other term, of this Contract.
7. To provide the necessary administrative, professional and technical staff in the required ratio and number with qualifications as designated in its proposal for operation of the program.
8. That title to any approved equipment (defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$250.00 or more per unit) purchases supported in whole or in substantial part by millage funds shall vest with the County of Genesee upon acquisition. Equipment purchases not included in the submitted budget are automatically unapproved. Purchases of office furniture or furnishings are not eligible for reimbursement and are, therefore, disapproved.
9. To notify the Contract Administrator of damage, theft or replacement of any equipment purchased with Senior Millage funds within 48 hours of such occurrence. When applicable, a copy of the police report must be submitted to the Senior Administrator within two weeks of the occurrence. The CONTRACTOR further agrees to repair or replace damaged or stolen equipment or to reimburse the COUNTY with the millage funded purchase cost utilizing non-senior millage funds. Failure to repair or replace such equipment shall result in repayment to the COUNTY of the millage funded purchase cost by reducing payments to the CONTRACTOR of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.
10. To utilize all report forms as required under the RFP, as well as those included in this document as Attachment D, including the Monthly Invoice Form and the Monthly New Client Address Form (to be sent electronically each month in Excel format) and reporting formats required by the COUNTY as of the effective date of this Contract, and to provide the COUNTY with timely review and commentary on any new report forms



and reporting formats proposed for issuance thereafter. The CONTRACTOR will also provide the County an annual breakdown of financial data, regarding services provided, by Local Unit of Government (LUG).

11. To perform annual criminal background checks on paid staff or volunteers with access to personal information or that have personal contact with the senior clients. See Attachment B. The CONTRACTOR further agrees that costs associated with persons meeting the following criteria will not be paid utilizing senior millage funds:
  - a. Persons having a felony conviction in this state or elsewhere within the last 10 years; or
  - b. Persons having a felony charge pending in this state or elsewhere; or
  - c. Persons having a misdemeanor conviction in this state or elsewhere within the last 10 years involving theft, assault, battery or drug related crimes; or
  - d. Persons having a misdemeanor charge pending in this state or elsewhere involving theft, assault, battery or drug related crimes.

The COUNTY retains the right to deny reimbursement for salary requests, or recapture paid reimbursements by withholding from future requests, if it determines that the individual for whom the request is/was made falls within any of the above categories.

12. To provide annually documentation demonstrating appropriate licenses, criminal background checks, and negative tuberculosis tests for employees as specified in the RFP and subparagraph B.11 above. The CONTRACTOR further agrees to comply with the State of Michigan Department of Labor & Economic Growth, "Occupational Health Standards Part 554 Bloodborne Infectious Diseases" (MIOSHA Part 554) including "Part 554 Bloodborne Infectious Diseases Standard Requirements for Training" using the rules provided in Attachment F to this Contract. Documentation for existing workers or volunteers shall be performed and provided to the County within fifteen days of the signing of this Contract. Testing, licenses (if appropriate), and criminal background checks for new hires or new volunteers shall be performed and provided to the County within fifteen days of their commencement.
13. To perform and provide to the COUNTY an annual financial audit of its operation by the end of the first quarter of the term of the Contract. Failure to timely provide the audit or to receive an extension of time from the Contract Administrator within which to satisfy this requirement will result in withholding of reimbursements for the performance period.
14. To include the following statement in or on all printed materials, newsletters, surveys, website, special events, programs, registration materials, advertisements, DVDs, CDs, program presentations, etc.: *"This program and/or service is funded in whole or in part by Genesee County Senior Millage funds. Your tax dollars are at work."*
15. That Senior Millage funds may not be used to provide increases in salaries or compensation packages for any employee or contractor, unless required by a collective bargaining agreement existing as of October 1, 2010 or unless a wage increase is required to comply with any state or federal minimum wage law.
16. That overnight travel funded by Senior Millage dollars shall be approved in advance by the Genesee County Board of Commissioners. The CONTRACTOR agrees to adhere to its own travel regulations or, in the absence of such acceptable regulations, to the

Genesee County Travel Regulations as set forth in Attachment H to this Contract. Notwithstanding the preceding, no overnight travel reimbursements shall be made from Senior Millage funds without prior approval of the Genesee County Board of Commissioners. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.

17. That political campaign intervention, including directly or indirectly participating in, or intervening in, any political campaign on behalf, or in opposition, of any candidate for elective public office is prohibited. Political campaign intervention includes:

- Contributing to political campaign funds;
- Making public statements of position (verbal or written) by or on behalf of the CONTRACTOR in favor of or opposition to any candidate for public office;
- Distributing statements prepared by others that favor or oppose any candidate for public office;
- Allowing a candidate to use the CONTRACTOR'S assets or facilities, if the equivalent opportunity is not provided to all other candidates;
- Making partisan comments in official publications of the CONTRACTOR or at official functions of the contractor;
- Political fund raising at the CONTRACTOR'S place of business.

Political campaign intervention does not include:

- Taking a position on public policy issues as a CONTRACTOR, so long as the message does not favor or oppose a certain candidate or otherwise violate the political campaign intervention prohibition;
- Promotion of voter registration in a non-partisan manner;
- Encouragement of voter participation in a non-partisan manner;
- Providing voter education / voter guides in a non-partisan manner;
- Non-partisan candidate forums or debates at the CONTRACTOR'S facilities;
- Candidates appearing or speaking at events of the CONTRACTOR in a non-candidate capacity;
- Supporting the Senior Millage.

18. That the CONTRACTOR is responsible for all Services performed under this Contract. If a Subcontractor is used, CONTRACTOR is the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract, regardless of who actually provides the service. CONTRACTOR shall notify COUNTY of any subcontractors to be utilized prior to their use. The COUNTY reserves the right to approve or reject any proposed subcontractor.

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

1. This Contract shall commence on October 1, 2017 and continue through September 30, 2018. The Board has the option to extend this Contract for up to one (1) additional one year term (the "Extension Terms") at the rates provided in CONTRACTOR'S proposal by providing CONTRACTOR with written notice thirty (30) days prior to the termination date of the Initial Term on the COUNTY's election to exercise the option.

2. The COUNTY agrees to compensate the CONTRACTOR for the term of the Contract an amount not to exceed \$ 890,925.00 for costs of budgetary items described and included within the CONTRACTOR'S Proposal. Reimbursements will be disbursed on a monthly basis at the rate and monthly maximum amount as set forth in Paragraph H.2 for the service agreed upon for the duration of the Contract term.
3. Subject to availability and other applicable conditions, the COUNTY agrees to provide funding throughout the term of this Contract.
4. The CONTRACTOR, its agents, and employees are independent contractors and are not the employees of the COUNTY.
5. CONTRACTOR is encouraged to provide its clients with the opportunity to make financial donations. All donations not limited in use by the donor must be used to provide additional services, as opposed to supporting other expenses. Donations must be reported to Genesee County on the monthly invoice form.
  - a. If donations are to be allowed, CONTRACTOR must offer this voluntary opportunity to the client in a manner that allows for the donation, or lack thereof, to remain confidential. No one shall be denied service for failing to make a donation.
  - b. CONTRACTOR must develop a written procedure for the handling of donations. This procedure must include at a minimum: daily counting and recording of donations by two individuals; method of deposit into a financial institution; monthly reconciliation of deposit records and collection records by a third party who was not involved in counting or depositing the donations.
6. That the COUNTY may, at reasonable times and without notice, visit and inspect the CONTRACTOR'S facilities and discuss or survey the CONTRACTOR'S activities with designated staff.
7. That the COUNTY, or any other representatives designated by the COUNTY, has the right to examine, upon reasonable notice, all records, books and papers related to the performance of activities which are the subject of this Contract.
8. The contract administrator for this Contract is Lynn M. Radzilowski, Senior Services Director, GCOSS, or her designee (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.

#### **D. CONTRACT ATTACHMENTS**

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

Attachment A: RFP # 15-070 and Addenda

Attachment B: CONTRACTOR'S Response to RFP # 15-070

Attachment C: Business Associate Agreement  
Attachment D: Reporting Forms (Monthly Invoice Form & Monthly New Client Address Form)  
Attachment E: Sample Client Satisfaction Survey (CONTRACTOR may use its own form that provides this type of information)  
Attachment F: MIOSHA Part 554 Standards and Regulations  
Attachment G: Approved Budget FY 2017 - 2018  
Attachment H: Genesee County Travel Regulations

## **E. AMENDMENTS**

1. Any changes to this Contract will be valid only if made in writing and acknowledged by all parties to this Contract.
2. This Contract, including attachments, may be amended by mutual written consent of the CONTRACTOR and the COUNTY. When submitting a proposed contract or budget amendment, the CONTRACTOR must also revise or amend its related output measures whenever the amendment results in a significant change of program scope, or as specifically required by the COUNTY, and submit copies of the revised sheets and summary description of the changes.
3. In the event that circumstances occur that are not reasonably foreseeable or are beyond the CONTRACTOR'S control which reduce or otherwise interfere with the CONTRACTOR'S ability to provide or maintain specified services or operational procedures, immediate written notification must be provided to the COUNTY and, where feasible, an amendment to this Contract negotiated.
4. Any change proposed by the CONTRACTOR which would affect the funding of any activity support in whole or in part by funds provided under this Contract must be submitted in writing to the COUNTY immediately upon determining the need for such change. The proposed change may be implemented upon receipt of written notification from the COUNTY.
5. Within thirty days after receipt of the proposed change, the COUNTY shall advise the CONTRACTOR in writing of its determination. Subsequently, the COUNTY will initiate any necessary formal amendment to the Contract for execution by the parties to the Contract.
6. Any changes proposed by the COUNTY must be agreed to in writing by the CONTRACTOR within thirty days of receipt. Upon such written agreement, the COUNTY shall initiate any necessary formal amendment as above.
7. The Contract Administrator is authorized to effect minor modifications of the work plan that do not require monetary adjustments in excess of \$ 5,000.00 without further consultation with the Genesee County Board of Commissioners.
8. The CONTRACTOR may submit a maximum of one budget amendment per quarter. All budget adjustments must be approved by the Office of Senior Services, and the Board of Commissioners, when required.



## **F. TERMINATION**

This Contract is in full force and effect for the period specified in Section C.1 of this contract, subject to the following conditions:

1. This Contract may be terminated by either party for any reason by giving ninety days written notice to the other party stating the effective date of termination.
2. This Contract may be terminated by the COUNTY upon thirty days written notice to the CONTRACTOR due to convenience or diminution of funds.
3. This Contract may be terminated by the COUNTY upon seven days written notice should the CONTRACTOR be found to have failed to perform its services in a manner satisfactory to the COUNTY as per contract requirements. COUNTY will provide CONTRACTOR notice and a reasonable opportunity to cure service performance deemed to be non-satisfactory. However, the COUNTY shall be the sole judge of what constitutes a reasonable opportunity and non-satisfactory performance.
4. This Contract may be terminated immediately without further liability to the COUNTY if the CONTRACTOR, or an official of the CONTRACTOR, is found guilty of any activity referenced in Section I. Assurances, of this Contract.
5. In the event the COUNTY determines not to proceed further with this Contract during its term, the CONTRACTOR may retain all sums paid by the COUNTY for approved expenses incurred and for satisfactory work actually performed at the above stated fee structure. In this event, COUNTY will be liable for satisfactory services performed prior to the COUNTY'S notification of its intent to terminate the Contract and, upon full payment, the other obligations of either party to this Contract shall terminate except for the non-disclosure of information and non-solicitation of personnel as stated herein. Notwithstanding the preceding, COUNTY retains the right to demand and obtain repayment of any funds paid to CONTRACTOR, including withholding as offset from amounts claimed due by CONTRACTOR, that the COUNTY deems to have been paid in error, for services not authorized under the Contract, or for non-satisfactory services.

## **G. REPORTING REQUIREMENTS**

CONTRACTOR will provide the COUNTY with monthly reports using the formats provided in Attachment D and following the criteria as established and outlined in the RFP.

CONTRACTOR will also provide on monthly basis a compilation, or copies, of Client Satisfaction Surveys providing information similar to that in the sample form found in Attachment E.

## **H. REIMBURSEMENT METHOD**

1. The COUNTY shall reimburse the CONTRACTOR for Services provided during the duration of this Contract only. CONTRACTOR shall not be reimbursed for Services provided prior to the commencement date of this Contract.

2. The COUNTY shall reimburse the CONTRACTOR on a monthly basis at a rate of \$17.00 per one hour unit of service delivery for this Contract, with a maximum reimbursement total of \$ 74,243.75 per month. The purpose of the maximum reimbursement is to avoid CONTRACTOR expending all of its funds prior to the scheduled end date of the Contract. Reimbursements exceeding the recommended maximum figure may be permitted on a case by case basis as long as CONTRACTOR presents an explanation of need and a reasonable plan for providing continued service for the remainder of the Contract term.
3. The COUNTY shall reimburse the CONTRACTOR within thirty days of an approved invoice using the monthly invoice form and instructions found in Attachment D of this Contract. Prompt reimbursement shall be contingent upon full contractual compliance and submittal of requisite documentation on the approved invoice form. COUNTY may withhold reimbursement if it deems CONTRACTOR to have failed to have substantially complied with the Contract terms. Ineligible expenses, expenditures not consistent with the approved budget, expenditures for Services knowingly performed where no vendor slot is available, or expenditures exceeding the monthly maximum limit will not be reimbursed.
4. Properly documented requests for reimbursement submitted to the COUNTY by the 21<sup>st</sup> of each month will be processed and, if approved, disbursed by the 15<sup>th</sup> of the next month. Requests submitted later than the 21<sup>st</sup> of each month and incomplete requests (e.g. inadequate supporting documentation) will be processed in the following reimbursement cycle. At its sole discretion, the COUNTY will deem expenditures as either eligible or ineligible for each reimbursement or advance expenditure request. The COUNTY may, at its discretion and upon reasonable notice, require the CONTRACTOR to complete reports additional to those attached to this CONTRACT regarding the CONTRACTOR'S expenses and activities.

#### **I. ASSURANCES**

The CONTRACTOR covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is related to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination 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.

#### **J. CONFIDENTIALITY**

It is understood that work performed under this Program of Services will include access to proprietary documents and information. The CONTRACTOR agrees that confidential information about the COUNTY or its related entities will not be released, except as required by law, without the prior approval of the COUNTY. The COUNTY agrees that it will not release any of the CONTRACTOR'S materials provided or utilized during the Contract term without written permission. The CONTRACTOR and the COUNTY affirm the Business Associate Agreement included as Attachment C.



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

CONTRACTOR acknowledges that the COUNTY is a public body subject to the Michigan Freedom of Information Act. Records held by the COUNTY are public unless exempted. Notwithstanding the foregoing, confidential information collected and provided to the COUNTY by the CONTRACTOR as part of its reporting requirements shall be used solely for purposes of performing and evaluating the performance of this Contract and will not be retained.

#### **K. LIABILITY AND INDEMNIFICATION**

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the CONTRACTOR in the performance of the Contract shall be the responsibility of the CONTRACTOR and not the responsibility of the COUNTY if the liability, loss or damage is caused by, or arises out of, the action or failure to act on the part of the CONTRACTOR or any employee or agent of the CONTRACTOR. The CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY and its officers and employees from and against all claims, losses, damages, and expenses including but not limited to attorney's fees, arising out of or resulting from the CONTRACTOR'S performance of the Contract.

#### **L. APPLICABLE LAWS**

This is a Genesee County contract. This Contract shall be governed by the laws of the State of Michigan. Any dispute arising as a result of this Contract shall be resolved in the State of Michigan. The parties shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority that may have bearing on the performance of the Contract.

#### **M. GOOD FAITH EFFORTS TO RESOLVE DISPUTES; ATTORNEYS FEES**

If for any reason any portion of this Contract is in dispute, the parties will make their best efforts to resolve the dispute without resorting to litigation. Should litigation be required to resolve any dispute between the parties, the party not prevailing in the dispute will pay reasonable attorney's fees as part of any resolution of the dispute.

#### **N. INTEGRATION**

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

**O. WAIVER**

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

**P. SEVERABILITY**

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

**Q. SPECIAL CERTIFICATION STATEMENT**

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

**COUNTY OF GENESEE**

**FAMILY SERVICE AGENCY OF MID MICHIGAN**

\_\_\_\_\_  
By: MARK YOUNG, Chairperson  
Genesee County Board of Commissioners

\_\_\_\_\_  
By: CHARLES P. TOMMASULO  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **ATTACHMENT A**

(This document, Request For Proposal # 15-070 and related Addenda, is on file at the Genesee County Office of Senior Services)

## **ATTACHMENT B**

(This document, Contractor's Response to the Request For Proposal # 15-070, is on file at the Genesee County Office of Senior Services)

## **Attachment C**



**Attachment C**  
**Business Associate Agreement**

**Recital of Defined Terms**

"Business Associate" shall mean **FAMILY SERVICE AGENCY OF MID-MICHIGAN** (otherwise referred to as **CONTRACTOR** in the main 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 or on behalf of the County.

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

**Whereas**, Business Associate will be performing various services for or on behalf of the County that may, or do in fact, 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 County, 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 clients of the Program of Services.

**Whereas**, Business Associate, in order to meet 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 County.

**Whereas**, Business Associate further agrees to 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 County 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 County to the extent the County 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 County in accordance with applicable law constitute a contract between the County 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 County or clients of the Program without the prior written consent or authorization of the County or of the program clients. 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 confidential and will be used or 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 County of any instances of breach of confidentiality of which such person is aware.
  - c. Business Associate agrees to provide to the County the mailing addresses of clients for mapping purposes only. County agrees to limit use of the provided mailing addresses to mapping and statistical analysis. County further agrees to destroy all copies, paper and electronic, of the mailing addresses provided once the mapping of said addresses is complete.
5. Business Associate shall ensure that its personnel, employees, affiliates, and agents maintain the confidentiality of client health information and business information of the County.
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 County.
  - 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 County as specified in the main contract, provided that such use or disclosure would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County.

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 County 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 County 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 County upon request.
10. Business Associate shall make available protected health information in accordance with applicable law.
11. Business Associate shall incorporate any amendments or corrections to protected health information when notified pursuant to applicable law.
12. Business Associate agrees to indemnify and hold harmless the County, 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 within the terms of this Agreement or 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.
13. Without limiting the rights and remedies of the County elsewhere set forth in this Agreement or available under applicable law, the County may terminate this Agreement without penalty or recourse to the County if the County determines that Business Associate has violated a material term of the provisions of this Agreement.
14. Business Associate agrees that this Agreement may be amended from time to time by the County 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.
15. 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.

## **Attachment D**

# MONTHLY INVOICE and REPORT FORM

Agency: Family Service Agency of Mid Michigan Activity: In-Home Personal Care & Homemaking

Contract Term: October 1, 2017 - September 30, 2018

Activity Period: \_\_\_\_\_

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

Agency's Authorizing Signature: \_\_\_\_\_

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

1. Total number of Genesee County residents aged 60 years and older ("clients") who were new clients during this month.
  2. Total number of new client care plans implemented under this contract, during this month.
  3. Cumulative number of new clients served under this contract.
  4. Total number of new referrals received by your firm from assessment service providers, under this contract, during this month.
  5. Cumulative number of assessments received by your firm under this contract from community agencies for clients.
  6. Total number of reassessments initiated with case management and referral services providers under this contract, during this month.
  7. Total referral source(s) and referral recipient(s) for each new client served under this contract, during this month. Use additional sheet as necessary.
- Referral Sources:*

total:	

*Referral Recipients:*

total:	
8. Cumulative number of clients who were provided referral services under this contract.
  9. Number of persons aged 60 years and older on a waiting list for your services at the date of this reimbursement request.
  10. Total number of clients discharged from services during this month.
  11. Total number of agency staff and volunteer workers providing services under this contract.
  12. List names and titles of staff who performed work under this contract during this month. Attach pertinent licensures, as applicable, if not submitted during a previous month.
  13. For each client included in item 1, email that person's address including street number, street name, city or village, and zip code.



# MONTHLY INVOICE and REPORT FORM

14. Client Satisfaction Surveys attached.

15. Backup documentation attached.

16. Indicate the number of unduplicated Senior Millage clients FSA served with in-home personal care during this month.

17. Indicate the amount of donations received by FSA for this program during this month.

RATE PER UNIT (One Unit Ends at One Hour) \$ 17.00

Units of  
Service:

TOTAL REQUEST:

Fund: 202-

TOTAL PAYMENT:

Account Number:

Last month's fund balance:

Minus Total Request from above:

Current fund balance:

Date Received:

Staff Review:

Staff Reviewer's Initials:

Office of  
Senior  
Services  
Signature

Office of Senior Services Department Authority

## DEFINITIONS & INSTRUCTIONS

### Activity Period

An activity period is defined as one calendar month, beginning on the first date and ending on the last date of the calendar month.

Example: October 1, 2009 to October 31, 2009

### New Client

A new client is one Genesee County resident, aged 60 years and older, who has not ever received services under this contract prior to the start of the reported activity period.

### Cumulative

For the purposes of reporting on this contract, cumulative refers to the number of clients, or volunteers, or assessments, or reassessments, or referrals counted from October 1, 2009 to the end of the reported activity period.

### Total number of new clients or volunteers

The total number of new clients or volunteers as a whole may differ from the total number of new clients receiving more complete levels of services.

Example 1: New client "A" was assessed and referred to your agency during the activity period, a care plan meeting is scheduled with the family, and care services will not begin until the next activity period. Client "A" is counted under Number 1. for the reporting activity period.

Example 2: New Client "B" was assessed and referred to your agency during the activity period, a care plan was developed, and Attendant Level Services were performed during the reporting activity period. Client "B" is counted under Number 2. for the reported activity period.

Senior Millage Service Providers  
Client Addresses

Month & Year: \_\_\_\_\_

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/A/C/H /NA/U)
1	FSA	PC							
2	FSA	PC							
3	FSA	PC							
4	FSA	PC							
5	FSA	PC							
6	FSA	PC							
7	FSA	PC							
8	FSA	PC							
9	FSA	PC							
10	FSA	PC							
11	FSA	PC							
12	FSA	PC							
13	FSA	PC							
14	FSA	PC							
15	FSA	PC							
16	FSA	PC							
17	FSA	PC							
18	FSA	PC							
19	FSA	PC							

## Attachment E

**SAMPLE  
CLIENT SATISFACTION SURVEY**

1. Did our staff treat you with dignity and respect?
2. Were your questions answered to your satisfaction?
3. Were you referred to other agencies for any services?
4. Were you satisfied with services offered by our firm?
5. Is there anything that you still need help with?
6. Would you recommend us to a friend?
7. Did we respond to your needs quickly?
8. Was our staff professional?
9. Was our staff available to you at all times during the day?
10. If there were mistakes, were they corrected to your satisfaction?

Senior Millage Service Providers  
Client Addresses

Month & Year: \_\_\_\_\_

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/AC/H /NA/U)
1	FSA	G & C							
2	FSA	G & C							
3	FSA	G & C							
4	FSA	G & C							
5	FSA	G & C							
6	FSA	G & C							
7	FSA	G & C							
8	FSA	G & C							
9	FSA	G & C							
10	FSA	G & C							
11	FSA	G & C							
12	FSA	G & C							
13	FSA	G & C							
14	FSA	G & C							
15	FSA	G & C							
16	FSA	G & C							
17	FSA	G & C							
18	FSA	G & C							
19	FSA	G & C							



## Attachment E

**SAMPLE  
CLIENT SATISFACTION SURVEY**

1. Did our staff treat you with dignity and respect?
2. Were your questions answered to your satisfaction?
3. Were you referred to other agencies for any services?
4. Were you satisfied with services offered by our firm?
5. Is there anything that you still need help with?
6. Would you recommend us to a friend?
7. Did we respond to your needs quickly?
8. Was our staff professional?
9. Was our staff available to you at all times during the day?
10. If there were mistakes, were they corrected to your satisfaction?

## Attachment F



DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

DIRECTOR'S OFFICE

OCCUPATIONAL HEALTH STANDARDS

Filed with the Secretary of State on June 30, 1993 (as amended November 14, 1996)  
(as amended June 28, 2001) (as amended October 28, 2014)

These rules become effective immediately upon filing with the Secretary of State  
unless adopted under section 33, 44, or 45a(6) of 1969 PA 306.

Rules adopted under these sections become effective 7 days after filing with the Secretary of State.

(By authority conferred on the director of the department of licensing and regulatory affairs  
by sections 14 and 24 of 1974 PA 154, MCL 408.1014 and 408.1024,  
and Executive Reorganization Order Nos. 1996-1 and 1996-2, 2003-1, 2008-4,  
and 2011-4, MCL 330.3101, 445.2001, 445.2011, 445.2025 and 445.2030)

R 325.70002, R 325.70003, R 325.70004, R 325.70007, R 325.70008, R 325.70009, R 325.70011, R 325.70013,  
R 325.70014, R 325.70015, R 325.70016 and R 325.70017 of the Michigan Administrative code are amended,  
and R 325.70001a is added, and R 325.70017 and R 325.70018 of the Code are rescinded as follows:

PART 554. BLOODBORNE INFECTIOUS DISEASES

Table of Contents:

R 325.70001 Scope.....	1	R 325.70012 HIV and HBV research laboratories and production facilities.....	7
R 325.70001a Referenced standards.....	1	R 325.70013 Vaccinations and postexposure follow-up.....	8
R 325.70002 Definitions.....	1	R 325.70014 Communication of hazards to employees.....	9
R 325.70003 Exposure determination.....	3	R 325.70015 Recordkeeping.....	10
R 325.70004 Exposure control plan.....	3	R 325.70016 Information and training.....	11
R 325.70005 Universal precautions.....	4	Appendix A - Information sheet.....	12
R 325.70006 Engineering controls.....	4	Appendix B - Sample waiver statement when an employee declines the hepatitis b vaccination....	14
R 325.70007 Work practices.....	4		
R 325.70008 Protective work clothing and equipment.....	5		
R 325.70009 Housekeeping.....	5		
R 325.70010 Regulated waste disposal.....	6		
R 325.70011 Laundry.....	6		

**R 325.70001 Scope.**

**Rule 1.** These rules apply to all employers that have employees with occupational exposure to blood and other potentially infectious material.

**R 325.70001a Referenced standards.**

**Rule 1a.** (1) The following Michigan occupational safety and health standards are referenced in these rules. Up to 5 copies of these standards may be obtained at no charge from the Michigan Department of Licensing and Regulatory Affairs, MIOSHA Regulatory Services Section, 7150 Harris Drive, P.O. Box 30643, Lansing, Michigan 48909-8143, or via the internet at website:

[www.michigan.gov/mioshastandards](http://www.michigan.gov/mioshastandards). For quantities greater than 5, the cost, at the time of adoption of these rules, is 4 cents per page.

(a) Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," R 325.3451 to R 325.3476.

(b) MIOSHA Standard Part 11. "Recording and Reporting of Occupational Injuries and Illnesses," R 408.22101 to R 408.22162.

(2) The appendices to these rules are informational only and are not intended to create any additional obligations or requirements not otherwise imposed by these rules or to detract from any established obligations or requirements.

**R 325.70002 Definitions.**

**Rule 2.** As used in these rules:

(a) "Act" means Michigan occupational safety and health act (MIOSHA), 1974 PA 154, MCL 408.1001 to 408.1094.

(b) "Biologically hazardous conditions" means equipment, containers, rooms, materials, experimental animals, animals infected with HBV or HIV virus, or combinations thereof that contain, or are contaminated with, blood or other potentially infectious material.

(c) "Blood" means human blood, human blood components, and products made from human blood.

(d) "Bloodborne pathogens" means pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

(e) "Clinical laboratory" means a workplace where diagnostic or other screening procedures are performed on blood or other potentially infectious material.

(f) "Contaminated" means the presence or the reasonably anticipated presence of blood or other potentially infectious material on an item or surface.

(g) "Contaminated laundry" means laundry that has been soiled with blood or other potentially infectious materials or that may contain sharps.

(h) "Contaminated sharps" means any contaminated object that can penetrate the skin, including any of the following:

- (i) Needles.
- (ii) Scalpels.
- (iii) Broken glass.
- (iv) Broken capillary tubes.
- (v) Exposed ends of dental wires.

(i) "Decontamination" means the use of physical or chemical means to remove, inactivate, or destroy bloodborne pathogens on a surface or item to the point where they are no longer capable of transmitting infectious particles and the surface or item is rendered safe for handling, use, or disposal.

(j) "Department" means the department of licensing and regulatory affairs.

(k) "Director" means the director of the department or his or her designee.

(l) "Disinfect" means to inactivate virtually all recognized pathogenic microorganisms, but not necessarily all microbial forms, on inanimate objects.

(m) "Engineering controls" means controls, for example, sharps disposal containers, self-sheathing needles, or safer medical devices, such as sharps with engineered sharps injury protections and needleless systems, that isolate or remove the bloodborne pathogen hazard from the workplace.

(n) "Exposure" means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties. "Exposure" does not include incidental exposures that may take place on the job, that are neither reasonably nor routinely expected, and that the worker is not required to incur in the normal course of employment.

(o) "Exposure incident" means a specific eye, mouth, other mucous membrane, nonintact skin, or parenteral contact with blood or other potentially infectious material that results from the performance of an employee's duties.

(p) "Handwashing facilities" means facilities that provide an adequate supply of running, potable water, soap, and single-use towels or an air drying machine.

(q) "Licensed health care professional" means a person whose legally permitted scope of practice allows him or her to independently perform the activities required by R 325.70013 concerning hepatitis B vaccination and post-exposure evaluation and follow-up.

(r) "Needleless systems" means a device that does not use needles for any of the following:

(i) The collection of bodily fluids or withdrawal of body fluids after initial venous or arterial access is established.

(ii) The administration of medication or fluids.

(iii) Any other procedure involving the potential for occupational exposure to bloodborne pathogens due to percutaneous injuries from contaminated sharps.

(s) "Other potentially infectious material" means any of the following:

(i) Any of the following human body fluids:

- (A) Semen.
- (B) Vaginal secretions.
- (C) Amniotic fluid.
- (D) Cerebrospinal fluid.
- (E) Peritoneal fluid.
- (F) Pleural fluid.
- (G) Pericardial fluid.
- (H) Synovial fluid.
- (I) Saliva in dental procedures.
- (J) Any body fluid that is visibly contaminated with blood.

(K) All body fluids in situations where it is difficult or impossible to differentiate between body fluids.

(ii) Any unfixed tissue or organ, other than intact skin, from a living or dead human.

(iii) Cell or tissue cultures that contain HIV, organ cultures, and culture medium or other solutions that contain HIV or HBV; and blood, organs, or other tissues from experimental animals infected with HIV or HBV.

(t) "Parenteral" means exposure occurring as a result of piercing mucous membrane or the skin barrier, such as exposure through subcutaneous, intramuscular, intravenous, or arterial routes resulting from needlesticks, human bites, cuts, and abrasions.

(u) "Personal protective equipment" or "PPE" means specialized clothing or equipment that is worn by an employee to protect him or her from a hazard. General work clothes, such as uniforms, pants, shirts, or blouses, that are not intended to function as protection against a hazard are not considered to be personal protective equipment.



(v) "Production facility" means a facility that is engaged in the industrial-scale, large-volume production of HIV or HBV or in the high-concentration production of HIV or HBV.

(w) "Regulated waste" means any of the following:

(i) Liquid or semiliquid blood or other potentially infectious material.

(ii) Contaminated items that would release blood or other potentially infectious material in a liquid or semiliquid state if compressed.

(iii) Items that are caked with dried blood or other potentially infectious material and that are capable of releasing these materials during handling.

(iv) Contaminated sharps.

(v) Pathological and microbiological waste that contains blood and other potentially infectious material.

(x) "Research laboratory" means a laboratory that produces or uses research laboratory-scale amounts of HIV or HBV. A research laboratory may produce high concentrations of HIV or HBV, but not in the volume found in a production facility.

(y) "Sharps with engineered sharps injury protections" means a nonneedle sharp or a needle device that is used for withdrawing body fluids, accessing a vein or artery, or administering medications or other fluids, and that has a build-in safety feature or mechanism that effectively reduces the risk of an exposure incident.

(z) "Source individual" means any living or dead individual whose blood or other potentially infectious material may be a source of occupational exposure to an employee. Examples of a source individual include all of the following:

(i) A patient of a hospital or clinic.

(ii) A client of an institution for the developmentally disabled.

(iii) A victim of trauma.

(iv) A client of a drug or alcohol treatment facility.

(v) A resident of a hospice or nursing home.

(vi) Human remains.

(vii) An individual who donates or sells his or her blood or blood components.

(aa) "Standard operating procedures (SOPs)" means any of the following that address the performance of work activities so as to reduce the risk of exposure to blood and other potentially infectious material:

(i) Written policies.

(ii) Written procedures.

(iii) Written directives.

(iv) Written standards of practice.

(v) Written protocols.

(vi) Written systems of practice.

(vii) Elements of an infection control program.

(bb) "Sterilize" means the use of a physical or chemical procedure to destroy all microbial life, including highly resistant bacterial endospores.

(cc) "Universal precautions" means a method of infection control that treats all human blood and other potentially infectious material as capable of transmitting HIV, HBV, and other bloodborne pathogens.

(dd) "Work practices" means controls that reduce the likelihood of exposure to bloodborne pathogens by altering the manner in which a task is performed.

#### **R 325.70003 Exposure determination.**

**Rule 3.** (1) An employer shall evaluate routine and reasonably anticipated tasks and procedures to determine whether there is actual or reasonably anticipated employee exposure to blood or other potentially infectious material. Based on this evaluation, an employer shall categorize all employees into category A or B as follows:

(a) Category A consists of occupations that require procedures or other occupation-related tasks that involve exposure or reasonably anticipated exposure to blood or other potentially infectious material or that involve a likelihood for spills or splashes of blood or other potentially infectious material. This includes procedures or tasks conducted in nonroutine situations as a condition of employment.

(b) Category B consists of occupations that do not require tasks that involve exposure to blood or other potentially infectious material on a routine or nonroutine basis as a condition of employment. Employees in occupations in this category do not perform or assist in emergency medical care or first aid and are not reasonably anticipated to be exposed in any other way.

(2) An exposure determination shall be made without regard to the use of personal protective clothing and equipment.

(3) An employer shall maintain a list of all job classifications that are determined to be category A.

#### **R 325.70004 Exposure control plan.**

**Rule 4.** (a) If an employee is determined to be in category A, then an employer shall establish a written exposure control plan to minimize or eliminate employee exposure.

(b) An exposure control plan shall contain all of the following information:

(i) The exposure determination required by R 325.70003(1).

(ii) The schedule and method of implementation for each applicable rule.

(iii) The contents or a summary of the training program required by R 325.70016.

(iv) The procedures for the evaluation of circumstances surrounding exposure incidents as required by R 325.70013(5).

(v) Task-specific standard operating procedures (SOPs) that address all of the following areas:

(A) Employee recognition of reasonably anticipated exposure to blood and other potentially infectious material.

(B) Appropriate selection, use, maintenance, and disposal of personal protective equipment.

(C) Contingency plans for foreseeable circumstances that prevent following the recommended SOPs.

(c) General employer policies or task-specific SOPs shall address the management of inadvertent exposures such as needlesticks or mucus membrane exposures.

(d) The exposure control plan shall be reviewed at least annually and updated as necessary. A review shall consider changes in employees' tasks and procedures and the latest information from the centers for disease control or the department. See appendix A for addresses of these agencies. The review and update of the exposure control plans shall comply with both of the following provisions:

(i) Reflect changes in technology that eliminate or reduce exposure to bloodborne pathogens.

(ii) Document annually consideration and implementation of appropriate commercially available and effective safer medical devices designed to eliminate or minimize occupational exposure.

(e) An employer shall ensure that only a person who has knowledge of applicable control practices is authorized to write and to review an exposure control plan.

(f) An employer shall ensure that the exposure control plan is made available to the director or a representative of the director for examination and copying upon request.

(g) An employer shall ensure that a copy of the exposure control plan is accessible to category A employees in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(h) An employer who is required to establish an exposure control plan shall solicit input from non-managerial employees responsible for direct patient care who are potentially exposed to injuries from contaminated sharps in the identification, evaluation, and selection of effective engineering and work practice controls and shall document the solicitation in the exposure control plan.

#### **R 325.70005 Universal precautions.**

**Rule 5.** Universal precautions shall be observed to prevent contact with blood and other potentially infectious materials. If differentiation between body fluid types is difficult or impossible, all body fluids shall be considered potentially infectious materials.

#### **R 325.70006 Engineering controls.**

**Rule 6.** (1) Engineering controls shall be used in combination with work practice controls to minimize or eliminate employee exposure to blood and other potentially infectious material. Where exposure remains after use of engineering and work practice controls, personal protective equipment shall also be used.

(2) Engineering controls shall be examined and maintained or replaced on a regular schedule to ensure their effectiveness.

(3) An employer shall provide hand-washing facilities which are readily accessible to employees. When provision of hand-washing facilities is not feasible, an employer shall provide an appropriate antiseptic hand cleanser with clean cloth or paper towels or antiseptic towelettes.

#### **R 325.70007 Work practices.**

**Rule 7.** At a minimum, work practices shall ensure all of the following:

(a) All personal protective equipment shall be removed before leaving the work area and shall be placed in an appropriately designated area or container for storage, washing, decontamination, or disposal.

(b) If a garment is penetrated by blood or other potentially infectious materials, the garment shall be removed immediately or as soon as feasible.

(c) Employers shall provide handwashing facilities that are readily accessible to employees. When provision of handwashing facilities is not feasible, the employer shall provide either an appropriate antiseptic hand cleanser in conjunction with clean cloth/paper towels or antiseptic towelettes. When antiseptic hand cleansers or towelettes are used, employees shall wash hands with soap and running water as soon as feasible.

(d) Employers shall ensure that employees wash their hands immediately or as soon as feasible after removal of gloves or other personal protective equipment.

(e) Employers shall ensure that employees wash hands and any other skin with soap and water, or flush mucous membranes with water immediately or as soon as feasible following contact of such body areas with blood or other potentially infectious materials.

(f) Used needles and other contaminated sharps shall not be sheared, bent, or broken and shall not be recapped or resheathed where other disposal methods are practical. Used needles and other sharps shall not be recapped, resheathed, or removed unless the employer can demonstrate that no alternative is feasible or that such action is required by a specific medical procedure. Needle recapping or removal shall be accomplished by use of a mechanical device or a 1-handed technique. The disposal of needles and sharps shall be accomplished in accordance with the provisions of R 325.70010.

(g) Eating, drinking, smoking, applying cosmetics or lip balm, or handling contact lenses is prohibited in laboratories and other work areas where there is a reasonable likelihood of exposure.

(h) Food and drink shall not be stored in refrigerators, freezers, shelves, cabinets, or on countertops or benchtops where blood or other potentially infectious material is present or in other areas of possible contamination.

(i) All procedures that involve blood or other potentially infectious material shall be performed in a manner that minimizes splashing, spraying, and aerosolization of blood or other potentially infectious material.

(j) Mouth pipetting or suctioning is prohibited.



**R 325.70008 Protective work clothing and equipment.**

**Rule 8.** An employer shall provide protective work clothing and equipment used in the following:

(a) When there is occupational exposure, an employer shall provide, at no cost to the employee, and assure that an employee uses, appropriate personal protective clothing and equipment, such as any of the following:

- (i) Gloves.
- (ii) Gowns.
- (iii) Fluid-proof aprons.
- (iv) Laboratory coats.
- (v) Head and foot coverings.
- (vi) Faceshields or mask and eye protection.
- (vii) Mouthpieces.
- (viii) Resuscitation bags.
- (ix) Pocket masks.
- (x) Other ventilation devices.

Personal protective equipment is appropriate only if it does not permit blood or other potentially infectious material to pass through to or reach the employee's work clothes, street clothes, undergarments, skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration of time that the protective equipment is used.

(b) An employer shall ensure that an employee uses appropriate personal protective equipment unless the employer shows that the employee temporarily and briefly declined to use PPE when, under rare and extraordinary circumstances, it was the employee's professional judgment that in the specific instance the use of PPE would have prevented the delivery of health care or public safety services or would have posed an increased hazard to the safety of the worker or coworker. When the employee makes this judgment, the circumstances shall be investigated and documented to determine if changes can be made to prevent future occurrences.

(c) An employer shall assure that appropriate protective equipment and clothing in the appropriate sizes are readily accessible at the worksite or issued to employees at no cost to the employees. Hypoallergenic gloves, glove liners, powderless gloves, or other similar alternatives shall be readily accessible to employees who are allergic to the gloves normally provided. See appendix A for more information.

(d) An employer shall provide for the cleaning, laundering, or disposing of protective clothing and equipment required by this rule.

(e) An employer shall repair or replace required protective clothing and equipment as needed to maintain their effectiveness.

(f) An employee shall wear gloves if there is a reasonable anticipation of direct skin contact with blood, other potentially infectious material, mucous membranes, or nonintact skin of patients; when performing vascular access procedures, except as specified in subdivision (g) of this subrule; and when handling items or surfaces that are soiled with blood or other potentially infectious material.

Disposable (single-use) gloves, such as surgical or examination gloves, shall be replaced as soon as practical if contaminated or as soon as feasible if torn, punctured, or ineffective as barriers. Disposable gloves shall not be washed or decontaminated for reuse. Utility gloves shall be discarded if any are cracked, peeling, discolored, torn, or punctured or exhibit other signs of deterioration, but may be decontaminated for reuse if the integrity of the glove is maintained.

(g) If an employer of a volunteer blood donation center judges that routine gloving for all phlebotomies is not necessary, the employer shall do all of the following:

- (i) Periodically reevaluate this policy.
- (ii) Make appropriate gloves available to all employees who wish to use them for phlebotomy.
- (iii) Not discourage the use of gloves for phlebotomy.

(iv) Require that gloves be used for phlebotomy in the following circumstances:

(A) When the employee has cuts, scratches, or other breaks in the skin on his or her hands or wrists.

(B) When the employee judges that hand contamination with blood may occur, for example, when performing phlebotomy on an uncooperative patient.

(C) When the employee is receiving training in phlebotomy.

(h) Employees shall wear masks and eye protection or chin-length face shields as appropriate if splashes, sprays, spatters, droplets, or aerosols of blood or other potentially infectious material may be generated and if there is a likelihood for eye, nose, or mouth contamination.

(i) Employees shall wear gowns, lab coats, aprons, clinic jackets, or similar outer garments where appropriate if there is a reasonably anticipated exposure. Such clothing shall protect all areas of exposed skin that have a significant likelihood for contamination. The type of characteristics will depend upon the task and degree of exposure anticipated.

(j) Employees shall wear surgical caps or hoods and shoe covers or boots where appropriate if there is a reasonable anticipation of gross contamination, for example, in autopsies and orthopedic surgery.

**R 325.70009 Housekeeping.**

**Rule 9.** (1) An employer shall assure that the worksite is maintained in a clean and sanitary condition. An employer shall determine and implement an appropriate written schedule for cleaning and for the method of decontamination based on all of the following:

- (a) The location within a facility.
- (b) The type of surface to be cleaned.
- (c) The type of soil present.
- (d) The tasks or procedures being performed.

(2) All equipment and environmental and working surfaces shall be maintained in a sanitary condition as follows:

(a) Work surfaces shall be cleaned and appropriately decontaminated with an appropriate disinfectant in all of the following instances:

- (i) After completion of procedures.
- (ii) When surfaces are overtly contaminated.
- (iii) Immediately when blood or other potentially infectious material is spilled.
- (iv) At the end of the work shift if the surface may have become contaminated since the last cleaning. See appendix A for supplemental information.

(b) Protective coverings such as plastic wrap, aluminum foil, or plastic-backed, absorbent paper may be used to cover equipment and environmental surfaces. These coverings shall be removed and replaced at the end of the work shift if contaminated or as soon as feasible when they become overly contaminated.

(c) Equipment that may become contaminated with blood or other potentially infectious material shall be examined before servicing or shipping and shall be decontaminated as necessary unless the employer can demonstrate that decontamination is not feasible. If decontamination is not feasible, the employer shall ensure that a readily observable label which states the portions of the equipment that remain contaminated and that is in compliance with R 325.70014(2)(h) is attached to the equipment. The employer shall ensure that all affected employees, the servicing representative, or the manufacturer, as appropriate, is notified that equipment decontamination is not feasible and is notified of the portions of the equipment that remain contaminated before handling, servicing, or shipping so that appropriate precautions will be taken.

(d) All bins, pails, cans, and similar receptacles that are intended for reuse and that have a reasonable likelihood for becoming contaminated with blood and other potentially infectious material shall be inspected and decontaminated on a regularly scheduled basis and shall be cleaned and decontaminated immediately, or as soon as possible, upon visible contamination.

(e) Broken glassware that may be contaminated shall not be picked up directly with the hands. It shall be cleaned up using mechanical means, such as a brush and dust pan, tongs, cotton swabs, or forceps.

(f) Specimens of blood or other potentially infectious material shall be placed in a closable leakproof container during collection, handling, processing, storing, transporting, or shipping. If contamination of the outside of a primary container is likely, a second leakproof container shall be placed over the outside of the first and closed to prevent leakage during handling, processing, storing, transporting, or shipping. If puncture of the primary container is likely, then the primary container shall be placed within a leakproof, puncture-resistant secondary container. All containers shall be labeled or color-coded in accordance with R 325.70014.

(g) Reusable sharps that are contaminated with blood or other potentially infectious materials shall not be stored or processed in a manner that requires employees to reach by hand into the containers where these sharps have been placed.

#### **R 325.70010 Regulated waste disposal.**

**Rule 10.** (1) All regulated waste that is being disposed of shall be placed in closable, leakproof containers or bags that are color-coded or labeled as required by the provisions of R 325.70014. If outside contamination of the container or bag is likely to occur, then a second leakproof container or bag that is closable and labeled or color-coded shall be placed over the outside of the first and closed to prevent leakage during handling, storage, and transport.

(2) Immediately after use, contaminated sharps shall be disposed of in closable, leakproof, puncture-resistant, disposable containers that are labeled or color-coded according to the provisions of R 325.70014. These containers shall be easily accessible to personnel; shall be located in the immediate area of use or where sharps are likely to be found, unless needles are mechanically recapped and transported through nonpublic corridors to the container; and shall be replaced routinely and not allowed to overfill.

(3) The disposal of all medical waste shall be in compliance with the provisions of sections 13801 to 13831 of Act No. 368 of the Public Acts of 1978, as amended, being §§333.13801 to 333.13831 of the Michigan Compiled Laws, and known as the medical waste regulatory act.

#### **R 325.70011 Laundry.**

**Rule 11.** (1) Laundry that is or may be soiled with blood or other potentially infectious material or that may contain contaminated sharps shall be treated as if it were contaminated and shall be handled as little as possible with a minimum of agitation.

(2) Contaminated laundry shall be bagged at the location where it was used and shall not be sorted or rinsed in areas where patients are cared for.

(3) Contaminated laundry shall be placed and transported in bags or containers labeled or color-coded in accordance with R 325.70014. If laundry is wet and presents the likelihood for soaking through or leaking from the bag, it shall be placed and transported in leakproof bags.

(4) An employer shall ensure that laundry workers wear protective gloves and other appropriate personal protective work clothing while handling contaminated laundry.

(5) When an employer follows universal precautions in the handling of all soiled laundry, alternative labeling or color coding is sufficient if it permits all employees to recognize the containers that are required to be in compliance with universal precautions.



(6) When an employer ships contaminated laundry off-site to a facility that does not use universal precautions in the handling of all laundry, the shipping employer shall use bags or containers that are labeled or color-coded in accordance with R 325.70014.

**R 325.70012 HIV and HBV research laboratories and production facilities.**

**Rule 12.** (1) This rule applies to research laboratories and production facilities that are engaged in the culture, production, concentration, experimentation, and manipulation of HIV and HBV. This rule applies to such laboratories and facilities in addition to the other requirements of these rules. This rule does not apply to clinical or diagnostic laboratories that are engaged solely in the analysis of blood, tissues, or organs.

(2) Research laboratories and production facilities shall be in compliance with all of the following requirements:

(a) All infectious liquid or solid waste shall be incinerated or decontaminated by a method known to effectively destroy bloodborne pathogens before being disposed of.

(b) Laboratory doors shall be kept closed when work involving HIV or HBV is in progress.

(c) Contaminated materials that are to be decontaminated at a site away from the work area shall be placed in a durable, leakproof, labeled or color-coded container that is closed before being removed from the work area.

(d) Access to the work area shall be limited to authorized persons only. Written policies and procedures shall be established whereby only persons who have been advised of the biohazard, who meet any specific entry requirements, and who comply with all entry and exit procedures shall be allowed to enter the work areas and animal rooms.

(e) When other potentially infectious material or infected animals are present in the work area or containment module, a hazard warning sign that incorporates the universal biohazard symbol shall be posted on all access doors. The hazard warning sign shall be in compliance with the provisions of R 325.70014(1).

(f) All activities that involve other potentially infectious material shall be conducted in biological safety cabinets or other physical containment devices within the containment module. Work with such material shall not be conducted on the open bench.

(g) Laboratory coats, gowns, smocks, uniforms, or other appropriate protective clothing shall be used in the work area and animal rooms. Protective clothing shall not be worn outside of the work area and shall be decontaminated before being laundered.

(h) Special care shall be taken to avoid skin contamination with other potentially infectious materials. Gloves shall be worn when handling infected animals and when making contact with other potentially infectious materials is unavoidable.

(i) All waste from work areas, including animal rooms, shall be incinerated or decontaminated by a method known to effectively destroy bloodborne pathogens before disposal.

(j) Vacuum lines shall be protected with high-efficiency particulate air (HEPA) filters, or equivalent filters, and liquid disinfectant traps. Filters and traps shall be checked routinely and maintained or replaced as necessary.

(k) Hypodermic needles, syringes, and other sharp instruments shall be used only when a safer alternate technique is not feasible. Only needle-locking syringes or disposable syringe with needle units that have a needle as an integral part of the syringe shall be used for the injection or aspiration of other potentially infectious material. Extreme caution shall be used when handling needles and syringes to avoid autoinoculation and the generation of aerosols during use and disposal. A needle shall not be bent, sheared, replaced in the sheath or guard, or removed from the syringe after being used. The needle and syringe shall be promptly placed in a puncture-resistant container and decontaminated, preferably by autoclaving, before being discarded or reused.

(l) A spill or accident that results in an exposure incident shall be immediately reported to the laboratory director or another responsible person. Spills shall immediately be contained and cleaned up by appropriate professional staff who are trained and equipped to work with potentially concentrated infectious material.

(m) A biosafety manual shall be prepared or adopted and reviewed and updated at least annually. Personnel shall be advised of potential hazards and shall be required to read and follow instructions on practices and procedures.

(n) Both of the following containment equipment requirements shall be complied with:

(i) Class I, II, or III certified biological safety cabinets or other appropriate combinations of personal protection or physical containment devices, such as any of the following, shall be used for all activities with other potentially infectious material that poses a threat of exposure to droplets, splashes, spills, or aerosols:

(A) Special protective clothing.

(B) Respirators.

(C) Centrifuge safety cups.

(D) Sealed centrifuge rotors.

(E) Containment caging for animals.

(ii) Biological safety cabinets shall be certified when installed, at least annually, and when they are relocated.

(3) HIV and HBV research laboratories shall be in compliance with both of the following requirements:

(a) Each laboratory shall contain a sink for washing hands and an eye wash station that are readily available in the work area.

(b) An autoclave for the decontamination of regulated wastes shall be available.



(4) HIV and HBV production facilities shall be in compliance with all of the following requirements:

(a) The work areas shall be separated from areas that are open to an unrestricted traffic flow within the building. Passage through 2 sets of doors shall be the basic requirement for entry into the work area from access corridors or other contiguous areas. Physical separation of the high-containment work area from access corridors or other areas or activities may also be provided by a double-doored room for changing clothes, an airlock, or other access facility that requires passing through 2 sets of doors before entering the work area. Showers may be included as part of the changing room.

(b) The interior surfaces of walls, floors, and ceilings shall be water-resistant so that they can be easily cleaned. Penetrations in these surfaces shall be sealed or capable of being sealed to facilitate decontamination of the work area.

(c) Each work area shall contain a sink for washing hands. The sink shall be foot-operated, elbow operated, or automatically operated and shall be located near the exit door of the work area.

(d) Access doors to the work area or containment module shall be self-closing.

(e) An autoclave for the decontamination of infectious wastes shall be available within, or as near as possible to, the work area.

(f) A ducted exhaust air ventilation system shall be provided. This system shall create directional airflow that draws air into the work area through the entry area. The exhaust air shall not be recirculated to any other area of the building, shall be discharged to the outside, and shall be dispersed away from occupied areas and air intakes. The proper direction of the airflow into the work area shall be verified.

(5) Additional training requirements for employees in HIV and HBV research laboratories and HIV and HBV production facilities are specified in R 325.70016(6).

#### **R 325.70013 Vaccinations and postexposure follow-up.**

**Rule 13.** (1) An employer shall assure that all medical evaluations are procedures that are performed by or under the supervision of a licensed physician or other licensed health care professional and that all laboratory tests are conducted by an accredited laboratory.

(2) An employer shall assure that all evaluations, procedures, vaccinations, and postexposure prophylaxes are provided without cost to the employee, at a reasonable time and place, and according to current recommendations of the United States public health service, unless in conflict with this rule.

(3) An employer shall assure that all employees will receive appropriate counseling with regard to medical risks and benefits before undergoing any evaluations, procedures, vaccinations, or postexposure prophylaxes.

(4) Within 10 working days of the time of initial assignment and after the employee has received training required by R 325.70016(5)(i), an employer shall make all of the following available to each category A employee:

(a) A hepatitis B vaccination. If an employee initially declines vaccination, but at a later date, while still covered under these rules, decides to accept the HBV vaccine, the employer shall provide the vaccine at that time. If a booster dose or doses are recommended by the United States public health service at a future date, the booster dose or doses shall be made available.

(b) If an employee has previously received the complete HBV vaccination series, is found to be immune to HBV by virtue of adequate antibody titer, or the vaccine is contraindicated for medical reasons, then the employer is not required to offer the HBV vaccine to that employee.

(c) An employer shall not make participation in a prescreening program a prerequisite for receiving hepatitis B vaccination.

(d) An employer shall assure that an employee who declines to accept hepatitis B vaccination signs a waiver statement with all of the following provisions:

(i) Understanding of risk.

(ii) Acknowledgment of opportunity of vaccination at no cost.

(iii) Declining vaccination.

(iv) Future availability of vaccination at no cost if desired, if still in at-risk status. See appendix B for a sample of an acceptable waiver statement.

(5) An employer shall provide each exposed employee with an opportunity to have a confidential medical evaluation and follow-up subsequent to a reported occupational exposure incident to blood or other potentially infectious material. The evaluation and follow-up shall include, at a minimum, all of the following elements:

(a) Documentation of the route or routes of exposure and the circumstances under which the exposure incident occurred.

(b) Identification and documentation of the source individual, unless the employer can establish that identification is infeasible or prohibited by state or local law, shall include all of the following:

(i) The source individual's blood shall be tested as soon as feasible and after consent is obtained to determine HBV and HIV infectivity. If consent is not obtained, the employer shall establish that legally required consent cannot be obtained. If the source individual's consent is not required by law, his or her blood, if available, shall be tested and the results documented.

(ii) If the source individual is already known to be infected with HBV or HIV, testing need not be repeated.

(iii) Results of the source individual's testing shall be made available to the exposed employee, and the employee shall be informed of applicable laws and regulations concerning disclosure of the identity and infectious status of the source individual.

(c) Collection and testing of blood or HBV and HIV serological status shall include both of the following:

(i) The exposed employee's blood shall be collected as soon as feasible and tested after consent is obtained.

(ii) If the exposed employee consents to baseline blood collection, but not to HIV testing at that time, the sample shall be preserved for not less than 90 days. If within the 90 days the employee elects to have the baseline sample tested, such testing shall be done as soon as feasible.

(d) Postexposure prophylaxis, when medically indicated, as recommended by the United States public health service.

(e) Counseling on risk reduction and the risks and benefits of HIV testing in accordance with state law.

(f) Evaluation of reported illnesses.

(6) An employer shall ensure that the health care professional who is responsible for the hepatitis B Vaccination is provided with a copy of these rules and appendices. An employer shall ensure that the health care professional who evaluates an employee after an exposure incident is provided with all of the following information:

(a) A description of the affected employee's duties as they relate to the employee's exposure incident.

(b) Documentation of the route or routes of exposure and the circumstances under which exposure occurred.

(c) Results of the source individual's blood testing, if available.

(d) All medical records that are relevant to the appropriate treatment of the employee, including vaccination status, and that are the employer's responsibility to maintain.

(7) For each evaluation pursuant to the provisions of this rule, an employer shall obtain, and provide an employee with a copy of, the evaluating health care professional's written opinion within 15 working days of the completion of the evaluation. The written opinion shall be limited to the following information:


(a) Whether hepatitis B vaccination is indicated for an employee and if the employee has received such vaccination.

(b) A statement that the employee has been informed of the results of the medical evaluation and that the employee has been told about any medical conditions that have resulted from exposure to blood or other potentially infectious material and that require further evaluation or treatment. The written opinion obtained by the employer shall not reveal specific findings or diagnoses that are unrelated to the employee's ability to wear protective clothing and equipment or receive vaccinations. Such findings and diagnoses shall remain confidential.

(8) Medical records that are required by these rules shall be maintained in accordance with R 325.70015.

#### **R 325.70014 Communication of hazards to employees.**

**Rule 14.** (1) An employer shall post signs at the entrance to work areas specified in R 325.70012. The signs shall bear the following legend:

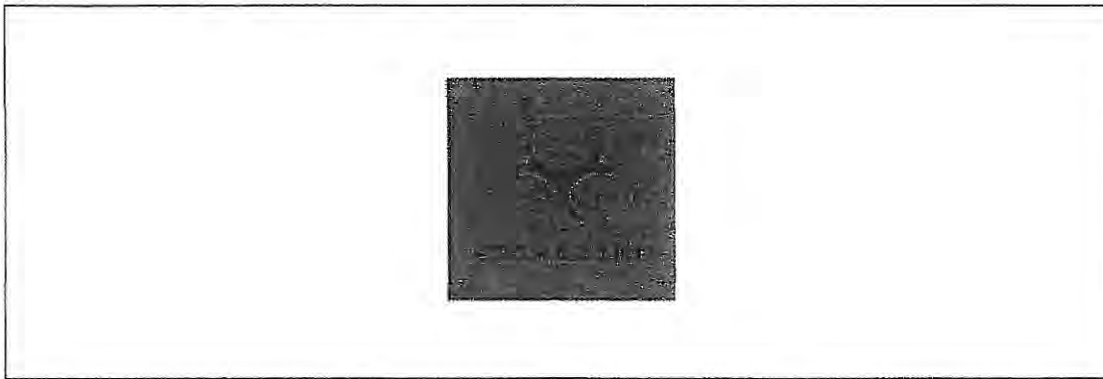

[Name of infectious agent]
[Special requirements for entering the area]
[Name and telephone number of the laboratory director or other responsible person]

These signs shall be fluorescent orange-red with lettering and symbols in a contrasting color.

(2) Labels shall be in compliance with all of the following requirements:

(a) Warning labels shall be affixed to containers of regulated waste, refrigerators and freezers that contain blood or other potentially infectious material, and other containers that are used to store or transport blood or other potentially infectious material, except as provided in subdivision (e) or (f) of this subrule.

(b) Labels that are required pursuant to this rule shall include the follow legend:



(c) Labels shall be fluorescent orange or orange-red or predominately orange or orange-red, with lettering or symbols in a contrasting color.

(d) Labels shall either be an integral part of the container or shall be affixed as close as safely possible to the container by string, wire, or adhesive or by another method that prevents the loss of labels or the unintentional removal of labels.

(e) Red bags or red containers may be substituted for labels.

(f) Containers of blood, blood components, or blood products that are labeled as to their contents and that have been released for transfusion or other clinical use are exempted from the labeling requirements of this rule.

(g) Individual containers of blood or other potentially infectious materials that are placed in a labeled container during storage, transport, shipment, or disposal are exempted from labeling requirements.

(h) Labels required for contaminated equipment shall be in accordance this subrule and shall also describe which portions of the equipment remain contaminated.

(i) Regulated waste that has been decontaminated need not be labeled or color-coded.

#### **R 325.70015 Recordkeeping.**

**Rule 15.** (1) An employer shall establish and maintain medical records for each category A employee in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(2) An employer shall ensure that medical records contain, at a minimum, all of the following information:

(a) The name and social security number of the employee.

(b) A copy of the employee's hepatitis B vaccination status, including the dates administered and medical records relating to the employee's ability to receive a vaccination as required by R 325.70013.

(c) A copy of all results of examinations, medical testing, and follow-up procedures as required by R 325.70013.

(d) The employer's copy of the physician's written opinion.

(e) A copy of the information provided to the physician as required by R 325.70013(6).

(3) An employer shall assure that employee medical records that are required by this rule are kept confidential and are not disclosed or reported without the employee's express written consent to any person within or outside the workplace, except as required by this rule or as may be required or permitted by law.

(4) An employer shall maintain employee medical records for not less than the duration of employment plus 30 years in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(5) An employer shall develop and maintain training records for each category A employee. Training records shall be maintained for 3 years beyond the date that the training occurred.

(6) Training records shall include all of the following information:

(a) The dates of the training sessions.

(b) The contents or a summary of the training sessions.

(c) The names and qualifications of persons who conduct the training.

(d) The names and job titles of all persons who attend the training sessions.

(7) An employer shall assure that all records that are required to be maintained by these rules shall be made available, upon request, to representatives of the department or the director for examination and copying.

(8) An employer shall ensure that employee training records are provided, upon request, for examination and copying to employees, employee representatives, and the director in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.



(9) An employer shall ensure that employee medical records are provided, upon request, for examination and copying to the subject employee, to anyone who has the written consent of the subject employee, and to the director in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(10) An employer shall comply with the requirements that involve the transfer of records in Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(11) All of the following provisions apply to a sharps injury log:

(a) An employer shall establish and maintain a sharps injury log for the recording of percutaneous injuries from contaminated sharps. The information in the sharps injury log shall be recorded and maintained in a manner that protects the confidentiality of the injured employee. At a minimum, a sharps injury log shall contain all of the following information:

(i) The type and brand of device involved in the incident.

(ii) The work unit or work area where the exposure incident occurred.

(iii) An explanation of how the incident occurred.

(b) The requirement to establish and maintain a sharps injury log applies to any employer who is required to maintain a log of occupational injuries and illnesses as prescribed in MIOSHA Standard Part 11. "Recording and Reporting of Occupational Injuries and Illnesses," as referenced in R 325.70001a.

(c) A sharps injury log shall be maintained for the period required as prescribed in MIOSHA Standard Part 11. "Recording and Reporting of Occupational Injuries and Illnesses," as referenced in R 325.70001a.

#### **R 325.70016 Information and training.**

**Rule 16.** (1) An employer shall ensure that all category A employees participate in a training program provided at no cost to the employees and during working hours.

(2) Training shall be provided at the time of initial assignment to category A work or within 90 days after the effective date of these rules, whichever is later, and at least annually thereafter. If an employee has received training on bloodborne pathogens in the year preceding the effective date of these rules, only training with respect to requirements of this rule that were not included in the previous training need to be provided.

(3) An employer shall provide additional training when changes, such as the modification of tasks or procedures or the institution of new tasks or procedures, affect an employee's occupational exposure. The additional training may be limited to addressing the new exposures created.

(4) Material appropriate in content and vocabulary to the educational level, literacy, and language background of employees shall be used.

(5) The training program shall contain all of the following elements:

(a) Accessibility of the copy of these rules and an explanation of the contents of these rules, including appendices.

(b) A general explanation of the epidemiology and symptoms of bloodborne diseases.

(c) An explanation of the modes of transmission of bloodborne pathogens.

(d) An explanation of the employer's exposure control plan, including the standard operating procedures, and how an employee can access the written plan.

(e) An explanation of the appropriate methods for recognizing tasks and other activities that may involve exposure to blood and other potentially infectious material.

(f) An explanation of the use and limitations of practices that will prevent or reduce exposure, including appropriate engineering controls, work practices, and personal protective equipment.

(g) Information on all of the following with respect to personal protective clothing and equipment:

(i) Types.

(ii) Proper use.

(iii) Limitations.

(iv) Location.

(v) Removal.

(vi) Handling.

(vii) Decontamination.

(viii) Disposal.

(h) An explanation of the basis for selecting protective clothing and equipment.

(i) Information on the hepatitis B vaccine and postexposure prophylaxis, including all of the following information:

(i) Availability.

(ii) Efficacy.

(iii) Safety.

(iv) The benefits of being vaccinated.

(v) Method of administration.

(vi) That vaccination is free of charge.

(j) Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious material.

(k) An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident, and the medical follow-up and counseling that will be made available.

(l) An explanation of the signs and labels or color coding required by R 325.70014.

(6) Employees in HIV or HBV research laboratories and HIV/HBV production facilities shall receive the following initial training in addition to the training requirements specified in subrule (5) of this rule:

(a) Employees shall be trained in, and demonstrate proficiency in, standard microbiological practices and techniques and in the practices and operations specific to the facility before being allowed to work with HIV and HBV.

(b) Employees shall be experienced in the handling of human pathogens or tissue cultures before working with HIV and HBV.

R 325.70017 Rescinded.

(c) A training program shall be provided to employees who have not had experience in handling human pathogens. Initial work activities shall not include the handling of infectious agents. A progression of work activities shall be assigned as techniques are learned and proficiency is developed. An employee shall participate in work activities that involve infectious agents only after proficiency has been demonstrated.

R 325.70018 Rescinded.

(7) Training shall be conducted in the following manner:

(a) At the time of initial assignment to tasks where occupational exposure may take place and at least annually thereafter.

(b) Training sessions shall afford employees ample opportunity for discussion and the answering of questions by a knowledgeable trainer.

(c) The person conducting the training shall be knowledgeable in the subject matter covered by the elements contained in the training program as it relates to the workplace that the training will address.

## APPENDIX A INFORMATION SHEET

### Occupations with Potential for Exposure

The hazard of exposure to infectious materials affects employees in many types of employment and is not restricted to the healthcare industry. In the list below are a number of job classifications that may be associated with tasks that have occupational exposure to blood and other potentially infectious materials. The scope of the standard is not limited to employees in these jobs. At the same time, employees in the following jobs are not automatically covered unless they have reasonably anticipated occupational exposure:

Barbers  
Beauticians  
Chiropractors  
Correctional officers  
Day care center workers  
Dental care workers  
Dentists  
Dialysis personnel  
Emergency medical technicians  
Fire fighters  
Foster home workers  
Health care facility support staff  
Housekeepers  
Institutional home workers  
Janitors  
Laboratory workers  
Laundry workers

Law enforcement employees assigned to provide  
emergency first aid  
Maintenance workers  
Medical assistants  
Medical health residential workers  
Morticians  
Nursing personnel (professional and  
nonprofessional)  
Optometrists  
Paramedics  
Phlebotomists  
Physician assistants  
Physicians  
Plumbers  
Podiatrists  
Police officers  
Tattooists



## **Addresses**

### **Centers for Disease Control CDC and Michigan Department of Licensing and Regulatory Affairs**

For current guidelines, contact:

National Prevention Information Network  
P.O. Box 6003  
Rockville, Maryland 20850  
Phone: 1-800-458-5231  
Internet Address: [www.cdcnpi.org](http://www.cdcnpi.org)  
E-mail Address: [info@cdcnpin.org](mailto:info@cdcnpin.org)

and

Michigan Department of Licensing and Regulatory Affairs  
General Industry Safety & Health Division  
P.O. Box 30644  
Lansing, Michigan 48909-8144  
Phone: (517) 322-1831  
Internet Address: [www.michigan/miosha](http://www.michigan/miosha)

## **Engineering Controls**

Engineering controls including ventilation systems and enclosures such as glove boxes, ventilation cabinets, laboratory hoods and tight fitting lids SHOULD be used to effectively isolate and contain splatters, splashes, mists and aerosols of blood, and other potentially infectious material generated from tissue homogenizers, sonicators, vortex mixers, centrifuges and other items capable of generating splashes, splatters, mists and aerosols. Engineering controls such as self-retracting needles, self-sealing capillary tubes and break resistant tubes should be used to prevent contact with blood or other potentially infectious material.

## **Disinfectants**

Appropriate disinfectants for hospital cleaning including sodium hypochlorite diluted between 1:10 and 1:100 with water or other equally effective disinfectant. Antiseptics available and safe for hands include alcoholic foam cleansers, disposable alcoholic tissue wipes, or even washcloths soaked with 70-90% alcohol. It should be noted that waterless antiseptics are most effective in the absence of gross soil.

## **Occupations Requiring Tear and Puncture Resistant Gloves**

Some occupations which may require tear and puncture resistant gloves are morticians, pathologists, mortuary workers, emergency medical technicians, corrections officers, fire fighters, police officers and other law enforcement occupations.

## **Gloves**

Hypoallergenic gloves may include latex but should not be limited to latex and the new improved glove types (such as vinyl) may be available on the market in the future.

Inappropriate "baggy" gloves, for example, as used by bakers, etc., are not meant for contact with blood of the potentially infectious material.

## APPENDIX B

### SAMPLE WAIVER STATEMENT WHEN AN EMPLOYEE DECLINES THE HEPATITIS B VACCINATION

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Employee Name (print): \_\_\_\_\_

Employee Signature: \_\_\_\_\_

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



Michigan Occupational Safety and Health Administration  
PO Box 30643  
Lansing, Michigan 48909-8143  
Ph: 517-284-7740

The Department of Licensing and Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.



## Part 554 Bloodborne Infectious Diseases Standard Requirements for Training

Initial and annual training is required for all part-time, temporary and full-time employees exposed to blood or other potentially infectious material. Requirements for this training are delineated in the bloodborne infectious diseases rules and are discussed below.

First, training must be conducted at the time of initial assignment or prior to any exposure. If new or revised tasks or procedures are instituted at a future date, then additional training must be given prior to their implementation.

### **Trainer Qualifications**

The person conducting the training must be knowledgeable in the subject matter. In addition to demonstrating expertise in the area of occupational health and the transmission of bloodborne pathogens, the trainer must be familiar with the manner in which the elements in the training program relate to the particular workplace. Specialized courses or degree programs would aid in certifying the trainer's knowledge. Persons with strong medical backgrounds such as healthcare professionals (i.e., nurses, physicians and their assistants, infection control practitioners, emergency medical technicians, dental professionals, industrial hygienists and epidemiologists) are good candidates for trainers as long as they are knowledgeable in the subject matter.

A question and answer period must be provided in the training session. The trainer must present the training in a manner appropriate to the employee's educational, literacy and language background so that the employee understands the training.

### **Training Content**

In addition to the above requirements for training, the content of the training program is regulated. An overview of the bloodborne infectious diseases rules is required. A basic understanding of the reasons for the rules including an explanation of the epidemiology and symptoms of bloodborne disease and their modes of transmission is required. Current statistics regarding the epidemiology of the bloodborne pathogens can be requested from the Communicable Disease Epidemiology Division, Michigan Department of Community Health, P.O. Box 30035, 3500 North Martin Luther King, Jr., Boulevard, Lansing, Michigan 48909 or call (517)335-8165.

The trainer should present information on the more common bloodborne diseases including hepatitis B, AIDS, hepatitis C and syphilis. The modes of transmission should include both those common to the workplace (i.e., needle punctures, contact with non-intact skin, splashes and splatters into the eyes, nose or mouth) and personal risk factors (i.e. sexual activity and intravenous drug abuse). The employee must be trained to recognize those work tasks which



could result in exposure such as tasks which result in direct contact with street clothing or skin, or result in splashing and splattering into the eyes, nose or mouth.

To minimize exposure, employers must include non-managerial, exposed employees in the identification, selection and evaluation of appropriate, commercially available and effective safer medical devices. Effective training on new techniques and practices regarding the selected safer medical devices is required. Hands-on training is particularly recommended. Prohibited work practices must be communicated (i.e., no eating or drinking in contaminated areas).

If safer medical devices and work practice controls have not eliminated exposure, personal protective equipment (PPE) is required. PPE training must include the basis for selection, use and limitations. For example, single use examination gloves for blood drawing or utility gloves for blood cleanup would be necessary for use in differing tasks. Information on the types, proper use, location, removal, handling, decontamination and disposal of personal protective equipment must also be detailed.

Information on the hepatitis B vaccination including information on its efficacy, safety, method of administration, the benefits of being vaccinated and that the vaccine and vaccination will be offered free of charge also needs to be included in the training program. Additionally, information on postexposure evaluation and follow-up and procedures to follow if an exposure incident occurs shall be provided. The trainer needs to keep current with information from the U.S. Public Health Service Centers for Disease Control and Prevention (CDC). Publications such as the Morbidity and Mortality Weekly Report can be easily accessed at the following CDC website: [www.cdc.gov/eпо/mmwr](http://www.cdc.gov/eпо/mmwr) regarding these requirements.

Other elements of the training program include information on emergencies which the employee may encounter during work and an explanation of signs, labels or color coding as required by the rules. Finally, an explanation of the employer's exposure control plan and where to obtain it is required.

### **Training Records**

Training records must also be maintained by employers. These records must include dates of the training sessions, contents or a summary of the training sessions, names and qualifications of the trainers and the names and job titles of all persons attending the training sessions. Records must be maintained for 3 years from the date of training and must be provided upon request for examination and copying to employees, employee representatives and the Michigan Department of Consumer and Industry Services. To obtain additional information related to the Bloodborne Infectious Diseases standard contact the Michigan Department of Labor and Economic Growth, Michigan Occupational Safety and Health Administration, Consultation Education and Training: (517) 322-1809.

## **ATTACHMENT G**

(Approved Budget FY 2017 – 2018)



**Family Service Agency of Mid Michigan  
Budget-Guardianship/Conservatorship Services  
Senior Millage Funding  
10/1/2017 – 9/30/2018**

**1. Labor Costs**

Wages

52 clients served \$101,574

Payroll Taxes

FICA: \$101,574 x 7.65% \$7,770

St. Unemployment:

5 employees x \$9,000 x 1.86% \$ 930

Worker's Compensation Insurance

\$101,574 x .32% \$325

Criminal Background Checks/FBI Fingerprinting

3 employees x \$70/each \$ 210

TB Tests

3 employees x \$15/each \$ 45

**2. Costs of Supplies and Materials:**

Family Service Agency of Mid Michigan will absorb the costs of supplies and materials.

**3. Direct Costs, Indirect Costs, and General Administrative Burden of Overhead:**

Administrative Costs

\$124,200 x 10.75% \$ 13,346

**4. "Flat rate" Per Ward Per Month:**

The contractor(s) will be paid only for the number of wards served each month. The price per Ward shall be provided in the proposal as follows:

October 1, 2016 thru September 30, 2017: \$200.00 Price per ward/month

October 1, 2017 thru September 30, 2018: \$200.00 Price per ward/month

October 1, 2018 thru September 30, 2019: \$205.00 Price per ward/month



## Attachment H

## GENESEE COUNTY TRAVEL REGULATIONS

### 1. General

APPLIES TO: These regulations shall govern all County Officials, personnel employed by the County of Genesee, and any other person who submits a voucher to the County for reimbursement of travel expenses.

### 2. Overnight Travel – Must be Approved by the Genesee County Board of Commissioners in Advance

Overnight travel is defined as: staying away from an individual's home for one or more nights, whether in or out of the state or country. When in-state travel is within reasonable commuting distance and time, and is less expensive in total, then an individual will commute.

#### (1) Transportation.

- (a) The expense of traveling by public carrier (rail, airplane or boat) will be allowed on the basis of actual cost. All travelers are expected to travel by the most economical mode of transportation.
- (b) Personnel traveling by airline shall depart from Bishop International Airport if the cost of the airline passenger ticket is no greater than the cost of a similar airline passenger ticket for departure from an alternative airport (the expenses involved in travel to and from such alternative airport, together with any expense of parking a motor vehicle involved in such travel, are to be considered as part of such cost), unless use of Bishop International Airport would involve significant scheduling difficulty.
- (c) When more than one person is attending an overnight or one day authorized conference, seminar or out-of-town meeting, arrangements will be made so that transportation to and from the conference will be shared by those individuals attending.

#### (2) Lodging, Meals, Other Expenses

- (a) The County will pay a maximum base room rate of \$199. If a traveler wishes to acquire preferred lodging at a higher cost than the \$199 base room rate, then the traveler is responsible for the payment of the monetary difference between cost of the lodging and the above rate.
- (b) Whenever meals are served on plane flights which are two or more hours or whenever meals are included in registration fees in which the traveler does not have a valid excuse for not attending, then the traveler shall not be entitled to any meal allowance for those particular meals. This deduction will be computed at the rate of \$6.00 for breakfast, \$9.00 for lunch, and \$15.00 for dinner.
- (c) The maximum daily meal allowances for official travel in-state and out-of-state shall be a maximum of \$30.00 per day. The traveler will not be reimbursed for non-County travelers (spouse, members of a family, friends, etc.).
- (d) The maximum daily tips for meals allowable will be 15 percent of actual meal cost.

### 3. One Day Conferences, Seminars, Workshops, Meetings and Other Travel In or Out of Genesee County

- (1) *Conferences, Seminars and Workshops.* The County will not pay for any meals unless included as part of the registration fee. Each employee will be responsible for their own meals regardless of departure and arrival times.
- (2) *Meetings.* Meals served during, before, or after a business meeting will not be reimbursable except with prior approval.
- (3) *Other Travel.* Meals acquired during normal work related travel will not be reimbursed by the County.

### 4. Individual Car Mileage

The mileage rate for the use of a privately owned automobile on business shall be the rate established by the Internal Revenue Service.

**CONTRACT BETWEEN**

**THE COUNTY OF GENESEE**

Acting By and Through  
**Genesee County Office of Senior Services ("GCOS")**  
**Room 361, Genesee County Administration Building**  
**1101 Beach Street, Flint, Michigan 48502**  
Hereinafter referred to as the **"COUNTY"**

and

**FAMILY SERVICE AGENCY OF MID MICHIGAN**

**1422 West Court Street**  
**Flint, Michigan 48503**

Hereinafter referred to as the **"CONTRACTOR"**

**For the period from October 1, 2017 through September 30, 2018**

**Whereas**, the COUNTY and the CONTRACTOR previously entered into a Contract for a Program of Services titled "Guardianship and Conservatorship Services" (hereinafter referred to as "Services"); with an effective date of October 1, 2016 through September 30, 2017 ("the Contract") and

**Whereas**, the COUNTY elects to exercise its option as provided for in the Request for Proposals to which the CONTRACTOR responded, by extending the Contract for a second year; and

**Whereas**, the parties agree to enter into the Contract for the continued provision of Services set forth herein;

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

**A. PURPOSE:**

This Contract is entered into for the purpose of retaining CONTRACTOR to provide Guardianship and Conservatorship Services funded by Senior Citizen Services millage dollars to individuals 60 years of age or older who reside in Genesee County.

**B. THE CONTRACTOR AGREES:**

1. To accept the terms of this Contract and to undertake, perform and complete the Services described in RFP # 16-081 and Addenda ("the RFP"), and in CONTRACTOR'S Proposal in response to RFP # 16-081 ("Proposal"), which are hereby incorporated into this Contract by reference and included as Attachments A and B, respectively, and in CONTRACTOR'S budget, included as Attachment G to this Contract. If a conflict exists between this document and those incorporated by reference, this document governs.

2. That this Contract is effective for the term stated upon approval by the Genesee County Board of Commissioners.
3. To provide proof of insurances as required in Section 8 of the RFP within 15 days of the signing of this contract. Endorsements naming the COUNTY as an additional insured must be provided prior to initiation of Services. This provision may be satisfied by verification and proof of a "Blanket Additional Insurance Contract Form or Endorsement" provided with the Insurance Certificates. Documentation provided under this subparagraph will include a statement by the insurer that the COUNTY will be notified of any and all insurance cancellation at least 30 days prior to the effective date of cancellation of the respective policies. However, cancellation for non-payment of premium shall be noticed a minimum of ten days prior to cancellation.
4. To accept the conditions, requirements and obligations described and listed in Attachment C, Business Associate Agreement, if that Attachment is listed in Section D below.
5. To establish safeguards to prohibit conflicts of interest involving CONTRACTOR employees, prohibiting them from being involved in activities that are motivated by a desire for private gain for themselves or others with whom they have family, business or personal ties.
6. That failure by the COUNTY to insist upon strict adherence to any terms of this Contract shall not be considered a waiver or deprive the COUNTY of the right thereafter to insist upon strict adherence to that term, or any other term, of this Contract.
7. To provide the necessary administrative, professional and technical staff in the required ratio and number with qualifications as designated in its proposal for operation of the program.
8. That title to any approved equipment (defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$250.00 or more per unit) purchases supported in whole or in substantial part by millage funds shall vest with the County of Genesee upon acquisition. Equipment purchases not included in the submitted budget are automatically unapproved. Purchases of office furniture or furnishings are not eligible for reimbursement and are, therefore, disapproved.
9. To notify the Contract Administrator of damage, theft or replacement of any equipment purchased with Senior Millage funds within 48 hours of such occurrence. When applicable, a copy of the police report must be submitted to the Senior Administrator within two weeks of the occurrence. The CONTRACTOR further agrees to repair or replace damaged or stolen equipment or to reimburse the COUNTY with the millage funded purchase cost utilizing non-senior millage funds. Failure to repair or replace such equipment shall result in repayment to the COUNTY of the millage funded purchase cost by reducing payments to the CONTRACTOR of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.
10. To utilize all report forms as required under the RFP, as well as those included in this document as Attachment D, including the Monthly Invoice Form and the Monthly New Client Address Form (to be sent electronically each month in Excel format) and reporting formats required by the COUNTY as of the effective date of this Contract, and to provide the COUNTY with timely review and commentary on any new report forms



and reporting formats proposed for issuance thereafter. The CONTRACTOR will also provide the County an annual breakdown of financial data, regarding services provided, by Local Unit of Government (LUG).

11. To perform annual criminal background checks on paid staff or volunteers with access to personal information or that have personal contact with the senior clients. See Attachment B. The CONTRACTOR further agrees that costs associated with persons meeting the following criteria will not be paid utilizing senior millage funds:
  - a. Persons having a felony conviction in this state or elsewhere within the last 10 years; or
  - b. Persons having a felony charge pending in this state or elsewhere; or
  - c. Persons having a misdemeanor conviction in this state or elsewhere within the last 10 years involving theft, assault, battery or drug related crimes; or
  - d. Persons having a misdemeanor charge pending in this state or elsewhere involving theft, assault, battery or drug related crimes.

The COUNTY retains the right to deny reimbursement for salary requests, or recapture paid reimbursements by withholding from future requests, if it determines that the individual for whom the request is/was made falls within any of the above categories.

12. To provide annually documentation demonstrating appropriate licenses, criminal background checks, and negative tuberculosis tests for employees as specified in the RFP and subparagraph B.11 above. The CONTRACTOR further agrees to comply with the State of Michigan Department of Labor & Economic Growth, "Occupational Health Standards Part 554 Bloodborne Infectious Diseases" (MIOSHA Part 554) including "Part 554 Bloodborne Infectious Diseases Standard Requirements for Training" using the rules provided in Attachment F to this Contract. Documentation for existing workers or volunteers shall be performed and provided to the County within fifteen days of the signing of this Contract. Testing, licenses (if appropriate), and criminal background checks for new hires or new volunteers shall be performed and provided to the County within fifteen days of their commencement.
13. To perform and provide to the COUNTY an annual financial audit of its operation by the end of the first quarter of the term of the Contract. Failure to timely provide the audit or to receive an extension of time from the Contract Administrator within which to satisfy this requirement will result in withholding of reimbursements for the performance period.
14. To include the following statement in or on all printed materials, newsletters, surveys, website, special events, programs, registration materials, advertisements, DVDs, CDs, program presentations, etc.: *"This program and/or service is funded in whole or in part by Genesee County Senior Millage funds. Your tax dollars are at work."*
15. That Senior Millage funds may not be used to provide increases in salaries or compensation packages for any employee or contractor, unless required by a collective bargaining agreement existing as of October 1, 2010 or unless a wage increase is required to comply with any state or federal minimum wage law.
16. That overnight travel funded by Senior Millage dollars shall be approved in advance by the Genesee County Board of Commissioners. The CONTRACTOR agrees to adhere to its own travel regulations or, in the absence of such acceptable regulations, to the

Genesee County Travel Regulations as set forth in Attachment H to this Contract. Notwithstanding the preceding, no overnight travel reimbursements shall be made from Senior Millage funds without prior approval of the Genesee County Board of Commissioners. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.

17. That political campaign intervention, including directly or indirectly participating in, or intervening in, any political campaign on behalf, or in opposition, of any candidate for elective public office is prohibited. Political campaign intervention includes:

- Contributing to political campaign funds;
- Making public statements of position (verbal or written) by or on behalf of the CONTRACTOR in favor of or opposition to any candidate for public office;
- Distributing statements prepared by others that favor or oppose any candidate for public office;
- Allowing a candidate to use the CONTRACTOR'S assets or facilities, if the equivalent opportunity is not provided to all other candidates;
- Making partisan comments in official publications of the CONTRACTOR or at official functions of the contractor;
- Political fund raising at the CONTRACTOR'S place of business.

Political campaign intervention does not include:

- Taking a position on public policy issues as a CONTRACTOR, so long as the message does not favor or oppose a certain candidate or otherwise violate the political campaign intervention prohibition;
- Promotion of voter registration in a non-partisan manner;
- Encouragement of voter participation in a non-partisan manner;
- Providing voter education / voter guides in a non-partisan manner;
- Non-partisan candidate forums or debates at the CONTRACTOR'S facilities;
- Candidates appearing or speaking at events of the CONTRACTOR in a non-candidate capacity;
- Supporting the Senior Millage.

18. That the CONTRACTOR is responsible for all Services performed under this Contract. If a Subcontractor is used, CONTRACTOR is the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract, regardless of who actually provides the service. CONTRACTOR shall notify COUNTY of any subcontractors to be utilized prior to their use. The COUNTY reserves the right to approve or reject any proposed subcontractor.

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

1. This Contract shall commence on October 1, 2017 and continue through September 30, 2018. The Board has the option to extend this Contract for up to one (1) additional one year term (the "Extension Terms") at the rates provided in CONTRACTOR'S proposal by providing CONTRACTOR with written notice thirty (30) days prior to the termination date of the Initial Term on the COUNTY's election to exercise the option.
2. The COUNTY agrees to compensate the CONTRACTOR for the term of the Contract

an amount not to exceed \$ 124,200.00 for costs of budgetary items described and included within the CONTRACTOR'S Proposal. Reimbursements will be disbursed on a monthly basis at the rate and monthly maximum amount as set forth in Paragraph H.2 for the service agreed upon for the duration of the Contract term.

3. Subject to availability and other applicable conditions, the COUNTY agrees to provide funding throughout the term of this Contract.
4. The CONTRACTOR, its agents, and employees are independent contractors and are not the employees of the COUNTY.
5. CONTRACTOR is encouraged to provide its clients with the opportunity to make financial donations. All donations not limited in use by the donor must be used to provide additional services, as opposed to supporting other expenses. Donations must be reported to Genesee County on the monthly invoice form.
  - a. If donations are to be allowed, CONTRACTOR must offer this voluntary opportunity to the client in a manner that allows for the donation, or lack thereof, to remain confidential. No one shall be denied service for failing to make a donation.
  - b. CONTRACTOR must develop a written procedure for the handling of donations. This procedure must include at a minimum: daily counting and recording of donations by two individuals; method of deposit into a financial institution; monthly reconciliation of deposit records and collection records by a third party who was not involved in counting or depositing the donations.
6. That the COUNTY may, at reasonable times and without notice, visit and inspect the CONTRACTOR'S facilities and discuss or survey the CONTRACTOR'S activities with designated staff.
7. That the COUNTY, or any other representatives designated by the COUNTY, has the right to examine, upon reasonable notice, all records, books and papers related to the performance of activities which are the subject of this Contract.
8. The contract administrator for this Contract is Lynn M. Radzilowski, Senior Services Director, GCOSS, or her designee (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.

#### **D. CONTRACT ATTACHMENTS**

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

- Attachment A: RFP # 16-081 and Addenda
- Attachment B: CONTRACTOR'S Response to RFP # 16-081
- Attachment C: Business Associate Agreement

- Attachment D: Reporting Forms (Monthly Invoice Form & Monthly New Client Address Form)
- Attachment E: Sample Client Satisfaction Survey (CONTRACTOR may use its own form that provides this type of information)
- Attachment F: MIOSHA Part 554 Standards and Regulations
- Attachment G: Approved Budget FY 2017 - 2018
- Attachment H: Genesee County Travel Regulations

## **E. AMENDMENTS**

1. Any changes to this Contract will be valid only if made in writing and acknowledged by all parties to this Contract.
2. This Contract, including attachments, may be amended by mutual written consent of the CONTRACTOR and the COUNTY. When submitting a proposed contract or budget amendment, the CONTRACTOR must also revise or amend its related output measures whenever the amendment results in a significant change of program scope, or as specifically required by the COUNTY, and submit copies of the revised sheets and summary description of the changes.
3. In the event that circumstances occur that are not reasonably foreseeable or are beyond the CONTRACTOR'S control which reduce or otherwise interfere with the CONTRACTOR'S ability to provide or maintain specified services or operational procedures, immediate written notification must be provided to the COUNTY and, where feasible, an amendment to this Contract negotiated.
4. Any change proposed by the CONTRACTOR which would affect the funding of any activity support in whole or in part by funds provided under this Contract must be submitted in writing to the COUNTY immediately upon determining the need for such change. The proposed change may be implemented upon receipt of written notification from the COUNTY.
5. Within thirty days after receipt of the proposed change, the COUNTY shall advise the CONTRACTOR in writing of its determination. Subsequently, the COUNTY will initiate any necessary formal amendment to the Contract for execution by the parties to the Contract.
6. Any changes proposed by the COUNTY must be agreed to in writing by the CONTRACTOR within thirty days of receipt. Upon such written agreement, the COUNTY shall initiate any necessary formal amendment as above.
7. The Contract Administrator is authorized to effect minor modifications of the work plan that do not require monetary adjustments in excess of \$ 5,000.00 without further consultation with the Genesee County Board of Commissioners.
8. The CONTRACTOR may submit a maximum of one budget amendment per quarter. All budget adjustments must be approved by the Office of Senior Services, and the Board of Commissioners, when required.



## **F. TERMINATION**

This Contract is in full force and effect for the period specified in Section C.1 of this contract, subject to the following conditions:

1. This Contract may be terminated by either party for any reason by giving ninety days written notice to the other party stating the effective date of termination.
2. This Contract may be terminated by the COUNTY upon thirty days written notice to the CONTRACTOR due to convenience or diminution of funds.
3. This Contract may be terminated by the COUNTY upon seven days written notice should the CONTRACTOR be found to have failed to perform its services in a manner satisfactory to the COUNTY as per contract requirements. COUNTY will provide CONTRACTOR notice and a reasonable opportunity to cure service performance deemed to be non-satisfactory. However, the COUNTY shall be the sole judge of what constitutes a reasonable opportunity and non-satisfactory performance.
4. This Contract may be terminated immediately without further liability to the COUNTY if the CONTRACTOR, or an official of the CONTRACTOR, is found guilty of any activity referenced in Section I. Assurances, of this Contract.
5. In the event the COUNTY determines not to proceed further with this Contract during its term, the CONTRACTOR may retain all sums paid by the COUNTY for approved expenses incurred and for satisfactory work actually performed at the above stated fee structure. In this event, COUNTY will be liable for satisfactory services performed prior to the COUNTY'S notification of its intent to terminate the Contract and, upon full payment, the other obligations of either party to this Contract shall terminate except for the non-disclosure of information and non-solicitation of personnel as stated herein. Notwithstanding the preceding, COUNTY retains the right to demand and obtain repayment of any funds paid to CONTRACTOR, including withholding as offset from amounts claimed due by CONTRACTOR that the COUNTY deems to have been paid in error, for services not authorized under the Contract, or for non-satisfactory services.

## **G. REPORTING REQUIREMENTS**

CONTRACTOR will provide the COUNTY with monthly reports using the formats provided in Attachment D and following the criteria as established and outlined in the RFP. CONTRACTOR will also provide on monthly basis a compilation, or copies, of Client Satisfaction Surveys providing information similar to that in the sample form found in Attachment E.

## **H. REIMBURSEMENT METHOD**

1. The COUNTY shall reimburse the CONTRACTOR for Services provided during the duration of this Contract only. CONTRACTOR shall not be reimbursed for Services provided prior to the commencement date of this Contract.



2. The COUNTY shall reimburse the CONTRACTOR on a monthly basis at a rate of \$200.00 per one ward per month for this Contract, with a maximum reimbursement total of \$10,350.00 per month. The purpose of the maximum reimbursement is to avoid CONTRACTOR expending all of its funds prior to the scheduled end date of the Contract. Reimbursements exceeding the recommended maximum figure may be permitted on a case by case basis as long as CONTRACTOR presents an explanation of need and a reasonable plan for providing continued service for the remainder of the Contract term.
3. The COUNTY shall reimburse the CONTRACTOR within thirty days of an approved invoice using the monthly invoice form and instructions found in Attachment D of this Contract. Prompt reimbursement shall be contingent upon full contractual compliance and submittal of requisite documentation on the approved invoice form. COUNTY may withhold reimbursement if it deems CONTRACTOR to have failed to have substantially complied with the Contract terms. Ineligible expenses, expenditures not consistent with the approved budget, expenditures for Services knowingly performed where no vendor slot is available, or expenditures exceeding the monthly maximum limit will not be reimbursed.
4. Properly documented requests for reimbursement submitted to the COUNTY by the 21<sup>st</sup> of each month will be processed and, if approved, disbursed by the 15<sup>th</sup> of the next month. Requests submitted later than the 21<sup>st</sup> of each month and incomplete requests (e.g. inadequate supporting documentation) will be processed in the following reimbursement cycle. At its sole discretion, the COUNTY will deem expenditures as either eligible or ineligible for each reimbursement or advance expenditure request. The COUNTY may, at its discretion and upon reasonable notice, require the CONTRACTOR to complete reports additional to those attached to this CONTRACT regarding the CONTRACTOR'S expenses and activities.

#### **I. ASSURANCES**

The CONTRACTOR covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is related to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination 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.

#### **J. CONFIDENTIALITY**

It is understood that work performed under this Program of Services will include access to proprietary documents and information. The CONTRACTOR agrees that confidential information about the COUNTY or its related entities will not be released, except as required by law, without the prior approval of the COUNTY. The COUNTY agrees that it will not release any of the CONTRACTOR'S materials provided or utilized during the Contract term without written permission. The CONTRACTOR and the COUNTY affirm the Business Associate Agreement included as Attachment C.

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

CONTRACTOR acknowledges that the COUNTY is a public body subject to the Michigan Freedom of Information Act. Records held by the COUNTY are public unless exempted. Notwithstanding the foregoing, confidential information collected and provided to the COUNTY by the CONTRACTOR as part of its reporting requirements shall be used solely for purposes of performing and evaluating the performance of this Contract and will not be retained.

#### **K. LIABILITY AND INDEMNIFICATION**

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the CONTRACTOR in the performance of the Contract shall be the responsibility of the CONTRACTOR and not the responsibility of the COUNTY if the liability, loss or damage is caused by, or arises out of, the action or failure to act on the part of the CONTRACTOR or any employee or agent of the CONTRACTOR. The CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY and its officers and employees from and against all claims, losses, damages, and expenses including but not limited to attorney's fees, arising out of or resulting from the CONTRACTOR'S performance of the Contract.

#### **L. APPLICABLE LAWS**

This is a Genesee County contract. This Contract shall be governed by the laws of the State of Michigan. Any dispute arising as a result of this Contract shall be resolved in the State of Michigan. The parties shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority that may have bearing on the performance of the Contract.

#### **M. GOOD FAITH EFFORTS TO RESOLVE DISPUTES; ATTORNEYS FEES**

If for any reason any portion of this Contract is in dispute, the parties will make their best efforts to resolve the dispute without resorting to litigation. Should litigation be required to resolve any dispute between the parties, the party not prevailing in the dispute will pay reasonable attorney's fees as part of any resolution of the dispute.

#### **N. INTEGRATION**

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

**O. WAIVER**

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

**P. SEVERABILITY**

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

**Q. SPECIAL CERTIFICATION STATEMENT**

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

**COUNTY OF GENESEE**

**FAMILY SERVICE AGENCY OF MID MICHIGAN**

\_\_\_\_\_  
By: MARK YOUNG, Chairperson  
Genesee County Board of Commissioners

\_\_\_\_\_  
By: CHARLES P. TOMMASULO,  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **ATTACHMENT A**

(This document, Request For Proposal # 16-081 and related Addenda, is on file at the Genesee County Office of Senior Services)

## **ATTACHMENT B**

(This document, Contractor's Response to the Request For Proposal # 16-081, is on file at the Genesee County Office of Senior Services)



## Attachment C

**Attachment C**  
**Business Associate Agreement**

**Recital of Defined Terms**

"Business Associate" shall mean **FAMILY SERVICE AGENCY OF MID-MICHIGAN** (otherwise referred to as **CONTRACTOR** in the main 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 or on behalf of the County.

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

**Whereas**, Business Associate will be performing various services for or on behalf of the County that may, or do in fact, 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 County, 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 clients of the Program of Services.

**Whereas**, Business Associate, in order to meet 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 County.

**Whereas**, Business Associate further agrees to 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 County 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 County to the extent the County 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 County in accordance with applicable law constitute a contract between the County 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 County or clients of the Program without the prior written consent or authorization of the County or of the program clients. 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 confidential and will be used or 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 County of any instances of breach of confidentiality of which such person is aware.
  - c. Business Associate agrees to provide to the County the mailing addresses of clients for mapping purposes only. County agrees to limit use of the provided mailing addresses to mapping and statistical analysis. County further agrees to destroy all copies, paper and electronic, of the mailing addresses provided once the mapping of said addresses is complete.
5. Business Associate shall ensure that its personnel, employees, affiliates, and agents maintain the confidentiality of client health information and business information of the County.
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 County.
  - 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 County as specified in the main contract, provided that such use or disclosure would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County.

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 County 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 County 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 County upon request.
10. Business Associate shall make available protected health information in accordance with applicable law.
11. Business Associate shall incorporate any amendments or corrections to protected health information when notified pursuant to applicable law.
12. Business Associate agrees to indemnify and hold harmless the County, 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 within the terms of this Agreement or 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.
13. Without limiting the rights and remedies of the County elsewhere set forth in this Agreement or available under applicable law, the County may terminate this Agreement without penalty or recourse to the County if the County determines that Business Associate has violated a material term of the provisions of this Agreement.
14. Business Associate agrees that this Agreement may be amended from time to time by the County 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.
15. 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.

## **Attachment D**



# MONTHLY INVOICE and REPORT FORM

Agency: Family Service Agency of Mid Michigan

Activity: Guardianship/Conservatorship

Contract Term: October 1, 2017 - September 30, 2018

Activity Period: \_\_\_\_\_

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

Agency's Authorizing Signature: \_\_\_\_\_

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

1. Total number of Genesee County residents aged 60 years and older ("clients") who were new wards during this month. [ ]
2. Cumulative number of clients served under this contract. [ ]
3. Total number of new appointments made by Probate Court under this contract, during this month. [ ]
4. Cumulative number of appointments made by Probate Court under this contract. [ ]
5. Total number of in-person visits to clients under this contract, during this month. [ ]
6. Cumulative number of in-person visits to clients under this contract. [ ]
7. Total number of limited guardianships/conservatorships sought by your firm for clients under this contract, during this month. [ ]
8. Total number of terminations of guardianships/conservatorships services under this contract, during this month. [ ]
9. Total number of calls requesting guardianship/conservatorship services that you were not able to help during this month. [ ]
10. Total number of agency staff and volunteer workers providing services under this contract. [ ]
11. List names & titles of staff who performed work under this contract during this month. Attach pertinent licensures, as applicable, if not submitted during a previous month. [ ]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. For each client included in item 1, email that person's address including street name, city or village, and zip code, [ ]
13. Backup documentation attached. [ ]
14. Indicate the amount of donations received for this program during this month. [ ]
15. Indicate the number of unduplicated Senior Millage clients FSA served with Guardianship/Conservatorship services during this month. [ ]

RATE PER UNIT (One Unit Equals One Ward)

\$ 200.00

Units of Service:

TOTAL REQUEST: [ ]

Fund: 202-

Account Number: \_\_\_\_\_

TOTAL PAYMENT: [ ]

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

Last month's fund balance: \_\_\_\_\_

Staff Review: \_\_\_\_\_

Minus Total Request from above: \_\_\_\_\_

Current fund balance: \_\_\_\_\_

Staff Reviewer's Initials: \_\_\_\_\_

Office of  
Senior  
Services  
Signature \_\_\_\_\_

Office of Senior Services Department Authority

# MONTHLY INVOICE and REPORT FORM

## DEFINITIONS & INSTRUCTIONS

<b>Activity Period</b>	<p>An activity period is defined as one calendar month, beginning on the first date and ending on the last date of the calendar month.</p> <p>Example: October 1, 2011 to October 31, 2011</p>
<b>New Client</b>	<p>A new client is one Genesee County resident, aged 60 years and older, who has not ever received services under this contract prior to the start of the reporting activity period.</p>
<b>Cumulative</b>	<p>For the purposes of reporting on this contract, cumulative refers to the number of clients, or volunteers, or assessments, or reassessments, or referrals counted from October 1, 2011 to the end of the reporting activity period.</p>
<b>Total number of new clients or volunteers</b>	<p>The total number of new clients or volunteers as a whole may differ from the total number of new clients receiving more complete levels of services.</p> <p>Example 1: New client "A" was assessed and referred to your agency during the activity period, a care plan meeting is scheduled with the family, and care services will not begin until the next activity period. Client "A" is counted under Number 1. for the reporting activity period.</p> <p>Example 2: New Client "B" was assessed and referred to your agency during the activity period, a care plan was developed, and Attendant Level Services were performed during the reporting activity period. Client "B" is counted under Number 2. for the reported activity period.</p> <p>Example 3: New Client "C" was assessed and referred to your agency during the activity period, a care plan was developed, and Basic Level Services were performed during the reporting activity period. Client "C" is counted under Number 3. for the reported activity period.</p>
<b>Discharged</b>	<p>For the purposes of reporting on this contract, a client or volunteer may be considered to be discharged when services are no longer needed, requested, or otherwise not provided by your organization under this contract.</p>

Prompt reimbursement by the County for services is contingent upon full contractual compliance. Monthly invoice and report forms must be complete and must include attached information as indicated by a checkmark in the form. Incomplete forms will not be considered for approval until completed by Contractor. Based upon the costs of budgetary items described and included within the Contractor's Proposal and any amended budget submitted in preparation for this Amendment to Contract, supportive documentation is required to be submitted with any monthly reimbursement request for expense verification.

The following list is provided for the Contractor's use as an example of supportive / backup documentation, but is not intended to be all inclusive. Copies of check ledgers and/or actual receipts indicating expenditure date and definitive purpose of each expenditure are also considered examples of supportive documentation.

## MONTHLY INVOICE and REPORT FORM

### Labor Costs:

Staff Time Sheets  
Copies of Payroll/Checks

### Cost of Supplies and Materials:

Copies of uniforms purchase receipts  
Copies of Postage Receipts  
Copies of Newsletters/Publications

### Direct and Indirect Costs, General and Administrative Burden or Overhead:

Copies of site rental payment receipts  
Copies of telephone bills  
Copies of paid invoices for fringe benefits

### Transportation Costs, if included in budget:

Copies of travel reimbursement payments  
Copies of mass transit bus pass purchases

## HOURS / UNITS CONVERSION TABLE

The standard unit of service provision for this contract is one hour. It is expected, however, that services will routinely provided that do not require a full hour to perform. The County utilizes a 1/10 of an hour system which breaks down the hour into six minute increments. When preparing the invoice for reimbursement, please use the following chart when determining partial units of service.

Hourly / Unit Conversion Table

Minutes	=	Tenths	
1 through 6	=	0.1	(greater than 0 less than or equal to 6)
7 through 12	=	0.2	(7 to less than or equal to 12)
13 through 18	=	0.3	(13 to less than or equal to 18)
19 through 24	=	0.4	(19 to less than or equal to 24)
25 through 30	=	0.5	(25 to less than or equal to 30)
31 through 36	=	0.6	(31 to less than or equal to 36)
37 through 42	=	0.7	(37 to less than or equal to 42)
43 through 48	=	0.8	(43 to less than or equal to 48)
49 through 54	=	0.9	(49 to less than or equal to 54)
55 through 60	=	1.0 (whole hour)	(55 to less than or equal to 60)

### Example:

Client A is provided service taking 2 hours and 45 minutes.  
Client B is provided service taking 17 minutes.  
Client C is provided service taking 7 minutes.

Client A can be billed for 2.8 units  
Client B can be billed for .3 units  
Client C can be billed for .2 units

Total Units of Service for reimbursement request is:

3.3 units



## MICHIGAN OFFICE OF SERVICES TO THE AGING

### Operating Standards For Service Programs

b. Functional Status

- (1) Vision
- (2) Hearing
- (3) Speech
- (4) Oral status (condition of teeth, gums, mouth and tongue)
- (5) Prostheses
- (6) Limitations in activities of daily living
- (7) Eating patterns (diet history), special dietary needs, source of all meals, and nutrition risk
- (8) History of chronic and acute illnesses
- (9) Prescriptions, medications and other physician orders

c. Support Resources

- (1) Physician's name, address and phone number (for all physicians)
- (2) Pharmacist's name, address and phone number (for all pharmacies utilized)
- (3) Services currently receiving or received in past (including identification of those funded through Medicaid)
- (4) Extent of family and/or informal support network
- (5) Hospitalization history
- (6) Medical/health insurance available
- (7) Clergy name, address and phone number, if applicable

d. Client Satisfaction (at reassessment)

- (1) Client's satisfaction with services received
- (2) Client's satisfaction with program staff performance
- (3) Consistency of services provided

3. Service Plan

Each in-home service program must establish a written service plan for each client, based on the assessment of need, within 14 calendar days of the date the assessment was completed. The service plan must be developed in cooperation with the client, client's guardian or designated representative, as appropriate. The service plan must contain at a minimum:

- a. A statement of the client's problems, needs, strengths and resources.
- b. Statement of the goals and objectives for meeting identified needs.
- c. Description of methods and/or approaches to be used in addressing needs.
- d. Identification of services and the frequency which they are to be provided.
- e. Treatment orders of qualified health professionals, when applicable.
- f. Documentation of referrals and follow-up actions.



## MICHIGAN OFFICE OF SERVICES TO THE AGING

### Operating Standards For Service Programs

To avoid duplication, in-home service programs may accept the service plan developed by a referring case coordination and support, care management, home and community based Medicaid program, other aging network home care programs, and Medicare certified home health providers.

When the service plan is not developed by a registered nurse (R.N.), in-home service programs must have access to, an R.N. for assistance in developing service plans, as appropriate. Service plans must be evaluated at each client reassessment.

#### 4. In-home Supervision

Program supervisors must be available to program staff, via telephone, at all times they are in a client's home.

Each in-home service program, except for home delivered meals, must conduct one in-home supervisory visit for each program staff member, with a program client present, each fiscal year. A registered nurse must be available to conduct in-home supervisory visits, when indicated by client circumstances. Additional in-home supervisory visits should be conducted as necessary. The program shall maintain documentation of each in-home supervisory visit.

#### 5. Client Records

Each in-home service program must maintain comprehensive and complete client records which contain at a minimum:

- a. Details of referral to program.
- b. Assessment of individual need or copy of assessment (and reassessment) from referring program.
- c. Service plan (with notation of any revisions).
- d. Programs (except home delivered meals) with multiple sources of funding must specifically identify clients served with funds from OSA; records must contain a listing of all contacts (dates) paid for with funds from OSA, with clients and the extent of services provided (units per client).
- e. Notes in response to client, family, and agency contacts (including notation of all referrals made).
- f. Record of release of any personal information about the client or copy of signed release of information form.
- g. Service start and stop dates.
- h. Service termination documentation, if applicable.
- i. Signatures and dates on client documents, as appropriate.

All client records (paper and electronic) must be kept confidential in controlled access files.

#### 6. In-Service Training

Staff and volunteers of each in-home service program shall receive in-service training at least twice each fiscal year which is specifically designed to increase knowledge and understanding of the program, the aging process, and to improve skills at tasks performed in the provision of service. Issues addressed under the aging process may include, though are not limited to, cultural diversity,





## **MICHIGAN OFFICE OF SERVICES TO THE AGING**

### **Operating Standards For Service Programs**

dementia, cognitive impairment, mental illness, abuse and exploitation. Records shall be maintained which identify the dates of training, topics covered and persons attending.



## MICHIGAN OFFICE OF SERVICES TO THE AGING

### Operating Standards For Service Programs

#### In-Home Services

<b>SERVICE NAME</b>	Home Delivered Meals (HDM)
<b>SERVICE NUMBER</b>	B-5
<b>SERVICE CATEGORY</b>	In-Home
<b>SERVICE DEFINITION</b>	The provision of nutritious meals to homebound older persons.
<b>UNIT OF SERVICE</b>	One meal served to an eligible participant.

#### Minimum Standards

1. Each program shall have a written policy/procedure that covers integrating person-centered planning into the home-delivered meals program. This may include, but is not limited to:
  - a. Allowing HDM clients to attend congregate meals sites when they have transportation and/or help to the site; and,
  - b. Providing diet modifications, as requested by the client, when nutrition provider is able to do so while following Older Americans Act guidelines.
2. Each program shall have written eligibility criteria which places emphasis on serving older persons in greatest need and includes, at a minimum:
  - a. That to be eligible a person must be 60 years of age or older, or if indicated in the HDM assessment, that it is in the best interest of the eligible person, the following persons may also receive a meal:
    - The spouse or partner of an HDM-eligible person, regardless of age.
    - The unpaid caregiver of an HDM-eligible person, including a family member under the age of 60 who provides full-time care for an eligible person.
    - An individual living with a disability who resides in a non-institutional household with a person who is eligible to receive home-delivered meals.
  - b. That to be eligible a person must be homebound; i.e., normally is unable to leave the home unassisted, and for whom leaving home takes considerable and taxing effort. A person may leave home for medical treatment or short, infrequent absences for non-medical reasons, such as a trip to the barber or to attend religious services.
  - c. That to be eligible a person must be unable to participate in the congregate nutrition program because of physical or emotional difficulties.
  - d. A person may also be eligible if they are unable to obtain food or prepare meals for themselves because of:
    - A disabling condition, such as limited physical mobility, cognitive or psychological impairment, sight impairment, or
    - Lack of knowledge or skill to select and prepare nourishing and well-balanced meals, or



## MICHIGAN OFFICE OF SERVICES TO THE AGING

### Operating Standards For Service Programs

- Lack of means to obtain or prepare nourishing meals, or
  - Lack of incentive to prepare and eat a meal alone, or
  - Lack of an informal support system: has no family, friends, neighbors or others who are both willing and able to perform the service(s) needed, or the informal support system needs to be supplemented.
- e. That the person's special dietary needs can be appropriately met by the program, as defined by the most current version of the US Department of Agriculture "Dietary Guidelines for Healthy Americans."
- f. That to be eligible a person must be able to feed himself/herself.
- g. That to be eligible a person must agree to be home when meals are delivered and to contact the program when absence is unavoidable.

At the provider's discretion, persons not otherwise eligible may be provided meals if they pay the full cost of the meal. The full cost of the meal includes raw food, preparation costs, and any administrative and/or supportive services costs. Documentation that full payment has been made shall be maintained. Eligibility criteria shall be distributed to all potential referring agencies or organizations and be available to the general public upon request.

3. Each program shall conduct an assessment of need for each participant within 14 days of initiating service. At a minimum, each participant shall receive two assessments per year, a yearly assessment and a six-month re-assessment. The initial assessment and yearly assessment must be conducted in-person. The six-month re-assessment may be either in-person or a telephone assessment.

A telephone re-assessment may be used if the participant meets the following criteria: 1) is able to complete a telephone assessment by themselves, or with the assistance of a family member, caregiver or friend; 2) has no significant HDM delivery issues; and, 3) the HDM driver, delivery person, and family and/or caregivers have no significant concerns for the participant's well-being. The nutrition provider may deem a participant not eligible for the telephone re-assessment at any time during their participation in the program. In-person assessments will then replace the telephone re-assessment.

The program should avoid duplicating assessments of individual participants to the extent possible. HDM programs may accept assessments and re-assessments of the participant conducted by case coordination and support programs, care management programs, other in-home service providers, home and community based Medicaid programs, other aging network home-care programs, and Medicare certified home health providers. Participants with multiple needs should be referred to case management programs as may be appropriate.

If the HDM program is the only program the participant will be currently enrolled in, the assessment and re-assessments must, at a minimum, include:



## MICHIGAN OFFICE OF SERVICES TO THE AGING

### Operating Standards For Service Programs

- a. Basic Information
  1. Individual's name, address and phone number
  2. Source of referral
  3. Name and phone number of emergency contact
  4. Name and phone numbers of caregivers
  5. Gender
  6. Age, date of birth
  7. Living arrangements
  8. Whether or not the individual's income is below the poverty level and/or sources of income (particularly Supplemental Security Income).
- b. Functional Status
  1. Vision
  2. Hearing
  3. Speech
  4. Changes in oral health
  5. Prostheses
  6. Current chronic illnesses or recent (within past 6 months) hospitalizations.
- a. Support Resources
  1. Services currently receiving
  2. Extent of family and/or informal support network.
- b. Participant Satisfaction (re-assessment only)
  1. Participant's satisfaction with services received
  2. Participant's satisfaction with program staff performance.
4. Each home delivered meal program shall demonstrate cooperation with other meal programs and providers and other community resources.
5. Each program may provide up to three meals per day to an eligible client based on need as determined by the assessment. Providers are expected to set the level of meal service for an individual with consideration given to the availability of support from family and friends and changes in the participant's status or condition. This process must include person-centered planning, which may include allowing the client to attend congregate meals when they have transportation and/or assistance to attend. It may also include meal choices such as vegetarian, as long as they meet the Michigan Office of Services to the Aging Meal Planning Guidelines.
6. Each home delivered meals provider shall have the capacity to provide three meals per day, which together meet the Dietary Reference Intakes as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences. Meals shall be available at least five days per week.
7. Nutrition providers may also make liquid meals available to program participants when ordered by a physician. The regional dietitian must approve all liquid meals products to





## MICHIGAN OFFICE OF SERVICES TO THE AGING

### Operating Standards For Service Programs

be used by the program. The program shall provide instruction to the participant, and/or the participant's caregiver and participant's family in the proper care and handling of liquid meals. When liquid meals are used to supplement a participant's diet, the physician's order must be renewed every six months.

When liquid meals are the participant's sole source of nutrition, the following requirements must also be met:

- a. Diet orders shall include client weight and be explicit as to required nutritional content;
  - b. Diet orders must be renewed, by a physician, every three months; and,
  - c. The care plan for participants receiving liquid meals shall be developed in consultation with the participant's physician.
8. The program shall verify and maintain records that indicate each client can provide safe conditions for the storage, thawing, and reheating of frozen foods. Frozen foods should be kept frozen until such time as it is to be thawed for use. Frozen food storage should be maintained at 0 degrees Fahrenheit. Each nutrition provider shall develop a system by which to verify and maintain these records.
  9. Each program shall develop and have available written plans for continuing services in emergency situations such as short term natural disasters (e.g., snow and/or ice storms), loss of power, physical plant malfunctions, etc. Staff and volunteers shall be trained on procedures to be followed in the event of severe weather or natural disasters and the county emergency plan.
  10. Each program must complete a prioritizing pre-screen for each individual placed on a waiting list for home delivered meals.
  11. Each program must be able to document their criteria for prioritizing individuals being placed on a waiting list.



EXHIBIT 2

Forms to be used by the Contractor for VAAA filings

NAPIS

GCCARD Senior Food Nutrition Plan

[GCCARD] Customer Characteristics Form

Monthly Report

## Attachment I

## GENESEE COUNTY TRAVEL REGULATIONS

### 1. General

**APPLIES TO:** These regulations shall govern all County Officials, personnel employed by the County of Genesee, and any other person who submits a voucher to the County for reimbursement of travel expenses.

### 2. Overnight Travel – Must be Approved by the Genesee County Board of Commissioners in Advance

Overnight travel is defined as: staying away from an individual's home for one or more nights, whether in or out of the state or country. When in-state travel is within reasonable commuting distance and time, and is less expensive in total, then an individual will commute.

#### (1) Transportation

- (a) The expense of traveling by public carrier (rail, airplane or boat) will be allowed on the basis of actual cost. All travelers are expected to travel by the most economical mode of transportation.
- (b) Personnel traveling by airline shall depart from Bishop International Airport if the cost of the airline passenger ticket is no greater than the cost of a similar airline passenger ticket for departure from an alternative airport (the expenses involved in travel to and from such alternative airport, together with any expense of parking a motor vehicle involved in such travel, are to be considered as part of such cost), unless use of Bishop International Airport would involve significant scheduling difficulty.
- (c) When more than one person is attending an overnight or one day authorized conference, seminar or out-of-town meeting, arrangements will be made so that transportation to and from the conference will be shared by those individuals attending.

#### (2) Lodging, Meals, Other Expenses

- (a) The County will pay a maximum base room rate of \$199. If a traveler wishes to acquire preferred lodging at a higher cost than the \$199 base room rate, then the traveler is responsible for the payment of the monetary difference between cost of the lodging and the above rate.
- (b) Whenever meals are served on plane flights which are two or more hours or whenever meals are included in registration fees in which the traveler does not have a valid excuse for not attending, then the traveler shall not be entitled to any meal allowance for those particular meals. This deduction will be computed at the rate of \$6.00 for breakfast, \$9.00 for lunch, and \$15.00 for dinner.
- (c) The maximum daily meal allowances for official travel in-state and out-of-state shall be a maximum of \$30.00 per day. The traveler will not be reimbursed for non-County travelers (spouse, members of a family, friends, etc.).
- (d) The maximum daily tips for meals allowable will be 15 percent of actual meal cost.

### 3. One Day Conferences, Seminars, Workshops, Meetings and Other Travel In or Out of Genesee County

- (1) *Conferences, Seminars and Workshops.* The County will not pay for any meals unless included as part of the registration fee. Each employee will be responsible for their own meals regardless of departure and arrival times.
- (2) *Meetings.* Meals served during, before, or after a business meeting will not be reimbursable except with prior approval.
- (3) *Other Travel.* Meals acquired during normal work related travel will not be reimbursed by the County.

### 4. Individual Car Mileage

The mileage rate for the use of a privately owned automobile on business shall be the rate established by the Internal Revenue Service.

## **ATTACHMENT J**

AGREEMENT  
between  
ALTERNATIVE ELDERLY CARE  
and  
ALZHEIMER'S ASSOCIATION - GREATER MICHIGAN

DRAFT

Independent Contractor: Alternative Elderly Care

Address: 501 W. Flint Street, Suite A, Davison, MI 48423

Phone: 810-691-9749

Social Security Number/EIN: 74-3045420

**Work to be Performed:**

Alternative Elderly Care agrees to provide in-home chore services and limited personal care services to individuals enrolled in the Intensive Case Management (ICM) program at a rate of \$19.50 per hour. This hourly rate includes cleaning supplies. Additional supplies that may be deemed necessary will be reviewed and approved on a case by case basis and will be at the expense of the Alzheimer's Association (prior approval is required in advance of purchase). Alternative Elderly Care will also agree to employ only staff in these positions that have received dementia care training from the Alzheimer's Association and ensure that each of their employees working in the ICM program have a satisfactory criminal background check. Alternative Elderly Care also agrees that they will maintain liability insurance that is commensurate with the services being provided and will comply with all additional contract requirements and restrictions of the prime contract between the Alzheimer's Association and the Genesee County Office of Senior Services (See attached copy of contract).

Miscellaneous Requirements (please note any licensure or insurance required in addition to any other requirements and attach documentation when necessary):

Liability insurance documentation

Starting Date: 10/01/2017

Ending Date: 09/30/2018

The Alzheimer's Association Greater Michigan Chapter agrees to compensate the Independent Contractor as follows:

Total payments under this contract cannot exceed \$19,500.00. *The contractor will be reimbursed based upon submission of an invoice listing work performed, dates, and amount due.*

Independent Contractor:

Alzheimer's Association of Greater Michigan:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
President/CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

*\*This contract can be terminated by either party with 30 days notice in writing.*



SAMPLE  
CLIENT SATISFACTION SURVEY

1. Did our staff treat you with dignity and respect?
2. Were your questions answered to your satisfaction?
3. Were you referred to other agencies for any services?
4. Were you satisfied with services offered by our firm?
5. Is there anything that you still need help with?
6. Would you recommend us to a friend?
7. Did we respond to your needs quickly?
8. Was our staff professional?
9. Was our staff available to you at all times during the day?
10. If there were mistakes, were they corrected to your satisfaction?

Attachment F



DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
DIRECTOR'S OFFICE  
OCCUPATIONAL HEALTH STANDARDS

Filed with the Secretary of State on June 30, 1993 (as amended November 14, 1996)  
(as amended June 28, 2001) (as amended October 28, 2014)

These rules become effective immediately upon filing with the Secretary of State  
unless adopted under section 33, 44, or 45a(6) of 1969 PA 306.

Rules adopted under these sections become effective 7 days after filing with the Secretary of State.

(By authority conferred on the director of the department of licensing and regulatory affairs  
by sections 14 and 24 of 1974 PA 154, MCL 408.1014 and 408.1024,  
and Executive Reorganization Order Nos. 1996-1 and 1996-2, 2003-1, 2008-4,  
and 2011-4, MCL 330.3101, 445.2001, 445.2011, 445.2025 and 445.2030)

R 325.70002, R 325.70003, R 325.70004, R 325.70007, R 325.70008, R 325.70009, R 325.70011, R 325.70013,  
R 325.70014, R 325.70015, R 325.70016 and R 325.70017 of the Michigan Administrative code are amended,  
and R 325.70001a is added, and R 325.70017 and R 325.70018 of the Code are rescinded as follows:

**PART 554. BLOODBORNE INFECTIOUS DISEASES**

Table of Contents:

R 325.70001 Scope.....	1	R 325.70012 HIV and HBV research laboratories and production facilities.....	7
R 325.70001a Referenced standards.....	1	R 325.70013 Vaccinations and postexposure follow-up.....	8
R 325.70002 Definitions.....	1	R 325.70014 Communication of hazards to employees.....	9
R 325.70003 Exposure determination.....	3	R 325.70015 Recordkeeping.....	10
R 325.70004 Exposure control plan.....	3	R 325.70016 Information and training.....	11
R 325.70005 Universal precautions.....	4	Appendix A - Information sheet.....	12
R 325.70006 Engineering controls.....	4	Appendix B - Sample waiver statement when an employee declines the hepatitis b vaccination....	14
R 325.70007 Work practices.....	4		
R 325.70008 Protective work clothing and equipment.....	5		
R 325.70009 Housekeeping.....	5		
R 325.70010 Regulated waste disposal.....	6		
R 325.70011 Laundry.....	6		

**R 325.70001 Scope.**

**Rule 1.** These rules apply to all employers that have employees with occupational exposure to blood and other potentially infectious material.

**R 325.70001a Referenced standards.**

**Rule 1a.** (1) The following Michigan occupational safety and health standards are referenced in these rules. Up to 5 copies of these standards may be obtained at no charge from the Michigan Department of Licensing and Regulatory Affairs, MIOSHA Regulatory Services Section, 7150 Harris Drive, P.O. Box 30643, Lansing, Michigan 48909-8143, or via the internet at website:

[www.michigan.gov/mioshastandards](http://www.michigan.gov/mioshastandards). For quantities greater than 5, the cost, at the time of adoption of these rules, is 4 cents per page.

(a) Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," R 325.3451 to R 325.3476.

(b) MIOSHA Standard Part 11, "Recording and Reporting of Occupational Injuries and Illnesses," R 408.22101 to R 408.22162.

(2) The appendices to these rules are informational only and are not intended to create any additional obligations or requirements not otherwise imposed by these rules or to detract from any established obligations or requirements.

**R 325.70002 Definitions.**

**Rule 2.** As used in these rules:

(a) "Act" means Michigan occupational safety and health act (MIOSHA), 1974 PA 154, MCL 408.1001 to 408.1094.

(b) "Biologically hazardous conditions" means equipment, containers, rooms, materials, experimental animals, animals infected with HBV or HIV virus, or combinations thereof that contain, or are contaminated with, blood or other potentially infectious material.

(c) "Blood" means human blood, human blood components, and products made from human blood.

(d) "Bloodborne pathogens" means pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

(e) "Clinical laboratory" means a workplace where diagnostic or other screening procedures are performed on blood or other potentially infectious material.

(f) "Contaminated" means the presence or the reasonably anticipated presence of blood or other potentially infectious material on an item or surface.

(g) "Contaminated laundry" means laundry that has been soiled with blood or other potentially infectious materials or that may contain sharps.

(h) "Contaminated sharps" means any contaminated object that can penetrate the skin, including any of the following:

- (i) Needles.
- (ii) Scalpels.
- (iii) Broken glass.
- (iv) Broken capillary tubes.
- (v) Exposed ends of dental wires.

(i) "Decontamination" means the use of physical or chemical means to remove, inactivate, or destroy bloodborne pathogens on a surface or item to the point where they are no longer capable of transmitting infectious particles and the surface or item is rendered safe for handling, use, or disposal.

(j) "Department" means the department of licensing and regulatory affairs.

(k) "Director" means the director of the department or his or her designee.

(l) "Disinfect" means to inactivate virtually all recognized pathogenic microorganisms, but not necessarily all microbial forms, on inanimate objects.

(m) "Engineering controls" means controls, for example, sharps disposal containers, self-sheathing needles, or safer medical devices, such as sharps with engineered sharps injury protections and needleless systems, that isolate or remove the bloodborne pathogen hazard from the workplace.

(n) "Exposure" means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties. "Exposure" does not include incidental exposures that may take place on the job, that are neither reasonably nor routinely expected, and that the worker is not required to incur in the normal course of employment.

(o) "Exposure incident" means a specific eye, mouth, other mucous membrane, nonintact skin, or parenteral contact with blood or other potentially infectious material that results from the performance of an employee's duties.

(p) "Handwashing facilities" means facilities that provide an adequate supply of running, potable water, soap, and single-use towels or an air drying machine.

(q) "Licensed health care professional" means a person whose legally permitted scope of practice allows him or her to independently perform the activities required by R 325.70013 concerning hepatitis B vaccination and post-exposure evaluation and follow-up.

(r) "Needleless systems" means a device that does not use needles for any of the following:

(i) The collection of bodily fluids or withdrawal of body fluids after initial venous or arterial access is established.

(ii) The administration of medication or fluids.

(iii) Any other procedure involving the potential for occupational exposure to bloodborne pathogens due to percutaneous injuries from contaminated sharps.

(s) "Other potentially infectious material" means any of the following:

(i) Any of the following human body fluids:

- (A) Semen.
- (B) Vaginal secretions.
- (C) Amniotic fluid.
- (D) Cerebrospinal fluid.
- (E) Peritoneal fluid.
- (F) Pleural fluid.
- (G) Pericardial fluid.
- (H) Synovial fluid.
- (I) Saliva in dental procedures.
- (J) Any body fluid that is visibly contaminated with blood.

(K) All body fluids in situations where it is difficult or impossible to differentiate between body fluids.

(ii) Any unfixed tissue or organ, other than intact skin, from a living or dead human.

(iii) Cell or tissue cultures that contain HIV, organ cultures, and culture medium or other solutions that contain HIV or HBV; and blood, organs, or other tissues from experimental animals infected with HIV or HBV.

(t) "Parenteral" means exposure occurring as a result of piercing mucous membrane or the skin barrier, such as exposure through subcutaneous, intramuscular, intravenous, or arterial routes resulting from needlesticks, human bites, cuts, and abrasions.

(u) "Personal protective equipment" or "PPE" means specialized clothing or equipment that is worn by an employee to protect him or her from a hazard. General work clothes, such as uniforms, pants, shirts, or blouses, that are not intended to function as protection against a hazard are not considered to be personal protective equipment.

(v) "Production facility" means a facility that is engaged in the industrial-scale, large-volume production of HIV or HBV or in the high-concentration production of HIV or HBV.

(w) "Regulated waste" means any of the following:

(i) Liquid or semiliquid blood or other potentially infectious material.

(ii) Contaminated items that would release blood or other potentially infectious material in a liquid or semiliquid state if compressed.

(iii) Items that are caked with dried blood or other potentially infectious material and that are capable of releasing these materials during handling.

(iv) Contaminated sharps.

(v) Pathological and microbiological waste that contains blood and other potentially infectious material.

(x) "Research laboratory" means a laboratory that produces or uses research laboratory-scale amounts of HIV or HBV. A research laboratory may produce high concentrations of HIV or HBV, but not in the volume found in a production facility.

(y) "Sharps with engineered sharps injury protections" means a nonneedle sharp or a needle device that is used for withdrawing body fluids, accessing a vein or artery, or administering medications or other fluids, and that has a built-in safety feature or mechanism that effectively reduces the risk of an exposure incident.

(z) "Source individual" means any living or dead individual whose blood or other potentially infectious material may be a source of occupational exposure to an employee. Examples of a source individual include all of the following:

(i) A patient of a hospital or clinic.

(ii) A client of an institution for the developmentally disabled.

(iii) A victim of trauma.

(iv) A client of a drug or alcohol treatment facility.

(v) A resident of a hospice or nursing home.

(vi) Human remains.

(vii) An individual who donates or sells his or her blood or blood components.

(aa) "Standard operating procedures (SOPs)" means any of the following that address the performance of work activities so as to reduce the risk of exposure to blood and other potentially infectious material:

(i) Written policies.

(ii) Written procedures.

(iii) Written directives.

(iv) Written standards of practice.

(v) Written protocols.

(vi) Written systems of practice.

(vii) Elements of an infection control program.

(bb) "Sterilize" means the use of a physical or chemical procedure to destroy all microbial life, including highly resistant bacterial endospores.

(cc) "Universal precautions" means a method of infection control that treats all human blood and other potentially infectious material as capable of transmitting HIV, HBV, and other bloodborne pathogens.

(dd) "Work practices" means controls that reduce the likelihood of exposure to bloodborne pathogens by altering the manner in which a task is performed.

### **R 325.70003 Exposure determination.**

**Rule 3.** (1) An employer shall evaluate routine and reasonably anticipated tasks and procedures to determine whether there is actual or reasonably anticipated employee exposure to blood or other potentially infectious material. Based on this evaluation, an employer shall categorize all employees into category A or B as follows:

(a) Category A consists of occupations that require procedures or other occupation-related tasks that involve exposure or reasonably anticipated exposure to blood or other potentially infectious material or that involve a likelihood for spills or splashes of blood or other potentially infectious material. This includes procedures or tasks conducted in nonroutine situations as a condition of employment.

(b) Category B consists of occupations that do not require tasks that involve exposure to blood or other potentially infectious material on a routine or nonroutine basis as a condition of employment. Employees in occupations in this category do not perform or assist in emergency medical care or first aid and are not reasonably anticipated to be exposed in any other way.

(2) An exposure determination shall be made without regard to the use of personal protective clothing and equipment.

(3) An employer shall maintain a list of all job classifications that are determined to be category A.

### **R 325.70004 Exposure control plan.**

**Rule 4.** (a) If an employee is determined to be in category A, then an employer shall establish a written exposure control plan to minimize or eliminate employee exposure.

(b) An exposure control plan shall contain all of the following information:

(i) The exposure determination required by R 325.70003(1).

(ii) The schedule and method of implementation for each applicable rule.

(iii) The contents or a summary of the training program required by R 325.70016.

(iv) The procedures for the evaluation of circumstances surrounding exposure incidents as required by R 325.70013(5).

(v) Task-specific standard operating procedures (SOPs) that address all of the following areas:

(A) Employee recognition of reasonably anticipated exposure to blood and other potentially infectious material.

(B) Appropriate selection, use, maintenance, and disposal of personal protective equipment.



(C) Contingency plans for foreseeable circumstances that prevent following the recommended SOPs.

(c) General employer policies or task-specific SOPs shall address the management of inadvertent exposures such as needlesticks or mucus membrane exposures.

(d) The exposure control plan shall be reviewed at least annually and updated as necessary. A review shall consider changes in employees' tasks and procedures and the latest information from the centers for disease control or the department. See appendix A for addresses of these agencies. The review and update of the exposure control plans shall comply with both of the following provisions:

(i) Reflect changes in technology that eliminate or reduce exposure to bloodborne pathogens.

(ii) Document annually consideration and implementation of appropriate commercially available and effective safer medical devices designed to eliminate or minimize occupational exposure.

(e) An employer shall ensure that only a person who has knowledge of applicable control practices is authorized to write and to review an exposure control plan.

(f) An employer shall ensure that the exposure control plan is made available to the director or a representative of the director for examination and copying upon request.

(g) An employer shall ensure that a copy of the exposure control plan is accessible to category A employees in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(h) An employer who is required to establish an exposure control plan shall solicit input from non-managerial employees responsible for direct patient care who are potentially exposed to injuries from contaminated sharps in the identification, evaluation, and selection of effective engineering and work practice controls and shall document the solicitation in the exposure control plan.

#### **R 325.70005 Universal precautions.**

**Rule 5.** Universal precautions shall be observed to prevent contact with blood and other potentially infectious materials. If differentiation between body fluid types is difficult or impossible, all body fluids shall be considered potentially infectious materials.

#### **R 325.70006 Engineering controls.**

**Rule 6.** (1) Engineering controls shall be used in combination with work practice controls to minimize or eliminate employee exposure to blood and other potentially infectious material. Where exposure remains after use of engineering and work practice controls, personal protective equipment shall also be used.

(2) Engineering controls shall be examined and maintained or replaced on a regular schedule to ensure their effectiveness.

(3) An employer shall provide hand-washing facilities which are readily accessible to employees. When provision of hand-washing facilities is not feasible, an employer shall provide an appropriate antiseptic hand cleanser with clean cloth or paper towels or antiseptic towelettes.

#### **R 325.70007 Work practices.**

**Rule 7.** At a minimum, work practices shall ensure all of the following:

(a) All personal protective equipment shall be removed before leaving the work area and shall be placed in an appropriately designated area or container for storage, washing, decontamination, or disposal.

(b) If a garment is penetrated by blood or other potentially infectious materials, the garment shall be removed immediately or as soon as feasible.

(c) Employers shall provide handwashing facilities that are readily accessible to employees. When provision of handwashing facilities is not feasible, the employer shall provide either an appropriate antiseptic hand cleanser in conjunction with clean cloth/paper towels or antiseptic towelettes. When antiseptic hand cleansers or towelettes are used, employees shall wash hands with soap and running water as soon as feasible.

(d) Employers shall ensure that employees wash their hands immediately or as soon as feasible after removal of gloves or other personal protective equipment.

(e) Employers shall ensure that employees wash hands and any other skin with soap and water, or flush mucous membranes with water immediately or as soon as feasible following contact of such body areas with blood or other potentially infectious materials.

(f) Used needles and other contaminated sharps shall not be sheared, bent, or broken and shall not be recapped or resheathed where other disposal methods are practical. Used needles and other sharps shall not be recapped, resheathed, or removed unless the employer can demonstrate that no alternative is feasible or that such action is required by a specific medical procedure. Needle recapping or removal shall be accomplished by use of a mechanical device or a 1-handed technique. The disposal of needles and sharps shall be accomplished in accordance with the provisions of R 325.70010.

(g) Eating, drinking, smoking, applying cosmetics or lip balm, or handling contact lenses is prohibited in laboratories and other work areas where there is a reasonable likelihood of exposure.

(h) Food and drink shall not be stored in refrigerators, freezers, shelves, cabinets, or on countertops or benchtops where blood or other potentially infectious material is present or in other areas of possible contamination.

(i) All procedures that involve blood or other potentially infectious material shall be performed in a manner that minimizes splashing, spraying, and aerosolization of blood or other potentially infectious material.

(j) Mouth pipetting or suctioning is prohibited.

**R 325.70008 Protective work clothing and equipment.**

**Rule 8.** An employer shall provide protective work clothing and equipment used in the following:

(a) When there is occupational exposure, an employer shall provide, at no cost to the employee, and assure that an employee uses, appropriate personal protective clothing and equipment, such as any of the following:

- (i) Gloves.
- (ii) Gowns.
- (iii) Fluid-proof aprons.
- (iv) Laboratory coats.
- (v) Head and foot coverings.
- (vi) Faceshields or mask and eye protection.
- (vii) Mouthpieces.
- (viii) Resuscitation bags.
- (ix) Pocket masks.
- (x) Other ventilation devices.

Personal protective equipment is appropriate only if it does not permit blood or other potentially infectious material to pass through to or reach the employee's work clothes, street clothes, undergarments, skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration of time that the protective equipment is used.

(b) An employer shall ensure that an employee uses appropriate personal protective equipment unless the employer shows that the employee temporarily and briefly declined to use PPE when, under rare and extraordinary circumstances, it was the employee's professional judgment that in the specific instance the use of PPE would have prevented the delivery of health care or public safety services or would have posed an increased hazard to the safety of the worker or coworker. When the employee makes this judgment, the circumstances shall be investigated and documented to determine if changes can be made to prevent future occurrences.

(c) An employer shall assure that appropriate protective equipment and clothing in the appropriate sizes are readily accessible at the worksite or issued to employees at no cost to the employees. Hypoallergenic gloves, glove liners, powderless gloves, or other similar alternatives shall be readily accessible to employees who are allergic to the gloves normally provided. See appendix A for more information.

(d) An employer shall provide for the cleaning, laundering, or disposing of protective clothing and equipment required by this rule.

(e) An employer shall repair or replace required protective clothing and equipment as needed to maintain their effectiveness.

(f) An employee shall wear gloves if there is a reasonable anticipation of direct skin contact with blood, other potentially infectious material, mucous membranes, or nonintact skin of patients; when performing vascular access procedures, except as specified in subdivision (g) of this subrule; and when handling items or surfaces that are soiled with blood or other potentially infectious material.

Disposable (single-use) gloves, such as surgical or examination gloves, shall be replaced as soon as practical if contaminated or as soon as feasible if torn, punctured, or ineffective as barriers. Disposable gloves shall not be washed or decontaminated for reuse. Utility gloves shall be discarded if any are cracked, peeling, discolored, torn, or punctured or exhibit other signs of deterioration, but may be decontaminated for reuse if the integrity of the glove is maintained.

(g) If an employer of a volunteer blood donation center judges that routine gloving for all phlebotomies is not necessary, the employer shall do all of the following:

- (i) Periodically reevaluate this policy.
- (ii) Make appropriate gloves available to all employees who wish to use them for phlebotomy.
- (iii) Not discourage the use of gloves for phlebotomy.
- (iv) Require that gloves be used for phlebotomy in the following circumstances:

(A) When the employee has cuts, scratches, or other breaks in the skin on his or her hands or wrists.

(B) When the employee judges that hand contamination with blood may occur, for example, when performing phlebotomy on an uncooperative patient.

(C) When the employee is receiving training in phlebotomy.

(h) Employees shall wear masks and eye protection or chin-length face shields as appropriate if splashes, sprays, spatters, droplets, or aerosols of blood or other potentially infectious material may be generated and if there is a likelihood for eye, nose, or mouth contamination.

(i) Employees shall wear gowns, lab coats, aprons, clinic jackets, or similar outer garments where appropriate if there is a reasonably anticipated exposure. Such clothing shall protect all areas of exposed skin that have a significant likelihood for contamination. The type of characteristics will depend upon the task and degree of exposure anticipated.

(j) Employees shall wear surgical caps or hoods and shoe covers or boots where appropriate if there is a reasonable anticipation of gross contamination, for example, in autopsies and orthopedic surgery.

**R 325.70009 Housekeeping.**

**Rule 9.** (1) An employer shall assure that the worksite is maintained in a clean and sanitary condition. An employer shall determine and implement an appropriate written schedule for cleaning and for the method of decontamination based on all of the following:

- (a) The location within a facility.
- (b) The type of surface to be cleaned.
- (c) The type of soil present.
- (d) The tasks or procedures being performed.



(2) All equipment and environmental and working surfaces shall be maintained in a sanitary condition as follows:

(a) Work surfaces shall be cleaned and appropriately decontaminated with an appropriate disinfectant in all of the following instances:

- (i) After completion of procedures.
- (ii) When surfaces are overtly contaminated.
- (iii) Immediately when blood or other potentially infectious material is spilled.

(iv) At the end of the work shift if the surface may have become contaminated since the last cleaning. See appendix A for supplemental information.

(b) Protective coverings such as plastic wrap, aluminum foil, or plastic-backed, absorbent paper may be used to cover equipment and environmental surfaces. These coverings shall be removed and replaced at the end of the work shift if contaminated or as soon as feasible when they become overly contaminated.

(c) Equipment that may become contaminated with blood or other potentially infectious material shall be examined before servicing or shipping and shall be decontaminated as necessary unless the employer can demonstrate that decontamination is not feasible. If decontamination is not feasible, the employer shall ensure that a readily observable label which states the portions of the equipment that remain contaminated and that is in compliance with R 325.70014(2)(h) is attached to the equipment. The employer shall ensure that all affected employees, the servicing representative, or the manufacturer, as appropriate, is notified that equipment decontamination is not feasible and is notified of the portions of the equipment that remain contaminated before handling, servicing, or shipping so that appropriate precautions will be taken.

(d) All bins, pails, cans, and similar receptacles that are intended for reuse and that have a reasonable likelihood for becoming contaminated with blood and other potentially infectious material shall be inspected and decontaminated on a regularly scheduled basis and shall be cleaned and decontaminated immediately, or as soon as possible, upon visible contamination.

(e) Broken glassware that may be contaminated shall not be picked up directly with the hands. It shall be cleaned up using mechanical means, such as a brush and dust pan, tongs, cotton swabs, or forceps.

(f) Specimens of blood or other potentially infectious material shall be placed in a closable leakproof container during collection, handling, processing, storing, transporting, or shipping. If contamination of the outside of a primary container is likely, a second leakproof container shall be placed over the outside of the first and closed to prevent leakage during handling, processing, storing, transporting, or shipping. If puncture of the primary container is likely, then the primary container shall be placed within a leakproof, puncture-resistant secondary container. All containers shall be labeled or color-coded in accordance of R 325.70014.

(g) Reusable sharps that are contaminated with blood or other potentially infectious materials shall not be stored or processed in a manner that requires employees to reach by hand into the containers where these sharps have been placed.

#### **R 325.70010 Regulated waste disposal.**

**Rule 10.** (1) All regulated waste that is being disposed of shall be placed in closable, leakproof containers or bags that are color-coded or labeled as required by the provisions of R 325.70014. If outside contamination of the container or bag is likely to occur, then a second leakproof container or bag that is closable and labeled or color-coded shall be placed over the outside of the first and closed to prevent leakage during handling, storage, and transport.

(2) Immediately after use, contaminated sharps shall be disposed of in closable, leakproof, puncture-resistant, disposable containers that are labeled or color-coded according to the provisions of R 325.70014. These containers shall be easily accessible to personnel; shall be located in the immediate area of use or where sharps are likely to be found, unless needles are mechanically recapped and transported through nonpublic corridors to the container; and shall be replaced routinely and not allowed to overfill.

(3) The disposal of all medical waste shall be in compliance with the provisions of sections 13801 to 13831 of Act No. 368 of the Public Acts of 1978, as amended, being §§333.13801 to 333.13831 of the Michigan Compiled Laws, and known as the medical waste regulatory act.

#### **R 325.70011 Laundry.**

**Rule 11.** (1) Laundry that is or may be soiled with blood or other potentially infectious material or that may contain contaminated sharps shall be treated as if it were contaminated and shall be handled as little as possible with a minimum of agitation.

(2) Contaminated laundry shall be bagged at the location where it was used and shall not be sorted or rinsed in areas where patients are cared for.

(3) Contaminated laundry shall be placed and transported in bags or containers labeled or color-coded in accordance with R 325.70014. If laundry is wet and presents the likelihood for soaking through or leaking from the bag, it shall be placed and transported in leakproof bags.

(4) An employer shall ensure that laundry workers wear protective gloves and other appropriate personal protective work clothing while handling contaminated laundry.

(5) When an employer follows universal precautions in the handling of all soiled laundry, alternative labeling or color coding is sufficient if it permits all employees to recognize the containers that are required to be in compliance with universal precautions.

(6) When an employer ships contaminated laundry off-site to a facility that does not use universal precautions in the handling of all laundry, the shipping employer shall use bags or containers that are labeled or color-coded in accordance with R 325.70014.

**R 325.70012 HIV and HBV research laboratories and production facilities.**

**Rule 12.** (1) This rule applies to research laboratories and production facilities that are engaged in the culture, production, concentration, experimentation, and manipulation of HIV and HBV. This rule applies to such laboratories and facilities in addition to the other requirements of these rules. This rule does not apply to clinical or diagnostic laboratories that are engaged solely in the analysis of blood, tissues, or organs.

(2) Research laboratories and production facilities shall be in compliance with all of the following requirements:

(a) All infectious liquid or solid waste shall be incinerated or decontaminated by a method known to effectively destroy bloodborne pathogens before being disposed of.

(b) Laboratory doors shall be kept closed when work involving HIV or HBV is in progress.

(c) Contaminated materials that are to be decontaminated at a site away from the work area shall be placed in a durable, leakproof, labeled or color-coded container that is closed before being removed from the work area.

(d) Access to the work area shall be limited to authorized persons only. Written policies and procedures shall be established whereby only persons who have been advised of the biohazard, who meet any specific entry requirements, and who comply with all entry and exit procedures shall be allowed to enter the work areas and animal rooms.

(e) When other potentially infectious material or infected animals are present in the work area or containment module, a hazard warning sign that incorporates the universal biohazard symbol shall be posted on all access doors. The hazard warning sign shall be in compliance with the provisions of R 325.70014(1).

(f) All activities that involve other potentially infectious material shall be conducted in biological safety cabinets or other physical containment devices within the containment module. Work with such material shall not be conducted on the open bench.

(g) Laboratory coats, gowns, smocks, uniforms, or other appropriate protective clothing shall be used in the work area and animal rooms. Protective clothing shall not be worn outside of the work area and shall be decontaminated before being laundered.

(h) Special care shall be taken to avoid skin contamination with other potentially infectious materials. Gloves shall be worn when handling infected animals and when making contact with other potentially infectious materials is unavoidable.

(i) All waste from work areas, including animal rooms, shall be incinerated or decontaminated by a method known to effectively destroy bloodborne pathogens before disposal.

(j) Vacuum lines shall be protected with high-efficiency particulate air (HEPA) filters, or equivalent filters, and liquid disinfectant traps. Filters and traps shall be checked routinely and maintained or replaced as necessary.

(k) Hypodermic needles, syringes, and other sharp instruments shall be used only when a safer alternate technique is not feasible. Only needle-locking syringes or disposable syringe with needle units that have a needle as an integral part of the syringe shall be used for the injection or aspiration of other potentially infectious material. Extreme caution shall be used when handling needles and syringes to avoid autoinoculation and the generation of aerosols during use and disposal. A needle shall not be bent, sheared, replaced in the sheath or guard, or removed from the syringe after being used. The needle and syringe shall be promptly placed in a puncture-resistant container and decontaminated, preferably by autoclaving, before being discarded or reused.

(l) A spill or accident that results in an exposure incident shall be immediately reported to the laboratory director or another responsible person. Spills shall immediately be contained and cleaned up by appropriate professional staff who are trained and equipped to work with potentially concentrated infectious material.

(m) A biosafety manual shall be prepared or adopted and reviewed and updated at least annually. Personnel shall be advised of potential hazards and shall be required to read and follow instructions on practices and procedures.

(n) Both of the following containment equipment requirements shall be complied with:

(i) Class I, II, or III certified biological safety cabinets or other appropriate combinations of personal protection or physical containment devices, such as any of the following, shall be used for all activities with other potentially infectious material that poses a threat of exposure to droplets, splashes, spills, or aerosols:

(A) Special protective clothing.

(B) Respirators.

(C) Centrifuge safety cups.

(D) Sealed centrifuge rotors.

(E) Containment caging for animals.

(ii) Biological safety cabinets shall be certified when installed, at least annually, and when they are relocated.

(3) HIV and HBV research laboratories shall be in compliance with both of the following requirements:

(a) Each laboratory shall contain a sink for washing hands and an eye wash station that are readily available in the work area.

(b) An autoclave for the decontamination of regulated wastes shall be available.



(4) HIV and HBV production facilities shall be in compliance with all of the following requirements:

(a) The work areas shall be separated from areas that are open to an unrestricted traffic flow within the building. Passage through 2 sets of doors shall be the basic requirement for entry into the work area from access corridors or other contiguous areas. Physical separation of the high-containment work area from access corridors or other areas or activities may also be provided by a double-doored room for changing clothes, an airlock, or other access facility that requires passing through 2 sets of doors before entering the work area. Showers may be included as part of the changing room.

(b) The interior surfaces of walls, floors, and ceilings shall be water-resistant so that they can be easily cleaned. Penetrations in these surfaces shall be sealed or capable of being sealed to facilitate decontamination of the work area.

(c) Each work area shall contain a sink for washing hands. The sink shall be foot-operated, elbow operated, or automatically operated and shall be located near the exit door of the work area.

(d) Access doors to the work area or containment module shall be self-closing.

(e) An autoclave for the decontamination of infectious wastes shall be available within, or as near as possible to, the work area.

(f) A ducted exhaust air ventilation system shall be provided. This system shall create directional airflow that draws air into the work area through the entry area. The exhaust air shall not be recirculated to any other area of the building, shall be discharged to the outside, and shall be dispersed away from occupied areas and air intakes. The proper direction of the airflow into the work area shall be verified.

(5) Additional training requirements for employees in HIV and HBV research laboratories and HIV and HBV production facilities are specified in R 325.70016(6).

### **R 325.70013 Vaccinations and postexposure follow-up.**

**Rule 13.** (1) An employer shall assure that all medical evaluations are procedures that are performed by or under the supervision of a licensed physician or other licensed health care professional and that all laboratory tests are conducted by an accredited laboratory.

(2) An employer shall assure that all evaluations, procedures, vaccinations, and postexposure prophylaxes are provided without cost to the employee, at a reasonable time and place, and according to current recommendations of the United States public health service, unless in conflict with this rule.

(3) An employer shall assure that all employees will receive appropriate counseling with regard to medical risks and benefits before undergoing any evaluations, procedures, vaccinations, or postexposure prophylaxes.

(4) Within 10 working days of the time of initial assignment and after the employee has received training required by R 325.70016(5)(i), an employer shall make all of the following available to each category A employee:

(a) A hepatitis B vaccination. If an employee initially declines vaccination, but at a later date, while still covered under these rules, decides to accept the HBV vaccine, the employer shall provide the vaccine at that time. If a booster dose or doses are recommended by the United States public health service at a future date, the booster dose or doses shall be made available.

(b) If an employee has previously received the complete HBV vaccination series, is found to be immune to HBV by virtue of adequate antibody titer, or the vaccine is contraindicated for medical reasons, then the employer is not required to offer the HBV vaccine to that employee.

(c) An employer shall not make participation in a prescreening program a prerequisite for receiving hepatitis B vaccination.

(d) An employer shall assure that an employee who declines to accept hepatitis B vaccination signs a waiver statement with all of the following provisions:

(i) Understanding of risk.

(ii) Acknowledgment of opportunity of vaccination at no cost.

(iii) Declining vaccination.

(iv) Future availability of vaccination at no cost if desired, if still in at-risk status. See appendix B for a sample of an acceptable waiver statement.

(5) An employer shall provide each exposed employee with an opportunity to have a confidential medical evaluation and follow-up subsequent to a reported occupational exposure incident to blood or other potentially infectious material. The evaluation and follow-up shall include, at a minimum, all of the following elements:

(a) Documentation of the route or routes of exposure and the circumstances under which the exposure incident occurred.

(b) Identification and documentation of the source individual, unless the employer can establish that identification is infeasible or prohibited by state or local law, shall include all of the following:

(i) The source individual's blood shall be tested as soon as feasible and after consent is obtained to determine HBV and HIV infectivity. If consent is not obtained, the employer shall establish that legally required consent cannot be obtained. If the source individual's consent is not required by law, his or her blood, if available, shall be tested and the results documented.

(ii) If the source individual is already known to be infected with HBV or HIV, testing need not be repeated.

(iii) Results of the source individual's testing shall be made available to the exposed employee, and the employee shall be informed of applicable laws and regulations concerning disclosure of the identity and infectious status of the source individual.



(c) Collection and testing of blood or HBV and HIV serological status shall include both of the following:

(i) The exposed employee's blood shall be collected as soon as feasible and tested after consent is obtained.

(ii) If the exposed employee consents to baseline blood collection, but not to HIV testing at that time, the sample shall be preserved for not less than 90 days. If within the 90 days the employee elects to have the baseline sample tested, such testing shall be done as soon as feasible.

(d) Postexposure prophylaxis, when medically indicated, as recommended by the United States public health service.

(e) Counseling on risk reduction and the risks and benefits of HIV testing in accordance with state law.

(f) Evaluation of reported illnesses.

(6) An employer shall ensure that the health care professional who is responsible for the hepatitis B Vaccination is provided with a copy of these rules and appendices. An employer shall ensure that the health care professional who evaluates an employee after an exposure incident is provided with all of the following information:

(a) A description of the affected employee's duties as they relate to the employee's exposure incident.

(b) Documentation of the route or routes of exposure and the circumstances under which exposure occurred.

(c) Results of the source individual's blood testing, if available.

(d) All medical records that are relevant to the appropriate treatment of the employee, including vaccination status, and that are the employer's responsibility to maintain.

(7) For each evaluation pursuant to the provisions of this rule, an employer shall obtain, and provide an employee with a copy of, the evaluating health care professional's written opinion within 15 working days of the completion of the evaluation. The written opinion shall be limited to the following information:

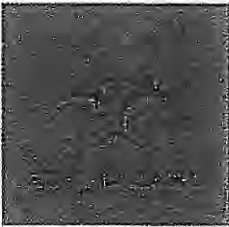
(a) Whether hepatitis B vaccination is indicated for an employee and if the employee has received such vaccination.

(b) A statement that the employee has been informed of the results of the medical evaluation and that the employee has been told about any medical conditions that have resulted from exposure to blood or other potentially infectious material and that require further evaluation or treatment. The written opinion obtained by the employer shall not reveal specific findings or diagnoses that are unrelated to the employee's ability to wear protective clothing and equipment or receive vaccinations. Such findings and diagnoses shall remain confidential.

(8) Medical records that are required by these rules shall be maintained in accordance with R 325.70015.

#### **R 325.70014 Communication of hazards to employees.**

**Rule 14.** (1) An employer shall post signs at the entrance to work areas specified in R 325.70012. The signs shall bear the following legend:

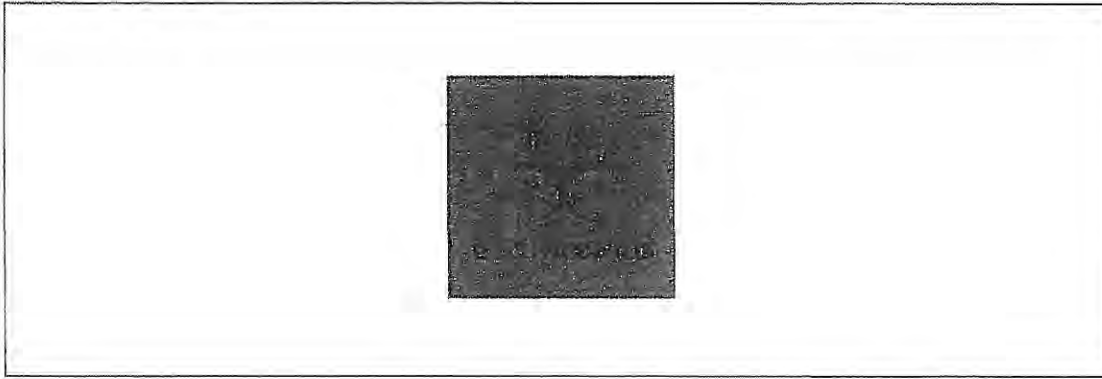

[Name of infectious agent]
[Special requirements for entering the area]
[Name and telephone number of the laboratory director or other responsible person]

These signs shall be fluorescent orange-red with lettering and symbols in a contrasting color.

(2) Labels shall be in compliance with all of the following requirements:

(a) Warning labels shall be affixed to containers of regulated waste, refrigerators and freezers that contain blood or other potentially infectious material, and other containers that are used to store or transport blood or other potentially infectious material, except as provided in subdivision (e) or (f) of this subrule.

(b) Labels that are required pursuant to this rule shall include the follow legend:



(c) Labels shall be fluorescent orange or orange-red or predominately orange or orange-red, with lettering or symbols in a contrasting color.

(d) Labels shall either be an integral part of the container or shall be affixed as close as safely possible to the container by string, wire, or adhesive or by another method that prevents the loss of labels or the unintentional removal of labels.

(e) Red bags or red containers may be substituted for labels.

(f) Containers of blood, blood components, or blood products that are labeled as to their contents and that have been released for transfusion or other clinical use are exempted from the labeling requirements of this rule.

(g) Individual containers of blood or other potentially infectious materials that are placed in a labeled container during storage, transport, shipment, or disposal are exempted from labeling requirements.

(h) Labels required for contaminated equipment shall be in accordance this subrule and shall also describe which portions of the equipment remain contaminated.

(i) Regulated waste that has been decontaminated need not be labeled or color-coded.

#### **R 325.70015 Recordkeeping.**

**Rule 15. (1)** An employer shall establish and maintain medical records for each category A employee in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(2) An employer shall ensure that medical records contain, at a minimum, all of the following information:

(a) The name and social security number of the employee.

(b) A copy of the employee's hepatitis B vaccination status, including the dates administered and medical records relating to the employee's ability to receive a vaccination as required by R 325.70013.

(c) A copy of all results of examinations, medical testing, and follow-up procedures as required by R 325.70013.

(d) The employer's copy of the physician's written opinion.

(e) A copy of the information provided to the physician as required by R 325.70013(6).

(3) An employer shall assure that employee medical records that are required by this rule are kept confidential and are not disclosed or reported without the employee's express written consent to any person within or outside the workplace, except as required by this rule or as may be required or permitted by law.

(4) An employer shall maintain employee medical records for not less than the duration of employment plus 30 years in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(5) An employer shall develop and maintain training records for each category A employee. Training records shall be maintained for 3 years beyond the date that the training occurred.

(6) Training records shall include all of the following information:

(a) The dates of the training sessions.

(b) The contents or a summary of the training sessions.

(c) The names and qualifications of persons who conduct the training.

(d) The names and job titles of all persons who attend the training sessions.

(7) An employer shall assure that all records that are required to be maintained by these rules shall be made available, upon request, to representatives of the department or the director for examination and copying.

(8) An employer shall ensure that employee training records are provided, upon request, for examination and copying to employees, employee representatives, and the director in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(9) An employer shall ensure that employee medical records are provided, upon request, for examination and copying to the subject employee, to anyone who has the written consent of the subject employee, and to the director in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(10) An employer shall comply with the requirements that involve the transfer of records in Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(11) All of the following provisions apply to a sharps injury log:

(a) An employer shall establish and maintain a sharps injury log for the recording of percutaneous injuries from contaminated sharps. The information in the sharps injury log shall be recorded and maintained in a manner that protects the confidentiality of the injured employee. At a minimum, a sharps injury log shall contain all of the following information:

(i) The type and brand of device involved in the incident.

(ii) The work unit or work area where the exposure incident occurred.

(iii) An explanation of how the incident occurred.

(b) The requirement to establish and maintain a sharps injury log applies to any employer who is required to maintain a log of occupational injuries and illnesses as prescribed in MIOSHA Standard Part 11, "Recording and Reporting of Occupational Injuries and Illnesses," as referenced in R 325.70001a.

(c) A sharps injury log shall be maintained for the period required as prescribed in MIOSHA Standard Part 11, "Recording and Reporting of Occupational Injuries and Illnesses," as referenced in R 325.70001a.

#### **R 325.70016 information and training.**

**Rule 16.** (1) An employer shall ensure that all category A employees participate in a training program provided at no cost to the employees and during working hours.

(2) Training shall be provided at the time of initial assignment to category A work or within 90 days after the effective date of these rules, whichever is later, and at least annually thereafter. If an employee has received training on bloodborne pathogens in the year preceding the effective date of these rules, only training with respect to requirements of this rule that were not included in the previous training need to be provided.

(3) An employer shall provide additional training when changes, such as the modification of tasks or procedures or the institution of new tasks or procedures, affect an employee's occupational exposure. The additional training may be limited to addressing the new exposures created.

(4) Material appropriate in content and vocabulary to the educational level, literacy, and language background of employees shall be used.

(5) The training program shall contain all of the following elements:

(a) Accessibility of the copy of these rules and an explanation of the contents of these rules, including appendices.

(b) A general explanation of the epidemiology and symptoms of bloodborne diseases.

(c) An explanation of the modes of transmission of bloodborne pathogens.

(d) An explanation of the employer's exposure control plan, including the standard operating procedures, and how an employee can access the written plan.

(e) An explanation of the appropriate methods for recognizing tasks and other activities that may involve exposure to blood and other potentially infectious material.

(f) An explanation of the use and limitations of practices that will prevent or reduce exposure, including appropriate engineering controls, work practices, and personal protective equipment.

(g) Information on all of the following with respect to personal protective clothing and equipment:

(i) Types.

(ii) Proper use.

(iii) Limitations.

(iv) Location.

(v) Removal.

(vi) Handling.

(vii) Decontamination.

(viii) Disposal.

(h) An explanation of the basis for selecting protective clothing and equipment.

(i) Information on the hepatitis B vaccine and postexposure prophylaxis, including all of the following information:

(i) Availability.

(ii) Efficacy.

(iii) Safety.

(iv) The benefits of being vaccinated.

(v) Method of administration.

(vi) That vaccination is free of charge.

(j) Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious material.

(k) An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident, and the medical follow-up and counseling that will be made available.

(l) An explanation of the signs and labels or color coding required by R 325.70014.

(6) Employees in HIV or HBV research laboratories and HIV/HBV production facilities shall receive the following initial training in addition to the training requirements specified in subrule (5) of this rule:

(a) Employees shall be trained in, and demonstrate proficiency in, standard microbiological practices and techniques and in the practices and operations specific to the facility before being allowed to work with HIV and HBV.



(b) Employees shall be experienced in the handling of human pathogens or tissue cultures before working with HIV and HBV.

(c) A training program shall be provided to employees who have not had experience in handling human pathogens. Initial work activities shall not include the handling of infectious agents. A progression of work activities shall be assigned as techniques are learned and proficiency is developed. An employee shall participate in work activities that involve infectious agents only after proficiency has been demonstrated.

(7) Training shall be conducted in the following manner:

(a) At the time of initial assignment to tasks where occupational exposure may take place and at least annually thereafter.

(b) Training sessions shall afford employees ample opportunity for discussion and the answering of questions by a knowledgeable trainer.

(c) The person conducting the training shall be knowledgeable in the subject matter covered by the elements contained in the training program as it relates to the workplace that the training will address.

R 325.70017 Rescinded.

R 325.70018 Rescinded.

## APPENDIX A INFORMATION SHEET

### Occupations with Potential for Exposure

The hazard of exposure to infectious materials affects employees in many types of employment and is not restricted to the healthcare industry. In the list below are a number of job classifications that may be associated with tasks that have occupational exposure to blood and other potentially infectious materials. The scope of the standard is not limited to employees in these jobs. At the same time, employees in the following jobs are not automatically covered unless they have reasonably anticipated occupational exposure:

Barbers  
Beauticians  
Chiropractors  
Correctional officers  
Day care center workers  
Dental care workers  
Dentists  
Dialysis personnel  
Emergency medical technicians  
Fire fighters  
Foster home workers  
Health care facility support staff  
Housekeepers  
Institutional home workers  
Janitors  
Laboratory workers  
Laundry workers

Law enforcement employees assigned to provide emergency first aid  
Maintenance workers  
Medical assistants  
Medical health residential workers  
Morticians  
Nursing personnel (professional and nonprofessional)  
Optometrists  
Paramedics  
Phlebotomists  
Physician assistants  
Physicians  
Plumbers  
Podiatrists  
Police officers  
Tattooists

## **Addresses**

### **Centers for Disease Control CDC and Michigan Department of Licensing and Regulatory Affairs**

For current guidelines, contact:

National Prevention Information Network  
P.O. Box 6003  
Rockville, Maryland 20850  
Phone: 1-800-458-5231  
Internet Address: [www.cdcpin.org](http://www.cdcpin.org)  
E-mail Address: [info@cdcpin.org](mailto:info@cdcpin.org)

and

Michigan Department of Licensing and Regulatory Affairs  
General Industry Safety & Health Division  
P.O. Box 30644  
Lansing, Michigan 48909-8144  
Phone: (517) 322-1831  
Internet Address: [www.michigan/miosha](http://www.michigan/miosha)

## **Engineering Controls**

Engineering controls including ventilation systems and enclosures such as glove boxes, ventilation cabinets, laboratory hoods and tight fitting lids SHOULD be used to effectively isolate and contain spatters, splashes, mists and aerosols of blood, and other potentially infectious material generated from tissue homogenizers, sonicators, vortex mixers, centrifuges and other items capable of generating splashes, spatters, mists and aerosols. Engineering controls such as self-retracting needles, self-sealing capillary tubes and break resistant tubes should be used to prevent contact with blood or other potentially infectious material.

## **Disinfectants**

Appropriate disinfectants for hospital cleaning including sodium hypochlorite diluted between 1:10 and 1:100 with water or other equally effective disinfectant. Antiseptics available and safe for hands include alcoholic foam cleansers, disposable alcoholic tissue wipes, or even washcloths soaked with 70-90% alcohol. It should be noted that waterless antiseptics are most effective in the absence of gross soil.

## **Occupations Requiring Tear and Puncture Resistant Gloves**

Some occupations which may require tear and puncture resistant gloves are morticians, pathologists, mortuary workers, emergency medical technicians, corrections officers, fire fighters, police officers and other law enforcement occupations.

## **Gloves**

Hypoallergenic gloves may include latex but should not be limited to latex and the new improved glove types (such as vinyl) may be available on the market in the future.

Inappropriate "baggy" gloves, for example, as used by bakers, etc., are not meant for contact with blood of the potentially infectious material.



**APPENDIX B**  
**SAMPLE WAIVER STATEMENT WHEN AN EMPLOYEE DECLINES THE HEPATITIS B VACCINATION**

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Employee Name (print): \_\_\_\_\_

Employee Signature: \_\_\_\_\_

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



Michigan Occupational Safety and Health Administration  
PO Box 30643  
Lansing, Michigan 48909-8143  
Ph: 517-284-7740

The Department of Licensing and Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.



## Part 554 Bloodborne Infectious Diseases Standard Requirements for Training

Initial and annual training is required for all part-time, temporary and full-time employees exposed to blood or other potentially infectious material. Requirements for this training are delineated in the bloodborne infectious diseases rules and are discussed below.

First, training must be conducted at the time of initial assignment or prior to any exposure. If new or revised tasks or procedures are instituted at a future date, then additional training must be given prior to their implementation.

### **Trainer Qualifications**

The person conducting the training must be knowledgeable in the subject matter. In addition to demonstrating expertise in the area of occupational health and the transmission of bloodborne pathogens, the trainer must be familiar with the manner in which the elements in the training program relate to the particular workplace. Specialized courses or degree programs would aid in certifying the trainer's knowledge. Persons with strong medical backgrounds such as healthcare professionals (i.e., nurses, physicians and their assistants, infection control practitioners, emergency medical technicians, dental professionals, industrial hygienists and epidemiologists) are good candidates for trainers as long as they are knowledgeable in the subject matter.

A question and answer period must be provided in the training session. The trainer must present the training in a manner appropriate to the employee's educational, literacy and language background so that the employee understands the training.

### **Training Content**

In addition to the above requirements for training, the content of the training program is regulated. An overview of the bloodborne infectious diseases rules is required. A basic understanding of the reasons for the rules including an explanation of the epidemiology and symptoms of bloodborne disease and their modes of transmission is required. Current statistics regarding the epidemiology of the bloodborne pathogens can be requested from the Communicable Disease Epidemiology Division, Michigan Department of Community Health, P.O. Box 30035, 3500 North Martin Luther King, Jr., Boulevard, Lansing, Michigan 48909 or call (517)335-8165.

The trainer should present information on the more common bloodborne diseases including hepatitis B, AIDS, hepatitis C and syphilis. The modes of transmission should include both those common to the workplace (i.e., needle punctures, contact with non-intact skin, splashes and splatters into the eyes, nose or mouth) and personal risk factors (i.e. sexual activity and intravenous drug abuse). The employee must be trained to recognize those work tasks which



could result in exposure such as tasks which result in direct contact with street clothing or skin, or result in splashing and splattering into the eyes, nose or mouth.

To minimize exposure, employers must include non-managerial, exposed employees in the identification, selection and evaluation of appropriate, commercially available and effective safer medical devices. Effective training on new techniques and practices regarding the selected safer medical devices is required. Hands-on training is particularly recommended. Prohibited work practices must be communicated (i.e., no eating or drinking in contaminated areas).

If safer medical devices and work practice controls have not eliminated exposure, personal protective equipment (PPE) is required. PPE training must include the basis for selection, use and limitations. For example, single use examination gloves for blood drawing or utility gloves for blood cleanup would be necessary for use in differing tasks. Information on the types, proper use, location, removal, handling, decontamination and disposal of personal protective equipment must also be detailed.

Information on the hepatitis B vaccination including information on its efficacy, safety, method of administration, the benefits of being vaccinated and that the vaccine and vaccination will be offered free of charge also needs to be included in the training program. Additionally, information on postexposure evaluation and follow-up and procedures to follow if an exposure incident occurs shall be provided. The trainer needs to keep current with information from the U.S. Public Health Service Centers for Disease Control and Prevention (CDC). Publications such as the Morbidity and Mortality Weekly Report can be easily accessed at the following CDC website: [www.cdc.gov/eпо/mmwr](http://www.cdc.gov/eпо/mmwr) regarding these requirements.

Other elements of the training program include information on emergencies which the employee may encounter during work and an explanation of signs, labels or color coding as required by the rules. Finally, an explanation of the employer's exposure control plan and where to obtain it is required.

#### **Training Records**

Training records must also be maintained by employers. These records must include dates of the training sessions, contents or a summary of the training sessions, names and qualifications of the trainers and the names and job titles of all persons attending the training sessions. Records must be maintained for 3 years from the date of training and must be provided upon request for examination and copying to employees, employee representatives and the Michigan Department of Consumer and Industry Services. To obtain additional information related to the Bloodborne Infectious Diseases standard contact the Michigan Department of Labor and Economic Growth, Michigan Occupational Safety and Health Administration, Consultation Education and Training: (517) 322-1809.

## **ATTACHMENT G**

(Approved Budget FY 2017 – 2018)

**Alzheimer's Association - Greater Michigan Chapter**  
**Case Management & Information and Referral Budget**  
10/01/2017 - 09/30/2018

Expenses	Discription	Amount
Salary	VP of Programs (.07 FTE)	5,208.00
	Program Manager (.90 FTE)	50,000.00
	Case Manager (1 FTE)	41,200.00
	Case Manager (1 FTE)	35,542.00
	Intake Coordinator (1 FTE)	35,350.00
	HR & Finance	5,000.00
		172,300.00
Benefits	25% of Salary	43,075.00
Travel	.575 per mile	14,220.00
Rent & Utilities	Office Space Rental & Cleaning	22,247.25
Communications	Telephone (Office phones @ \$6,000, Cell Phones @ \$3,900)	5,657.14
	Postage	1,430.86
		7,088.00
Office Supplies	Consumable Office Supplies	2,000.00
	Copy Machine	2,000.00
		4,000.00
Insurance	Required Umbrella Policy Coverage	500.00
Other	Printing	500.00
	Staff Training	2,000.00
		2,500.00
Indirect Cost		1,224.00
	Subtotal	267,154.00
	GMC Unit Cost	31.18
	Genesee Funded Units **	8,569.00
Reimbursed Items	Computers	0.00
	Emergency Funds for Clients	6,000.00
		6,000.00
		273,154.00
	Genesee Millage Funding	273,154.00
	Genesee Millage Unit Rate	31.18





Alzheimer's Association - Greater Michigan Chapter  
Case Management & Information and Referral Budget  
10/01/2017 - 09/30/2018

Expenses	Description	Amount
Salary		0.00
		0.00
Benefits	25% of Salary	0.00
Travel	.575 per mile	10,665.00
Rent & Utilities	Office Space Rental & Cleaning	0.00
Communications	Telephone (Office phones @ \$6,000, Cell Phones @ \$3,900)	4,242.86
	Postage	1,073.14
		5,316.00
Office Supplies	Consumable Office Supplies	1,500.00
	Copy Machine	1,500.00
		3,000.00
Insurance	Required Umbrella Policy Coverage	0.00
Other	Printing	0.00
	Staff Training	0.00
		0.00
Indirect Cost		918.00
	Subtotal	19,899.00
	GMC Unit Cost	12.20
	Genesee Funded Units **	1,631.00
Reimbursed Items	Computers	0.00
	Emergency Funds for Clients	0.00
		0.00
		19,899.00
	Genesee Millage Funding	19,899.00
	Genesee Millage Unit Rate	12.20

\*\* Units include all that are provided by staff and interns/volunteers. The number of interns varies with school calendar. Units proposed are necessary to continue services at the current level.

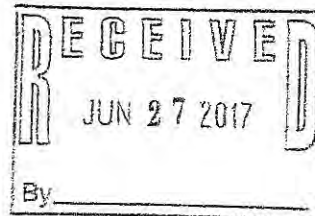


# Alzheimer's Association - Greater Michigan Chapter

## Intensive Case Management Budget

10/01/2017 - 09/30/2018

Expenses	Description	Amount
Salary	Intensive Case Manager (1FTE)	43,000.00
Benefits	25% of Salary	10,750.00
Travel	.575 per mile	4,312.50
Rent & Utilities	Office Space Rental & Cleaning	1,444.50
Communications	Telephone (Cell Phone @ \$50 per month)	600.00
	Postage	0.00
		600.00
Office Supplies	Consumable Office Supplies	1,370.00
	Office Furniture	0.00
	Copy Machine	0.00
		1,370.00
Insurance		0.00
Other	Printing	0.00
	Staff Training	0.00
		0.00
Indirect Cost		0.00
	Subtotal	\$61,477.00
	GMC Unit Cost	\$29.56
	Genesee Funded Units	2,080
Reimbursed Items	Computers	0.00
	Deep Cleaning Chore Service (\$19.50/unit x 1,000 units)	19,500.00
	Cleaning Supplies/Heavy Equipment	2,500.00
		22,000.00
	Total	\$83,477.00
	Genesee Millage Funding	\$83,477.00
	Genesee Millage Unit Rate	\$29.56

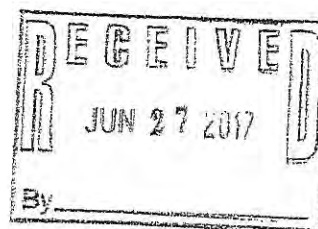


# Alzheimer's Association - Greater Michigan Chapter

## Program Coordinator Budget

10/01/2017 - 09/30/2018

Expenses	Description	Amount
Salary	Program Coordinator (1FTE)	37,500.00
Benefits	25% of Salary	9,375.00
Travel	.575 per mile	3,881.25
Rent & Utilities	Office Space Rental & Cleaning	1,308.25
Communications	Telephone	0.00
	Postage	0.00
		0.00
Office Supplies	Consumable Office Supplies	2,100.00
	Office Furniture	0.00
	Copy Machine	0.00
		2,100.00
Insurance		
Other	Printing	0.00
	Staff Training	0.00
		0.00
Indirect Cost		0.00
	Subtotal	\$54,164.50
	GMC Unit Cost	\$26.04
	Genesee Funded Units	2,080
Reimbursed Items	Computers	0.00
		0.00
	Total	\$54,164.50
	Genesee Millage Funding	\$54,164.50
	Genesee Millage Unit Rate	\$26.04



## Attachment H

## ATTACHMENT H—ASSESSING AGENCY REQUIREMENTS FOR HOME DELIVERED MEALS

In order to ensure that Genesee County is eligible for funding under the Nutrition Services Incentive Program ("NSIP"), the CONTRACTOR agrees to:

1. Submit a copy of the assessment tool to the auditing agency, Valley Area Agency on Aging ("VAAA"), for approval prior to the commencement of the Contract, or as soon as practicable.
2. Maintain client files consistent with the requirements designated in Exhibit 1 to this Attachment (Exhibit 1 is identified as the OSA "Operating Standards For Service Programs," pp 18-22, 28-31). Minimum information required under these standards are:
  - \* Signed release of information
  - \* Latest assessment (or reassessment if meal client originates from this)
  - \* Client signed notification of HIPPA requirements
  - \* Client notes
  - \* Signed care plan
  - \* Signed permission to assess client
  - \* Completed NAPIS form
3. Take part in mandatory training, and refresher training as necessary, for completing the National Aging Program Information System ("NAPIS") forms.
4. Provide to VAAA the required NAPIS forms on a weekly basis, a sample of which is included in Exhibit 2 of this Attachment.
5. Provide to VAAA the two forms titled "GCCARD Senior Nutrition Plan" and "Customer Characteristic Form" for each new meal client assessed, a sample of which is included in Exhibit 2 of this Attachment.
6. Provide to VAAA a monthly report of providing the number of new clients opened utilizing format provided by VAAA, a sample of which is included in Exhibit 2 of this Attachment.
7. Adhere to all operating guidelines and standards for service programs as specified in Exhibit 1 of this Attachment, or as provided by VAAA.
8. Perform meals assessments on a schedule that prevents more than two weeks from elapsing between the assessment date and the start of meal delivery.
9. Cooperate fully with VAAA to ensure Genesee County's receipt of NSIP funding.

In the event of a disagreement between the assessing agency and the auditing agency, the two agencies shall try to resolve the issue themselves. If satisfactory resolution cannot be obtained, the Contract Administrator shall be the final arbiter of the disagreement. Failure to cooperate may result in withholding of reimbursements or termination of the Contract.



## EXHIBIT 1

OSA "Operating Standards For Service Programs"



## MICHIGAN OFFICE OF SERVICES TO THE AGING

### Operating Standards For Service Programs

#### B. GENERAL REQUIREMENTS FOR IN-HOME SERVICE PROGRAMS

Updated 5-16-08

In addition to the General Requirements for all Service Programs, the following general standards apply to all in-home service categories unless otherwise specified.

##### 1. Service from Other Resources

Each in-home service program, prior to initiating service, shall determine whether a potential client is eligible to receive the respective service(s) or any component support service(s) through a program supported by other funding sources, particularly programs funded through the Social Security Act. If it appears that an individual can be served through other resources, an appropriate referral should be made or third-party reimbursement sought. Each program must establish coordination with appropriate local Department of Human Services (DHS) offices to ensure that funds received from OSA are not used to provide in-home services which can be paid for or provided through programs administered by DHS.

For instances where a client enters a Hospice Care program while receiving in-home services under an area plan, the in-home services are not required to be withdrawn. A revised service plan should be developed, with consultation from all service providers involved including the Hospice Care provider, based on the client's needs, preferences and the availability of resources from each provider.

Older Americans Act (OAA) funding may not be used to supplant (or substitute for) other federal, state or local funding that was being used to fund services, prior to the availability of OAA funds.

OAA programs do not qualify as third party payers for Medicaid purposes.

##### 2. Individual Assessment of Need

Each in-home service program, as identified in the table below, shall conduct an assessment of individual need for each client. Each program with required assessments shall avoid duplicating assessments of individual clients to the maximum extent possible. In-home service providers may accept assessments, and reassessments, from case coordination and support programs, care management programs, home and community based Medicaid programs, other aging network home care programs, and Medicare certified home health providers. Clients with multiple needs should be referred to care management programs.

Clients shall be assessed within 14 calendar days of initiating service. If services are to be provided for 14 calendar days or less, a complete assessment need not be conducted. In such instances, the program must determine the client's eligibility to receive services and gather the Basic Information specified below).

The assessments are to be used to verify need, eligibility, and the extent to which services are to be provided. The assessment should verify an individual to be served has functional, physical or mental characteristics that prevent them from providing the service for themselves and that an informal support network is unavailable or insufficient to meet their needs. Eligibility is to be verified against established criteria for each respective service category. If an individual is found to be ineligible, the



## MICHIGAN OFFICE OF SERVICES TO THE AGING

### Operating Standards For Service Programs

reason(s) are to be clearly stated. Each assessment shall be conducted face to face and provide as much of the information specified below as it is possible to determine. Programs must refer individuals thought to be eligible for Medicaid to DHS.

Periodic reassessments must be conducted according to the following chart. Reassessments are to be used to determine changes in client status, client satisfaction, and continued eligibility. Each assessment and reassessment should include a determination of when reassessment should take place.

In-Home Services Requiring Assessments	Minimum Reassessment Frequency (unless circumstances require more frequent reassessment)
Homemaking	6 months (180 days)
Home Care Assistance	6 months
Home Delivered Meals	6 months
Medication Management	3 months
Personal Care	6 months
Respite Care	6 months
Home Health Aide	3 months (90 days)

When assessment are not conducted by a registered nurse (R.N.) the program must have access to, and utilize, an R.N. for assistance in reviewing assessments, as appropriate, and maintaining necessary linkages with appropriate health care programs.

Assessors must attempt to acquire each item of information listed below, but must also recognize, and accept, the client's right to refuse to provide requested items. Changes in any item should be specifically noted during reassessments. Assessments must be documented in writing, signed and dated.

Minimum information to be gathered by assessments:

a. Basic information

- (1) Individual's name, address and phone number
- (2) Source of referral
- (3) The name, address and phone number of person to contact in case of an emergency
- (4) The name address and phone number of caregiver(s)
- (5) Gender
- (6) Age, date of birth
- (7) Race and/or ethnicity
- (8) Living arrangements
- (9) Condition of residential environment
- (10) Whether or not the individual's income is below the poverty level and/or sources of income (particularly SSI)

## **CONTRACT BETWEEN**

### **THE COUNTY OF GENESEE**

Acting By and Through  
**Genesee County Office of Senior Services ("GCOS")**  
**Room 361, Genesee County Administration Building**  
**1101 Beach Street, Flint, Michigan 48502**  
Hereinafter referred to as the **"COUNTY"**

and

**Michigan Community Services, Inc.**  
**5239 Morrish Road**  
**Swartz Creek, Michigan 48473**  
Hereinafter referred to as the **"CONTRACTOR"**

**For the period from October 1, 2017 through September 30, 2018**

**Whereas**, the COUNTY and the CONTRACTOR previously entered into a Contract for a Program of Services titled "Adult Day Care" (hereinafter referred to as "Services") with an effective date of October 1, 2016 through September 30, 2017 and

**Whereas**, the COUNTY elects to exercise its option as provided for in the Request for Proposals to which the CONTRACTOR responded, by extending the Contract for a second year; and

**Whereas**, the parties agree to enter into the Contract for the continued provision of Services set forth herein;

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

#### **A. PURPOSE:**

This Contract is entered into for the purpose of retaining CONTRACTOR to provide Adult Day Care Services funded by Senior Citizen Services millage dollars to individuals 60 years of age or older who reside in Genesee County.

#### **B. THE CONTRACTOR AGREES:**

1. To accept the terms of this Contract and to undertake, perform and complete the Services described in RFP # 15-071 and Addenda ("the RFP"), and in CONTRACTOR'S Proposal in response to RFP # 15-071 ("Proposal"), which are hereby incorporated into this Contract by reference and included as Attachments A and B, respectively, and in CONTRACTOR'S budget, included as Attachment G to this Contract. If a conflict exists between this document and those incorporated by reference, this document governs.
2. That this Contract is effective for the term stated upon approval by the Genesee County Board of Commissioners.

3. To provide proof of insurances as required in Section 8 of the RFP within 15 days of the signing of this contract. Endorsements naming the COUNTY as an additional insured must be provided prior to initiation of Services. This provision may be satisfied by verification and proof of a "Blanket Additional Insurance Contract Form or Endorsement" provided with the Insurance Certificates. Documentation provided under this subparagraph will include a statement by the insurer that the COUNTY will be notified of any and all insurance cancellation at least 30 days prior to the effective date of cancellation of the respective policies. However, cancellation for non-payment of premium shall be noticed a minimum of ten days prior to cancellation.
4. To accept the conditions, requirements and obligations described and listed in Attachment C, Business Associate Agreement, if that Attachment is listed in Section D below.
5. To establish safeguards to prohibit conflicts of interest involving CONTRACTOR employees, prohibiting them from being involved in activities that are motivated by a desire for private gain for themselves or others with whom they have family, business or personal ties.
6. That failure by the COUNTY to insist upon strict adherence to any terms of this Contract shall not be considered a waiver or deprive the COUNTY of the right thereafter to insist upon strict adherence to that term, or any other term, of this Contract.
7. To provide the necessary administrative, professional and technical staff in the required ratio and number with qualifications as designated in its proposal for operation of the program.
8. That title to any approved equipment (defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$250.00 or more per unit) purchases supported in whole or in substantial part by millage funds shall vest with the County of Genesee upon acquisition. Equipment purchases not included in the submitted budget are automatically unapproved. Purchases of office furniture or furnishings are not eligible for reimbursement and are, therefore, disapproved.
9. To notify the Contract Administrator of damage, theft or replacement of any equipment purchased with Senior Millage funds within 48 hours of such occurrence. When applicable, a copy of the police report must be submitted to the Senior Administrator within two weeks of the occurrence. The CONTRACTOR further agrees to repair or replace damaged or stolen equipment or to reimburse the COUNTY with the millage funded purchase cost utilizing non-senior millage funds. Failure to repair or replace such equipment shall result in repayment to the COUNTY of the millage funded purchase cost by reducing payments to the CONTRACTOR of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.
10. To utilize all report forms as required under the RFP, as well as those included in this document as Attachment D, including the Monthly Invoice Form and the Monthly New Client Address Form (to be sent electronically each month in Excel format) and reporting formats required by the COUNTY as of the effective date of this Contract, and to provide the COUNTY with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter. The CONTRACTOR will also



provide the County an annual breakdown of financial data, regarding services provided, by Local Unit of Government (LUG).

11. To perform annual criminal background checks on paid staff or volunteers with access to personal information or that have personal contact with the senior clients. See Attachment B. The CONTRACTOR further agrees that costs associated with persons meeting the following criteria will not be paid utilizing senior millage funds:
  - a. Persons having a felony conviction in this state or elsewhere within the last 10 years; or
  - b. Persons having a felony charge pending in this state or elsewhere; or
  - c. Persons having a misdemeanor conviction in this state or elsewhere within the last 10 years involving theft, assault, battery or drug related crimes; or
  - d. Persons having a misdemeanor charge pending in this state or elsewhere involving theft, assault, battery or drug related crimes.

The COUNTY retains the right to deny reimbursement for salary requests, or recapture paid reimbursements by withholding from future requests, if it determines that the individual for whom the request is/was made falls within any of the above categories.

12. To provide annually documentation demonstrating appropriate licenses, criminal background checks, and negative tuberculosis tests for employees as specified in the RFP and subparagraph B. 11 above. The CONTRACTOR further agrees to comply with the State of Michigan Department of Labor & Economic Growth, "Occupational Health Standards Part 554 Bloodborne Infectious Diseases" (MIOSHA Part 554) including "Part 554 Bloodborne Infectious Diseases Standard Requirements for Training" using the rules provided in Attachment F to this Contract. Documentation for existing workers or volunteers shall be performed and provided to the County within fifteen days of the signing of this Contract. Testing, licenses (if appropriate), and criminal background checks for new hires or new volunteers shall be performed and provided to the County within fifteen days of their commencement.
13. To perform and provide to the COUNTY an annual financial audit of its operation by the end of the first quarter of the term of the Contract. Failure to timely provide the audit or to receive an extension of time from the Contract Administrator within which to satisfy this requirement will result in withholding of reimbursements for the performance period.
14. To include the following statement in or on all printed materials, newsletters, surveys, website, special events, programs, registration materials, advertisements, DVDs, CDs, program presentations, etc.: *"This program and/or service is funded in whole or in part by Genesee County Senior Millage funds. Your tax dollars are at work."*
15. That Senior Millage funds may not be used to provide increases in salaries or compensation packages for any employee or contractor, unless required by a collective bargaining agreement existing as of October 1, 2010 or unless a wage increase is required to comply with any state or federal minimum wage law.
16. That overnight travel funded by Senior Millage dollars shall be approved in advance by the Genesee County Board of Commissioners. The CONTRACTOR agrees to adhere to its own travel regulations or, in the absence of such acceptable regulations, to the Genesee County Travel Regulations as set forth in Attachment H to this Contract.

Notwithstanding the preceding, no overnight travel reimbursements shall be made from Senior Millage funds without prior approval of the Genesee County Board of Commissioners. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.

17. That political campaign intervention, including directly or indirectly participating in, or intervening in, any political campaign on behalf, or in opposition, of any candidate for elective public office is prohibited. Political campaign intervention includes:

- Contributing to political campaign funds;
- Making public statements of position (verbal or written) by or on behalf of the CONTRACTOR in favor of or opposition to any candidate for public office;
- Distributing statements prepared by others that favor or oppose any candidate for public office;
- Allowing a candidate to use the CONTRACTOR'S assets or facilities, if the equivalent opportunity is not provided to all other candidates;
- Making partisan comments in official publications of the CONTRACTOR or at official functions of the contractor;
- Political fund raising at the CONTRACTOR'S place of business.

Political campaign intervention does not include:

- Taking a position on public policy issues as a CONTRACTOR, so long as the message does not favor or oppose a certain candidate or otherwise violate the political campaign intervention prohibition;
- Promotion of voter registration in a non-partisan manner;
- Encouragement of voter participation in a non-partisan manner;
- Providing voter education / voter guides in a non-partisan manner;
- Non-partisan candidate forums or debates at the CONTRACTOR'S facilities;
- Candidates appearing or speaking at events of the CONTRACTOR in a non-candidate capacity;
- Supporting the Senior Millage.

18. That the CONTRACTOR is responsible for all Services performed under this Contract. If a Subcontractor is used, CONTRACTOR is the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract, regardless of who actually provides the service. CONTRACTOR shall notify COUNTY of any subcontractors to be utilized prior to their use. The COUNTY reserves the right to approve or reject any proposed subcontractor.

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

1. This Contract shall commence on October 1, 2017 and continue through September 30, 2018. The Board has the option to extend this Contract for up to one (1) additional one year term (the "Extension Terms") at the rates provided in CONTRACTOR'S proposal by providing CONTRACTOR with written notice thirty (30) days prior to the termination date of the Initial Term on the COUNTY'S election to exercise the option.
2. The COUNTY agrees to compensate the CONTRACTOR for the term of the Contract an amount not to exceed \$ 256,290.00 for costs of budgetary items described and

included within the CONTRACTOR'S Proposal. Reimbursements will be disbursed on a monthly basis at the rate and monthly maximum amount as set forth in Paragraph H.2 for the service agreed upon for the duration of the Contract term.

3. Subject to availability and other applicable conditions, the COUNTY agrees to provide funding throughout the term of this Contract.
4. The CONTRACTOR, its agents, and employees are independent contractors and are not the employees of the COUNTY.
5. CONTRACTOR is encouraged to provide its clients with the opportunity to make financial donations. All donations not limited in use by the donor must be used to provide additional services, as opposed to supporting other expenses. Donations must be reported to Genesee County on the monthly invoice form.
  - a. If donations are to be allowed, CONTRACTOR must offer this voluntary opportunity to the client in a manner that allows for the donation, or lack thereof, to remain confidential. No one shall be denied service for failing to make a donation.
  - b. CONTRACTOR must develop a written procedure for the handling of donations. This procedure must include at a minimum: daily counting and recording of donations by two individuals; method of deposit into a financial institution; monthly reconciliation of deposit records and collection records by a third party who was not involved in counting or depositing the donations.
6. That the COUNTY may, at reasonable times and without notice, visit and inspect the CONTRACTOR'S facilities and discuss or survey the CONTRACTOR'S activities with designated staff.
7. That the COUNTY, or any other representatives designated by the COUNTY, has the right to examine, upon reasonable notice, all records, books and papers related to the performance of activities which are the subject of this Contract.
8. The contract administrator for this Contract is Lynn M. Radzilowski, Senior Services Director, GCSS, or her designee (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.

#### **D. CONTRACT ATTACHMENTS**

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

- Attachment A: RFP # 15-071 and Addenda
- Attachment B: CONTRACTOR'S Response to RFP # 15-071
- Attachment C: Business Associate Agreement
- Attachment D: Reporting Forms (Monthly Invoice Form & Monthly New Client Address)

Form)  
Attachment E: Sample Client Satisfaction Survey (CONTRACTOR may use its own form that provides this type of information)  
Attachment F: MIOSHA Part 554 Standards and Regulations  
Attachment G: Approved Budget FY 2017 - 2018  
Attachment H: Genesee County Travel Regulations

## **E. AMENDMENTS**

1. Any changes to this Contract will be valid only if made in writing and acknowledged by all parties to this Contract.
2. This Contract, including attachments, may be amended by mutual written consent of the CONTRACTOR and the COUNTY. When submitting a proposed contract or budget amendment, the CONTRACTOR must also revise or amend its related output measures whenever the amendment results in a significant change of program scope, or as specifically required by the COUNTY, and submit copies of the revised sheets and summary description of the changes.
3. In the event that circumstances occur that are not reasonably foreseeable or are beyond the CONTRACTOR'S control which reduce or otherwise interfere with the CONTRACTOR'S ability to provide or maintain specified services or operational procedures, immediate written notification must be provided to the COUNTY and, where feasible, an amendment to this Contract negotiated.
4. Any change proposed by the CONTRACTOR which would affect the funding of any activity support in whole or in part by funds provided under this Contract must be submitted in writing to the COUNTY immediately upon determining the need for such change. The proposed change may be implemented upon receipt of written notification from the COUNTY.
5. Within thirty days after receipt of the proposed change, the COUNTY shall advise the CONTRACTOR in writing of its determination. Subsequently, the COUNTY will initiate any necessary formal amendment to the Contract for execution by the parties to the Contract.
6. Any changes proposed by the COUNTY must be agreed to in writing by the CONTRACTOR within thirty days of receipt. Upon such written agreement, the COUNTY shall initiate any necessary formal amendment as above.
7. The Contract Administrator is authorized to effect minor modifications of the work plan that do not require monetary adjustments in excess of \$ 5,000.00 without further consultation with the Genesee County Board of Commissioners.
8. The CONTRACTOR may submit a maximum of one budget amendment per quarter. All budget adjustments must be approved by the Office of Senior Services, and the Board of Commissioners, when required.



## **F. TERMINATION**

This Contract is in full force and effect for the period specified in Section C.1 of this contract, subject to the following conditions:

1. This Contract may be terminated by either party for any reason by giving ninety days written notice to the other party stating the effective date of termination.
2. This Contract may be terminated by the COUNTY upon thirty days written notice to the CONTRACTOR due to convenience or diminution of funds.
3. This Contract may be terminated by the COUNTY upon seven days written notice should the CONTRACTOR be found to have failed to perform its services in a manner satisfactory to the COUNTY as per contract requirements. COUNTY will provide CONTRACTOR notice and a reasonable opportunity to cure service performance deemed to be non-satisfactory. However, the COUNTY shall be the sole judge of what constitutes a reasonable opportunity and non-satisfactory performance.
4. This Contract may be terminated immediately without further liability to the COUNTY if the CONTRACTOR, or an official of the CONTRACTOR, is found guilty of any activity referenced in Section I. Assurances, of this Contract.
5. In the event the COUNTY determines not to proceed further with this Contract during its term, the CONTRACTOR may retain all sums paid by the COUNTY for approved expenses incurred and for satisfactory work actually performed at the above stated fee structure. In this event, COUNTY will be liable for satisfactory services performed prior to the COUNTY'S notification of its intent to terminate the Contract and, upon full payment, the other obligations of either party to this Contract shall terminate except for the non-disclosure of information and non-solicitation of personnel as stated herein. Notwithstanding the preceding, COUNTY retains the right to demand and obtain repayment of any funds paid to CONTRACTOR, including withholding as offset from amounts claimed due by CONTRACTOR, that the COUNTY deems to have been paid in error, for services not authorized under the Contract, or for non-satisfactory services.

## **G. REPORTING REQUIREMENTS**

CONTRACTOR will provide the COUNTY with monthly reports using the formats provided in Attachment D and following the criteria as established and outlined in the RFP.

CONTRACTOR will also provide on monthly basis a compilation, or copies, of Client Satisfaction Surveys providing information similar to that in the sample form found in Attachment E.

## **H. REIMBURSEMENT METHOD**

1. The COUNTY shall reimburse the CONTRACTOR for Services provided during the duration of this Contract only. CONTRACTOR shall not be reimbursed for Services provided prior to the commencement date of this Contract.
2. The COUNTY shall reimburse the CONTRACTOR on a monthly basis at a rate of \$11.93 per one hour unit of service delivery for this Contract, with a maximum



reimbursement total of \$ 21,357.50 per month. The purpose of the maximum reimbursement is to avoid CONTRACTOR expending all of its funds prior to the scheduled end date of the Contract. Reimbursements exceeding the recommended maximum figure may be permitted on a case by case basis as long as CONTRACTOR presents an explanation of need and a reasonable plan for providing continued service for the remainder of the Contract term.

3. The COUNTY shall reimburse the CONTRACTOR within thirty days of an approved invoice using the monthly invoice form and instructions found in Attachment D of this Contract. Prompt reimbursement shall be contingent upon full contractual compliance and submittal of requisite documentation on the approved invoice form. COUNTY may withhold reimbursement if it deems CONTRACTOR to have failed to have substantially complied with the Contract terms. Ineligible expenses, expenditures not consistent with the approved budget, expenditures for Services knowingly performed where no vendor slot is available, or expenditures exceeding the monthly maximum limit will not be reimbursed.
4. Properly documented requests for reimbursement submitted to the COUNTY by the 21<sup>st</sup> of each month will be processed and, if approved, disbursed by the 15<sup>th</sup> of the next month. Requests submitted later than the 21<sup>st</sup> of each month and incomplete requests (e.g. inadequate supporting documentation) will be processed in the following reimbursement cycle. At its sole discretion, the COUNTY will deem expenditures as either eligible or ineligible for each reimbursement or advance expenditure request. The COUNTY may, at its discretion and upon reasonable notice, require the CONTRACTOR to complete reports additional to those attached to this CONTRACT regarding the CONTRACTOR'S expenses and activities.

#### **I. ASSURANCES**

The CONTRACTOR covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is related to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination 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.

#### **J. CONFIDENTIALITY**

It is understood that work performed under this Program of Services will include access to proprietary documents and information. The CONTRACTOR agrees that confidential information about the COUNTY or its related entities will not be released, except as required by law, without the prior approval of the COUNTY. The COUNTY agrees that it will not release any of the CONTRACTOR'S materials provided or utilized during the Contract term without written permission. The CONTRACTOR and the COUNTY affirm the Business Associate Agreement included as Attachment C.

Further, both parties acknowledge that the CONTRACTOR will provide a Program of Services which includes coordination and collaboration with other organizations that provide social,

health, transportation, legal and other priority services related to senior residents of Genesee County who are aged 60 years and older. The CONTRACTOR agrees to protect the confidentiality of information about persons assisted throughout this Program of Services by instituting confidentiality procedures that conform to the Privacy Act of 1974 and where applicable, handle all Private Health Information (PHI) in accordance with HIPAA.

CONTRACTOR acknowledges that the COUNTY is a public body subject to the Michigan Freedom of Information Act. Records held by the COUNTY are public unless exempted. Notwithstanding the foregoing, confidential information collected and provided to the COUNTY by the CONTRACTOR as part of its reporting requirements shall be used solely for purposes of performing and evaluating the performance of this Contract and will not be retained.

#### **K. LIABILITY AND INDEMNIFICATION**

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the CONTRACTOR in the performance of the Contract shall be the responsibility of the CONTRACTOR and not the responsibility of the COUNTY if the liability, loss or damage is caused by, or arises out of, the action or failure to act on the part of the CONTRACTOR or any employee or agent of the CONTRACTOR. The CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY and its officers and employees from and against all claims, losses, damages, and expenses including but not limited to attorney's fees, arising out of or resulting from the CONTRACTOR'S performance of the Contract.

#### **L. APPLICABLE LAWS**

This is a Genesee County contract. This Contract shall be governed by the laws of the State of Michigan. Any dispute arising as a result of this Contract shall be resolved in the State of Michigan. The parties shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority that may have bearing on the performance of the Contract.

#### **M. GOOD FAITH EFFORTS TO RESOLVE DISPUTES; ATTORNEYS FEES**

If for any reason any portion of this Contract is in dispute, the parties will make their best efforts to resolve the dispute without resorting to litigation. Should litigation be required to resolve any dispute between the parties, the party not prevailing in the dispute will pay reasonable attorney's fees as part of any resolution of the dispute.

#### **N. INTEGRATION**

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

#### **O. WAIVER**

Any clause or condition of this Contract found to be an impediment to the intended and effective operation of this Contract may be waived in writing by the parties, upon presentation

of written justification by the requesting party. Such waiver may be temporary or for the life of the Contract and may affect any or all program elements covered by this Contract.

**P. SEVERABILITY**

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

**Q. SPECIAL CERTIFICATION STATEMENT**

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

**COUNTY OF GENESEE**

**MICHIGAN COMMUNITY SERVICES, INC.**

\_\_\_\_\_  
By: MARK YOUNG, Chairperson  
Genesee County Board of Commissioners

\_\_\_\_\_  
By: GREG KIRKLAND  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Attachment A**

(This document, Request For Proposal # 15-071 and related Addenda, is on file at the  
Genesee County Office of Senior Services.)

## **Attachment B**

(This document, Contractor's Response to the Request For Proposal # 15-071, is on file at the Genesee County Office of Senior Services.)



## Attachment C

**Attachment C**  
**Business Associate Agreement**

**Recital of Defined Terms**

"Business Associate" shall mean **MICHIGAN COMMUNITY SERVICES, INC.** (otherwise referred to as **CONTRACTOR** in the main 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 or on behalf of the County.

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

**Whereas**, Business Associate will be performing various services for or on behalf of the County that may, or do in fact, 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 County, 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 clients of the Program of Services.

**Whereas**, Business Associate, in order to meet 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 County.

**Whereas**, Business Associate further agrees to 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 County 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 County to the extent the County 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 County in accordance with applicable law constitute a contract between the County 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 County or clients of the Program without the prior written consent or authorization of the County or of the program clients. 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 confidential and will be used or 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 County of any instances of breach of confidentiality of which such person is aware.
  - c. Business Associate agrees to provide to the County the mailing addresses of clients for mapping purposes only. County agrees to limit use of the provided mailing addresses to mapping and statistical analysis. County further agrees to destroy all copies, paper and electronic, of the mailing addresses provided once the mapping of said addresses is complete.
5. Business Associate shall ensure that its personnel, employees, affiliates, and agents maintain the confidentiality of client health information and business information of the County.
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 County.
  - 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 County as specified in the main contract, provided that such use or disclosure would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County.

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 County 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 County 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 County upon request.
10. Business Associate shall make available protected health information in accordance with applicable law.
11. Business Associate shall incorporate any amendments or corrections to protected health information when notified pursuant to applicable law.
12. Business Associate agrees to indemnify and hold harmless the County, 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 within the terms of this Agreement or 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.
13. Without limiting the rights and remedies of the County elsewhere set forth in this Agreement or available under applicable law, the County may terminate this Agreement without penalty or recourse to the County if the County determines that Business Associate has violated a material term of the provisions of this Agreement.
14. Business Associate agrees that this Agreement may be amended from time to time by the County 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.
15. 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.

## **Attachment D**



# MONTHLY INVOICE and REPORT FORM

Agency: Michigan Community Services, Inc.  
 Contract Term: October 1, 2017 - September 30, 2018

Activity: Adult Day Care  
 Activity Period: \_\_\_\_\_

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

Agency's Authorizing Signature: \_\_\_\_\_

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

1.	Total number of Genesee County residents aged 60 years and older ("clients") who were new clients during this month.	<div style="border: 1px solid black; height: 20px; width: 150px;"></div>
1a.	For each client included in item 1, email that person's address including street number & street name, city or village, and zip code, date(s) of service and description of service provided.	<div style="border: 1px solid black; height: 30px; width: 150px;"></div>
1b.	Was a Client Service Plan developed for each new client during this month?	<div style="border: 1px solid black; height: 20px; width: 150px;"></div>
2.	Cumulative number of clients served under this contract.	<div style="border: 1px solid black; height: 20px; width: 150px;"></div>
3.	Total referral source(s) and referral recipient(s) for each new client served under this contract, during this month. Use additional sheet as necessary.	<div style="border: 1px solid black; height: 30px; width: 150px;"></div>
4.	Cumulative number of preliminary screenings conducted under this contract.	<div style="border: 1px solid black; height: 20px; width: 150px;"></div>
5.	For this month, did your agency report and document the status of each client to the Case Management and Referral service provider who referred them to you?	<div style="border: 1px solid black; height: 20px; width: 150px;"></div>
6.	How many reassessments were conducted during this month?	<div style="border: 1px solid black; height: 20px; width: 150px;"></div>
7.	Number of persons aged 60 years and older on a waiting list for your services at the date of this reimbursement request.	<div style="border: 1px solid black; height: 30px; width: 150px;"></div>
8.	Total number of clients discharged from services during this month.	<div style="border: 1px solid black; height: 20px; width: 150px;"></div>
8.a.	Number of clients receiving 0 hours this month but not discharged from services.	<div style="border: 1px solid black; height: 20px; width: 150px;"></div>
9.	Total number of one-way trips provided by your agency's transport vehicle(s) to clients accessing services during this month. (If the Mass Transportation Authority (MTA) was used, provide breakdown below.)	<div style="border: 1px solid black; height: 30px; width: 150px;"></div>
10.	Total number of agency staff and volunteer workers providing services under this contract.	<div style="border: 1px solid black; height: 20px; width: 150px;"></div>
11.	List names and titles of staff who performed work under this contract during this month. Attach pertinent licensure(s), as applicable, if not submitted during a previous month.	<div style="border: 1px solid black; height: 30px; width: 150px;"></div>
12.	Client Satisfaction Surveys attached.	<div style="border: 1px solid black; height: 20px; width: 150px;"></div>
13.	Backup documentation attached.	<div style="border: 1px solid black; height: 20px; width: 150px;"></div>
14.	Indicate the amount of donations received for this program during this month.	<div style="border: 1px solid black; height: 20px; width: 150px;"></div>
15.	Indicate the number of unduplicated Senior Millage clients you served with day care services during this month.	<div style="border: 1px solid black; height: 20px; width: 150px;"></div>

# MONTHLY INVOICE and REPORT FORM

RATE PER UNIT (One Unit Ends at One Hour) \$ 11.93

Units of Service:

TOTAL REQUEST:

Fund: 202-

Account Number: \_\_\_\_\_

TOTAL PAYMENT:

Last month's fund balance:

Minus Total Request from above:

Current fund balance:

Date Received:

Staff Review:

Staff Reviewer's Initials:

Office of  
Senior  
Services  
Signature

Office of Senior Services Department Authority

## MONTHLY INVOICE and REPORT FORM

### DEFINITIONS & INSTRUCTIONS

<b>Activity Period</b>	An activity period is defined as one calendar month, beginning on the first date and ending on the last date of the calendar month. Example: October 1, 2011 through October 31, 2011
<b>New Client</b>	A new client is one Genesee County resident, aged 60 years and older, who has not ever received services under this contract prior to the start of the reported activity period.
<b>Cumulative</b>	For the purposes of reporting on this contract, cumulative refers to the number of clients, or volunteers, or assessments, or reassessments, or referrals counted from October 1, 2011 to the end of the reported activity period.
<b>Discharged</b>	For the purposes of reporting on this contract, a client or volunteer may be considered to be discharged when services are no longer needed, requested, or otherwise not provided by your organization under this contract.

Prompt reimbursement by the County for services is contingent upon full contractual compliance. Monthly invoice and report forms must be complete and must include attached information as indicated by a checkmark in the form. Incomplete forms will not be considered for approval until completed by Contractor. Based upon the costs of budgetary items described and included within the Contractor's Proposal and any amended budget submitted in preparation for this Amendment to Contract, supportive documentation is required to be submitted with any monthly reimbursement request for expense verification.

The following list is provided for the Contractor's use as an example of supportive / backup documentation, but is not intended to be all inclusive. Copies of check ledgers and/or actual receipts indicating expenditure date and definitive purpose of each expenditure are also considered examples of supportive documentation.

#### **Labor Costs:**

- Staff Time Sheets
- Copies of Payroll/Checks
- Copies of Monthly Client Invoice Vouchers

#### **Cost of Supplies and Materials:**

- Copies of uniforms purchase receipts
- Copies of Postage Receipts
- Copies of Newsletters/Publications

#### **Direct and Indirect Costs, General and Administrative Burden or Overhead:**

- Copies of site rental payment receipts
- Copies of telephone bills
- Copies of paid invoices for fringe benefits

#### **Transportation Costs, if included in budget:**

- Copies of travel reimbursement payments
- Copies of mass transit bus pass purchases

## MONTHLY INVOICE and REPORT FORM

### HOURS / UNITS CONVERSION TABLE

The standard unit of service provision for this contract is one hour. It is expected, however, that services will routinely be provided that do not require a full hour to perform. The County utilizes a 1/10 of an hour system which breaks down the hour into six minute increments. When preparing the invoice for reimbursement, please use the following chart when determining partial units of service.

Hourly / Unit Conversion Table

Minutes	=	Tenths	
1 through 6	=	0.1	(greater than 0 less than or equal to 6)
7 through 12	=	0.2	(7 to less than or equal to 12)
13 through 18	=	0.3	(13 to less than or equal to 18)
19 through 24	=	0.4	(19 to less than or equal to 24)
25 through 30	=	0.5	(25 to less than or equal to 30)
31 through 36	=	0.6	(31 to less than or equal to 36)
37 through 42	=	0.7	(37 to less than or equal to 42)
43 through 48	=	0.8	(43 to less than or equal to 48)
49 through 54	=	0.9	(49 to less than or equal to 54)
55 through 60	=	1.0 (whole hour)	(55 to less than or equal to 60)

**Example:**

Client A is provided service taking 2 hours and 45 minutes.  
Client B is provided service taking 17 minutes.  
Client C is provided service taking 7 minutes.

Client A can be billed for 2.8 units  
Client B can be billed for .3 units  
Client C can be billed for .2 units

Total Units of Service for reimbursement request is:

3.3 units

Senior Millage Service Providers  
Client Addresses

Month & Year: \_\_\_\_\_

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/A/C/H /NA/U)
1	MCSI	ADC							
2	MCSI	ADC							
3	MCSI	ADC							
4	MCSI	ADC							
5	MCSI	ADC							
6	MCSI	ADC							
7	MCSI	ADC							
8	MCSI	ADC							
9	MCSI	ADC							
10	MCSI	ADC							
11	MCSI	ADC							
12	MCSI	ADC							
13	MCSI	ADC							
14	MCSI	ADC							
15	MCSI	ADC							
16	MCSI	ADC							
17	MCSI	ADC							
18	MCSI	ADC							
19	MCSI	ADC							



## Attachment E

**SAMPLE  
CLIENT SATISFACTION SURVEY**

1. Did our staff treat you with dignity and respect?
2. Were your questions answered to your satisfaction?
3. Were you referred to other agencies for any services?
4. Were you satisfied with services offered by our firm?
5. Is there anything that you still need help with?
6. Would you recommend us to a friend?
7. Did we respond to your needs quickly?
8. Was our staff professional?
9. Was our staff available to you at all times during the day?
10. If there were mistakes, were they corrected to your satisfaction?

Attachment F



DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

DIRECTOR'S OFFICE

OCCUPATIONAL HEALTH STANDARDS

Filed with the Secretary of State on June 30, 1993 (as amended November 14, 1996)  
(as amended June 28, 2001) (as amended October 28, 2014)

These rules become effective immediately upon filing with the Secretary of State  
unless adopted under section 33, 44, or 45a(6) of 1969 PA 306.

Rules adopted under these sections become effective 7 days after filing with the Secretary of State.

(By authority conferred on the director of the department of licensing and regulatory affairs  
by sections 14 and 24 of 1974 PA 154, MCL 408.1014 and 408.1024,  
and Executive Reorganization Order Nos. 1996-1 and 1996-2, 2003-1, 2008-4,  
and 2011-4, MCL 330.3101, 445.2001, 445.2011, 445.2025 and 445.2030)

R 325.70002, R 325.70003, R 325.70004, R 325.70007, R 325.70008, R 325.70009, R 325.70011, R 325.70013,  
R 325.70014, R 325.70015, R 325.70016 and R 325.70017 of the Michigan Administrative code are amended,  
and R 325.70001a is added, and R 325.70017 and R 325.70018 of the Code are rescinded as follows:

PART 554. BLOODBORNE INFECTIOUS DISEASES

Table of Contents:

R 325.70001 Scope.....	1	R 325.70012 HIV and HBV research laboratories and production facilities.....	7
R 325.70001a Referenced standards.....	1	R 325.70013 Vaccinations and postexposure follow-up.....	8
R 325.70002 Definitions.....	1	R 325.70014 Communication of hazards to employees.....	9
R 325.70003 Exposure determination.....	3	R 325.70015 Recordkeeping.....	10
R 325.70004 Exposure control plan.....	3	R 325.70016 Information and training.....	11
R 325.70005 Universal precautions.....	4	Appendix A - Information sheet.....	12
R 325.70006 Engineering controls.....	4	Appendix B - Sample waiver statement when an employee declines the hepatitis b vaccination.....	14
R 325.70007 Work practices.....	4		
R 325.70008 Protective work clothing and equipment.....	5		
R 325.70009 Housekeeping.....	5		
R 325.70010 Regulated waste disposal.....	6		
R 325.70011 Laundry.....	6		

**R 325.70001 Scope.**

**Rule 1.** These rules apply to all employers that have employees with occupational exposure to blood and other potentially infectious material.

**R 325.70001a Referenced standards.**

**Rule 1a.** (1) The following Michigan occupational safety and health standards are referenced in these rules. Up to 5 copies of these standards may be obtained at no charge from the Michigan Department of Licensing and Regulatory Affairs, MIOSHA Regulatory Services Section, 7150 Harris Drive, P.O. Box 30643, Lansing, Michigan 48909-8143, or via the internet at website:

[www.michigan.gov/mioshastandards](http://www.michigan.gov/mioshastandards). For quantities greater than 5, the cost, at the time of adoption of these rules, is 4 cents per page.

(a) Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," R 325.3451 to R 325.3476.

(b) MIOSHA Standard Part 11. "Recording and Reporting of Occupational Injuries and Illnesses," R 408.22101 to R 408.22162.

(2) The appendices to these rules are informational only and are not intended to create any additional obligations or requirements not otherwise imposed by these rules or to detract from any established obligations or requirements.

**R 325.70002 Definitions.**

**Rule 2.** As used in these rules:

(a) "Act" means Michigan occupational safety and health act (MIOSHA), 1974 PA 154, MCL 408.1001 to 408.1094.

(b) "Biologically hazardous conditions" means equipment, containers, rooms, materials, experimental animals, animals infected with HBV or HIV virus, or combinations thereof that contain, or are contaminated with, blood or other potentially infectious material.

(c) "Blood" means human blood, human blood components, and products made from human blood.

(d) "Bloodborne pathogens" means pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

(e) "Clinical laboratory" means a workplace where diagnostic or other screening procedures are performed on blood or other potentially infectious material.

(f) "Contaminated" means the presence or the reasonably anticipated presence of blood or other potentially infectious material on an item or surface.

(g) "Contaminated laundry" means laundry that has been soiled with blood or other potentially infectious materials or that may contain sharps.

(h) "Contaminated sharps" means any contaminated object that can penetrate the skin, including any of the following:

- (i) Needles.
- (ii) Scalpels.
- (iii) Broken glass.
- (iv) Broken capillary tubes.
- (v) Exposed ends of dental wires.

(i) "Decontamination" means the use of physical or chemical means to remove, inactivate, or destroy bloodborne pathogens on a surface or item to the point where they are no longer capable of transmitting infectious particles and the surface or item is rendered safe for handling, use, or disposal.

(j) "Department" means the department of licensing and regulatory affairs.

(k) "Director" means the director of the department or his or her designee.

(l) "Disinfect" means to inactivate virtually all recognized pathogenic microorganisms, but not necessarily all microbial forms, on inanimate objects.

(m) "Engineering controls" means controls, for example, sharps disposal containers, self-sheathing needles, or safer medical devices, such as sharps with engineered sharps injury protections and needleless systems, that isolate or remove the bloodborne pathogen hazard from the workplace.

(n) "Exposure" means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties. "Exposure" does not include incidental exposures that may take place on the job, that are neither reasonably nor routinely expected, and that the worker is not required to incur in the normal course of employment.

(o) "Exposure incident" means a specific eye, mouth, other mucous membrane, nonintact skin, or parenteral contact with blood or other potentially infectious material that results from the performance of an employee's duties.

(p) "Handwashing facilities" means facilities that provide an adequate supply of running, potable water, soap, and single-use towels or an air drying machine.

(q) "Licensed health care professional" means a person whose legally permitted scope of practice allows him or her to independently perform the activities required by R 325.70013 concerning hepatitis B vaccination and post-exposure evaluation and follow-up.

(r) "Needleless systems" means a device that does not use needles for any of the following:

(i) The collection of bodily fluids or withdrawal of body fluids after initial venous or arterial access is established.

(ii) The administration of medication or fluids.

(iii) Any other procedure involving the potential for occupational exposure to bloodborne pathogens due to percutaneous injuries from contaminated sharps.

(s) "Other potentially infectious material" means any of the following:

(i) Any of the following human body fluids:

- (A) Semen.
- (B) Vaginal secretions.
- (C) Amniotic fluid.
- (D) Cerebrospinal fluid.
- (E) Peritoneal fluid.
- (F) Pleural fluid.
- (G) Pericardial fluid.
- (H) Synovial fluid.
- (I) Saliva in dental procedures.
- (J) Any body fluid that is visibly contaminated with blood.

(K) All body fluids in situations where it is difficult or impossible to differentiate between body fluids.

(ii) Any unfixed tissue or organ, other than intact skin, from a living or dead human.

(iii) Cell or tissue cultures that contain HIV, organ cultures, and culture medium or other solutions that contain HIV or HBV; and blood, organs, or other tissues from experimental animals infected with HIV or HBV.

(t) "Parenteral" means exposure occurring as a result of piercing mucous membrane or the skin barrier, such as exposure through subcutaneous, intramuscular, intravenous, or arterial routes resulting from needlesticks, human bites, cuts, and abrasions.

(u) "Personal protective equipment" or "PPE" means specialized clothing or equipment that is worn by an employee to protect him or her from a hazard. General work clothes, such as uniforms, pants, shirts, or blouses, that are not intended to function as protection against a hazard are not considered to be personal protective equipment.



(v) "Production facility" means a facility that is engaged in the industrial-scale, large-volume production of HIV or HBV or in the high-concentration production of HIV or HBV.

(w) "Regulated waste" means any of the following:

(i) Liquid or semiliquid blood or other potentially infectious material.

(ii) Contaminated items that would release blood or other potentially infectious material in a liquid or semiliquid state if compressed.

(iii) Items that are caked with dried blood or other potentially infectious material and that are capable of releasing these materials during handling.

(iv) Contaminated sharps.

(v) Pathological and microbiological waste that contains blood and other potentially infectious material.

(x) "Research laboratory" means a laboratory that produces or uses research laboratory-scale amounts of HIV or HBV. A research laboratory may produce high concentrations of HIV or HBV, but not in the volume found in a production facility.

(y) "Sharps with engineered sharps injury protections" means a nonneedle sharp or a needle device that is used for withdrawing body fluids, accessing a vein or artery, or administering medications or other fluids, and that has a built-in safety feature or mechanism that effectively reduces the risk of an exposure incident.

(z) "Source individual" means any living or dead individual whose blood or other potentially infectious material may be a source of occupational exposure to an employee. Examples of a source individual include all of the following:

(i) A patient of a hospital or clinic.

(ii) A client of an institution for the developmentally disabled.

(iii) A victim of trauma.

(iv) A client of a drug or alcohol treatment facility.

(v) A resident of a hospice or nursing home.

(vi) Human remains.

(vii) An individual who donates or sells his or her blood or blood components.

(aa) "Standard operating procedures (SOPs)" means any of the following that address the performance of work activities so as to reduce the risk of exposure to blood and other potentially infectious material:

(i) Written policies.

(ii) Written procedures.

(iii) Written directives.

(iv) Written standards of practice.

(v) Written protocols.

(vi) Written systems of practice.

(vii) Elements of an infection control program.

(bb) "Sterilize" means the use of a physical or chemical procedure to destroy all microbial life, including highly resistant bacterial endospores.

(cc) "Universal precautions" means a method of infection control that treats all human blood and other potentially infectious material as capable of transmitting HIV, HBV, and other bloodborne pathogens.

(dd) "Work practices" means controls that reduce the likelihood of exposure to bloodborne pathogens by altering the manner in which a task is performed.

#### **R 325.70003 Exposure determination.**

**Rule 3.** (1) An employer shall evaluate routine and reasonably anticipated tasks and procedures to determine whether there is actual or reasonably anticipated employee exposure to blood or other potentially infectious material. Based on this evaluation, an employer shall categorize all employees into category A or B as follows:

(a) Category A consists of occupations that require procedures or other occupation-related tasks that involve exposure or reasonably anticipated exposure to blood or other potentially infectious material or that involve a likelihood for spills or splashes of blood or other potentially infectious material. This includes procedures or tasks conducted in nonroutine situations as a condition of employment.

(b) Category B consists of occupations that do not require tasks that involve exposure to blood or other potentially infectious material on a routine or nonroutine basis as a condition of employment. Employees in occupations in this category do not perform or assist in emergency medical care or first aid and are not reasonably anticipated to be exposed in any other way.

(2) An exposure determination shall be made without regard to the use of personal protective clothing and equipment.

(3) An employer shall maintain a list of all job classifications that are determined to be category A.

#### **R 325.70004 Exposure control plan.**

**Rule 4.** (a) If an employee is determined to be in category A, then an employer shall establish a written exposure control plan to minimize or eliminate employee exposure.

(b) An exposure control plan shall contain all of the following information:

(i) The exposure determination required by R 325.70003(1).

(ii) The schedule and method of implementation for each applicable rule.

(iii) The contents or a summary of the training program required by R 325.70016.

(iv) The procedures for the evaluation of circumstances surrounding exposure incidents as required by R 325.70013(5).

(v) Task-specific standard operating procedures (SOPs) that address all of the following areas:

(A) Employee recognition of reasonably anticipated exposure to blood and other potentially infectious material.

(B) Appropriate selection, use, maintenance, and disposal of personal protective equipment.

(C) Contingency plans for foreseeable circumstances that prevent following the recommended SOPs.

(c) General employer policies or task-specific SOPs shall address the management of inadvertent exposures such as needlesticks or mucus membrane exposures.

(d) The exposure control plan shall be reviewed at least annually and updated as necessary. A review shall consider changes in employees' tasks and procedures and the latest information from the centers for disease control or the department. See appendix A for addresses of these agencies. The review and update of the exposure control plans shall comply with both of the following provisions:

(i) Reflect changes in technology that eliminate or reduce exposure to bloodborne pathogens.

(ii) Document annually consideration and implementation of appropriate commercially available and effective safer medical devices designed to eliminate or minimize occupational exposure.

(e) An employer shall ensure that only a person who has knowledge of applicable control practices is authorized to write and to review an exposure control plan.

(f) An employer shall ensure that the exposure control plan is made available to the director or a representative of the director for examination and copying upon request.

(g) An employer shall ensure that a copy of the exposure control plan is accessible to category A employees in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(h) An employer who is required to establish an exposure control plan shall solicit input from non-managerial employees responsible for direct patient care who are potentially exposed to injuries from contaminated sharps in the identification, evaluation, and selection of effective engineering and work practice controls and shall document the solicitation in the exposure control plan.

#### **R 325.70005 Universal precautions.**

**Rule 5.** Universal precautions shall be observed to prevent contact with blood and other potentially infectious materials. If differentiation between body fluid types is difficult or impossible, all body fluids shall be considered potentially infectious materials.

#### **R 325.70006 Engineering controls.**

**Rule 6.** (1) Engineering controls shall be used in combination with work practice controls to minimize or eliminate employee exposure to blood and other potentially infectious material. Where exposure remains after use of engineering and work practice controls, personal protective equipment shall also be used.

(2) Engineering controls shall be examined and maintained or replaced on a regular schedule to ensure their effectiveness.

(3) An employer shall provide hand-washing facilities which are readily accessible to employees. When provision of hand-washing facilities is not feasible, an employer shall provide an appropriate antiseptic hand cleanser with clean cloth or paper towels or antiseptic towelettes.

#### **R 325.70007 Work practices.**

**Rule 7.** At a minimum, work practices shall ensure all of the following:

(a) All personal protective equipment shall be removed before leaving the work area and shall be placed in an appropriately designated area or container for storage, washing, decontamination, or disposal.

(b) If a garment is penetrated by blood or other potentially infectious materials, the garment shall be removed immediately or as soon as feasible.

(c) Employers shall provide handwashing facilities that are readily accessible to employees. When provision of handwashing facilities is not feasible, the employer shall provide either an appropriate antiseptic hand cleanser in conjunction with clean cloth/paper towels or antiseptic towelettes. When antiseptic hand cleansers or towelettes are used, employees shall wash hands with soap and running water as soon as feasible.

(d) Employers shall ensure that employees wash their hands immediately or as soon as feasible after removal of gloves or other personal protective equipment.

(e) Employers shall ensure that employees wash hands and any other skin with soap and water, or flush mucous membranes with water immediately or as soon as feasible following contact of such body areas with blood or other potentially infectious materials.

(f) Used needles and other contaminated sharps shall not be sheared, bent, or broken and shall not be recapped or resheathed where other disposal methods are practical. Used needles and other sharps shall not be recapped, resheathed, or removed unless the employer can demonstrate that no alternative is feasible or that such action is required by a specific medical procedure. Needle recapping or removal shall be accomplished by use of a mechanical device or a 1-handed technique. The disposal of needles and sharps shall be accomplished in accordance with the provisions of R 325.70010.

(g) Eating, drinking, smoking, applying cosmetics or lip balm, or handling contact lenses is prohibited in laboratories and other work areas where there is a reasonable likelihood of exposure.

(h) Food and drink shall not be stored in refrigerators, freezers, shelves, cabinets, or on countertops or benchtops where blood or other potentially infectious material is present or in other areas of possible contamination.

(i) All procedures that involve blood or other potentially infectious material shall be performed in a manner that minimizes splashing, spraying, and aerosolization of blood or other potentially infectious material.

(j) Mouth pipetting or suctioning is prohibited.



**R 325.70008 Protective work clothing and equipment.**

**Rule 8.** An employer shall provide protective work clothing and equipment used in the following:

(a) When there is occupational exposure, an employer shall provide, at no cost to the employee, and assure that an employee uses, appropriate personal protective clothing and equipment, such as any of the following:

- (i) Gloves.
- (ii) Gowns.
- (iii) Fluid-proof aprons.
- (iv) Laboratory coats.
- (v) Head and foot coverings.
- (vi) Faceshields or mask and eye protection.
- (vii) Mouthpieces.
- (viii) Resuscitation bags.
- (ix) Pocket masks.
- (x) Other ventilation devices.

Personal protective equipment is appropriate only if it does not permit blood or other potentially infectious material to pass through to or reach the employee's work clothes, street clothes, undergarments, skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration of time that the protective equipment is used.

(b) An employer shall ensure that an employee uses appropriate personal protective equipment unless the employer shows that the employee temporarily and briefly declined to use PPE when, under rare and extraordinary circumstances, it was the employee's professional judgment that in the specific instance the use of PPE would have prevented the delivery of health care or public safety services or would have posed an increased hazard to the safety of the worker or coworker. When the employee makes this judgment, the circumstances shall be investigated and documented to determine if changes can be made to prevent future occurrences.

(c) An employer shall assure that appropriate protective equipment and clothing in the appropriate sizes are readily accessible at the worksite or issued to employees at no cost to the employees. Hypoallergenic gloves, glove liners, powderless gloves, or other similar alternatives shall be readily accessible to employees who are allergic to the gloves normally provided. See appendix A for more information.

(d) An employer shall provide for the cleaning, laundering, or disposing of protective clothing and equipment required by this rule.

(e) An employer shall repair or replace required protective clothing and equipment as needed to maintain their effectiveness.

(f) An employee shall wear gloves if there is a reasonable anticipation of direct skin contact with blood, other potentially infectious material, mucous membranes, or nonintact skin of patients; when performing vascular access procedures, except as specified in subdivision (g) of this subrule; and when handling items or surfaces that are soiled with blood or other potentially infectious material.

Disposable (single-use) gloves, such as surgical or examination gloves, shall be replaced as soon as practical if contaminated or as soon as feasible if torn, punctured, or ineffective as barriers. Disposable gloves shall not be washed or decontaminated for reuse. Utility gloves shall be discarded if any are cracked, peeling, discolored, torn, or punctured or exhibit other signs of deterioration, but may be decontaminated for reuse if the integrity of the glove is maintained.

(g) If an employer of a volunteer blood donation center judges that routine gloving for all phlebotomies is not necessary, the employer shall do all of the following:

- (i) Periodically reevaluate this policy.
- (ii) Make appropriate gloves available to all employees who wish to use them for phlebotomy.
- (iii) Not discourage the use of gloves for phlebotomy.
- (iv) Require that gloves be used for phlebotomy in the following circumstances:

(A) When the employee has cuts, scratches, or other breaks in the skin on his or her hands or wrists.

(B) When the employee judges that hand contamination with blood may occur, for example, when performing phlebotomy on an uncooperative patient.

(C) When the employee is receiving training in phlebotomy.

(h) Employees shall wear masks and eye protection or chin-length face shields as appropriate if splashes, sprays, spatters, droplets, or aerosols of blood or other potentially infectious material may be generated and if there is a likelihood for eye, nose, or mouth contamination.

(i) Employees shall wear gowns, lab coats, aprons, clinic jackets, or similar outer garments where appropriate if there is a reasonably anticipated exposure. Such clothing shall protect all areas of exposed skin that have a significant likelihood for contamination. The type of characteristics will depend upon the task and degree of exposure anticipated.

(j) Employees shall wear surgical caps or hoods and shoe covers or boots where appropriate if there is a reasonable anticipation of gross contamination, for example, in autopsies and orthopedic surgery.

**R 325.70009 Housekeeping.**

**Rule 9.** (1) An employer shall assure that the worksite is maintained in a clean and sanitary condition. An employer shall determine and implement an appropriate written schedule for cleaning and for the method of decontamination based on all of the following:

- (a) The location within a facility.
- (b) The type of surface to be cleaned.
- (c) The type of soil present.
- (d) The tasks or procedures being performed.

(2) All equipment and environmental and working surfaces shall be maintained in a sanitary condition as follows:

(a) Work surfaces shall be cleaned and appropriately decontaminated with an appropriate disinfectant in all of the following instances:

- (i) After completion of procedures.
- (ii) When surfaces are overtly contaminated.
- (iii) Immediately when blood or other potentially infectious material is spilled.

(iv) At the end of the work shift if the surface may have become contaminated since the last cleaning. See appendix A for supplemental information.

(b) Protective coverings such as plastic wrap, aluminum foil, or plastic-backed, absorbent paper may be used to cover equipment and environmental surfaces. These coverings shall be removed and replaced at the end of the work shift if contaminated or as soon as feasible when they become overly contaminated.

(c) Equipment that may become contaminated with blood or other potentially infectious material shall be examined before servicing or shipping and shall be decontaminated as necessary unless the employer can demonstrate that decontamination is not feasible. If decontamination is not feasible, the employer shall ensure that a readily observable label which states the portions of the equipment that remain contaminated and that is in compliance with R 325.70014(2)(h) is attached to the equipment. The employer shall ensure that all affected employees, the servicing representative, or the manufacturer, as appropriate, is notified that equipment decontamination is not feasible and is notified of the portions of the equipment that remain contaminated before handling, servicing, or shipping so that appropriate precautions will be taken.

(d) All bins, pails, cans, and similar receptacles that are intended for reuse and that have a reasonable likelihood for becoming contaminated with blood and other potentially infectious material shall be inspected and decontaminated on a regularly scheduled basis and shall be cleaned and decontaminated immediately, or as soon as possible, upon visible contamination.

(e) Broken glassware that may be contaminated shall not be picked up directly with the hands. It shall be cleaned up using mechanical means, such as a brush and dust pan, tongs, cotton swabs, or forceps.

(f) Specimens of blood or other potentially infectious material shall be placed in a closable leakproof container during collection, handling, processing, storing, transporting, or shipping. If contamination of the outside of a primary container is likely, a second leakproof container shall be placed over the outside of the first and closed to prevent leakage during handling, processing, storing, transporting, or shipping. If puncture of the primary container is likely, then the primary container shall be placed within a leakproof, puncture-resistant secondary container. All containers shall be labeled or color-coded in accordance of R 325.70014.

(g) Reusable sharps that are contaminated with blood or other potentially infectious materials shall not be stored or processed in a manner that requires employees to reach by hand into the containers where these sharps have been placed.

#### **R 325.70010 Regulated waste disposal.**

**Rule 10.** (1) All regulated waste that is being disposed of shall be placed in closable, leakproof containers or bags that are color-coded or labeled as required by the provisions of R 325.70014. If outside contamination of the container or bag is likely to occur, then a second leakproof container or bag that is closable and labeled or color-coded shall be placed over the outside of the first and closed to prevent leakage during handling, storage, and transport.

(2) Immediately after use, contaminated sharps shall be disposed of in closable, leakproof, puncture-resistant, disposable containers that are labeled or color-coded according to the provisions of R 325.70014. These containers shall be easily accessible to personnel; shall be located in the immediate area of use or where sharps are likely to be found, unless needles are mechanically recapped and transported through nonpublic corridors to the container; and shall be replaced routinely and not allowed to overfill.

(3) The disposal of all medical waste shall be in compliance with the provisions of sections 13801 to 13831 of Act No. 368 of the Public Acts of 1978, as amended, being §§333.13801 to 333.13831 of the Michigan Compiled Laws, and known as the medical waste regulatory act.

#### **R 325.70011 Laundry.**

**Rule 11.** (1) Laundry that is or may be soiled with blood or other potentially infectious material or that may contain contaminated sharps shall be treated as if it were contaminated and shall be handled as little as possible with a minimum of agitation.

(2) Contaminated laundry shall be bagged at the location where it was used and shall not be sorted or rinsed in areas where patients are cared for.

(3) Contaminated laundry shall be placed and transported in bags or containers labeled or color-coded in accordance with R 325.70014. If laundry is wet and presents the likelihood for soaking through or leaking from the bag, it shall be placed and transported in leakproof bags.

(4) An employer shall ensure that laundry workers wear protective gloves and other appropriate personal protective work clothing while handling contaminated laundry.

(5) When an employer follows universal precautions in the handling of all soiled laundry, alternative labeling or color coding is sufficient if it permits all employees to recognize the containers that are required to be in compliance with universal precautions.



(6) When an employer ships contaminated laundry off-site to a facility that does not use universal precautions in the handling of all laundry, the shipping employer shall use bags or containers that are labeled or color-coded in accordance with R 325.70014.

**R 325.70012 HIV and HBV research laboratories and production facilities.**

**Rule 12.** (1) This rule applies to research laboratories and production facilities that are engaged in the culture, production, concentration, experimentation, and manipulation of HIV and HBV. This rule applies to such laboratories and facilities in addition to the other requirements of these rules. This rule does not apply to clinical or diagnostic laboratories that are engaged solely in the analysis of blood, tissues, or organs.

(2) Research laboratories and production facilities shall be in compliance with all of the following requirements:

(a) All infectious liquid or solid waste shall be incinerated or decontaminated by a method known to effectively destroy bloodborne pathogens before being disposed of.

(b) Laboratory doors shall be kept closed when work involving HIV or HBV is in progress.

(c) Contaminated materials that are to be decontaminated at a site away from the work area shall be placed in a durable, leakproof, labeled or color-coded container that is closed before being removed from the work area.

(d) Access to the work area shall be limited to authorized persons only. Written policies and procedures shall be established whereby only persons who have been advised of the biohazard, who meet any specific entry requirements, and who comply with all entry and exit procedures shall be allowed to enter the work areas and animal rooms.

(e) When other potentially infectious material or infected animals are present in the work area or containment module, a hazard warning sign that incorporates the universal biohazard symbol shall be posted on all access doors. The hazard warning sign shall be in compliance with the provisions of R 325.70014(1).

(f) All activities that involve other potentially infectious material shall be conducted in biological safety cabinets or other physical containment devices within the containment module. Work with such material shall not be conducted on the open bench.

(g) Laboratory coats, gowns, smocks, uniforms, or other appropriate protective clothing shall be used in the work area and animal rooms. Protective clothing shall not be worn outside of the work area and shall be decontaminated before being laundered.

(h) Special care shall be taken to avoid skin contamination with other potentially infectious materials. Gloves shall be worn when handling infected animals and when making contact with other potentially infectious materials is unavoidable.

(i) All waste from work areas, including animal rooms, shall be incinerated or decontaminated by a method known to effectively destroy bloodborne pathogens before disposal.

(j) Vacuum lines shall be protected with high-efficiency particulate air (HEPA) filters, or equivalent filters, and liquid disinfectant traps. Filters and traps shall be checked routinely and maintained or replaced as necessary.

(k) Hypodermic needles, syringes, and other sharp instruments shall be used only when a safer alternate technique is not feasible. Only needle-locking syringes or disposable syringe with needle units that have a needle as an integral part of the syringe shall be used for the injection or aspiration of other potentially infectious material. Extreme caution shall be used when handling needles and syringes to avoid autoinoculation and the generation of aerosols during use and disposal. A needle shall not be bent, sheared, replaced in the sheath or guard, or removed from the syringe after being used. The needle and syringe shall be promptly placed in a puncture-resistant container and decontaminated, preferably by autoclaving, before being discarded or reused.

(l) A spill or accident that results in an exposure incident shall be immediately reported to the laboratory director or another responsible person. Spills shall immediately be contained and cleaned up by appropriate professional staff who are trained and equipped to work with potentially concentrated infectious material.

(m) A biosafety manual shall be prepared or adopted and reviewed and updated at least annually. Personnel shall be advised of potential hazards and shall be required to read and follow instructions on practices and procedures.

(n) Both of the following containment equipment requirements shall be complied with:

(i) Class I, II, or III certified biological safety cabinets or other appropriate combinations of personal protection or physical containment devices, such as any of the following, shall be used for all activities with other potentially infectious material that poses a threat of exposure to droplets, splashes, spills, or aerosols:

- (A) Special protective clothing.
- (B) Respirators.
- (C) Centrifuge safety cups.
- (D) Sealed centrifuge rotors.
- (E) Containment caging for animals.

(ii) Biological safety cabinets shall be certified when installed, at least annually, and when they are relocated.

(3) HIV and HBV research laboratories shall be in compliance with both of the following requirements:

(a) Each laboratory shall contain a sink for washing hands and an eye wash station that are readily available in the work area.

(b) An autoclave for the decontamination of regulated wastes shall be available.



(4) HIV and HBV production facilities shall be in compliance with all of the following requirements:

(a) The work areas shall be separated from areas that are open to an unrestricted traffic flow within the building. Passage through 2 sets of doors shall be the basic requirement for entry into the work area from access corridors or other contiguous areas. Physical separation of the high-containment work area from access corridors or other areas or activities may also be provided by a double-doored room for changing clothes, an airlock, or other access facility that requires passing through 2 sets of doors before entering the work area. Showers may be included as part of the changing room.

(b) The interior surfaces of walls, floors, and ceilings shall be water-resistant so that they can be easily cleaned. Penetrations in these surfaces shall be sealed or capable of being sealed to facilitate decontamination of the work area.

(c) Each work area shall contain a sink for washing hands. The sink shall be foot-operated, elbow operated, or automatically operated and shall be located near the exit door of the work area.

(d) Access doors to the work area or containment module shall be self-closing.

(e) An autoclave for the decontamination of infectious wastes shall be available within, or as near as possible to, the work area.

(f) A ducted exhaust air ventilation system shall be provided. This system shall create directional airflow that draws air into the work area through the entry area. The exhaust air shall not be recirculated to any other area of the building, shall be discharged to the outside, and shall be dispersed away from occupied areas and air intakes. The proper direction of the airflow into the work area shall be verified.

(5) Additional training requirements for employees in HIV and HBV research laboratories and HIV and HBV production facilities are specified in R 325.70016(6).

#### **R 325.70013 Vaccinations and postexposure follow-up.**

Rule 13. (1) An employer shall assure that all medical evaluations are procedures that are performed by or under the supervision of a licensed physician or other licensed health care professional and that all laboratory tests are conducted by an accredited laboratory.

(2) An employer shall assure that all evaluations, procedures, vaccinations, and postexposure prophylaxes are provided without cost to the employee, at a reasonable time and place, and according to current recommendations of the United States public health service, unless in conflict with this rule.

(3) An employer shall assure that all employees will receive appropriate counseling with regard to medical risks and benefits before undergoing any evaluations, procedures, vaccinations, or postexposure prophylaxes.

(4) Within 10 working days of the time of initial assignment and after the employee has received training required by R 325.70016(5)(i), an employer shall make all of the following available to each category A employee:

(a) A hepatitis B vaccination. If an employee initially declines vaccination, but at a later date, while still covered under these rules, decides to accept the HBV vaccine, the employer shall provide the vaccine at that time. If a booster dose or doses are recommended by the United States public health service at a future date, the booster dose or doses shall be made available.

(b) If an employee has previously received the complete HBV vaccination series, is found to be immune to HBV by virtue of adequate antibody titer, or the vaccine is contraindicated for medical reasons, then the employer is not required to offer the HBV vaccine to that employee.

(c) An employer shall not make participation in a prescreening program a prerequisite for receiving hepatitis B vaccination.

(d) An employer shall assure that an employee who declines to accept hepatitis B vaccination signs a waiver statement with all of the following provisions:

(i) Understanding of risk.

(ii) Acknowledgment of opportunity of vaccination at no cost.

(iii) Declining vaccination.

(iv) Future availability of vaccination at no cost if desired, if still in at-risk status. See appendix B for a sample of an acceptable waiver statement.

(5) An employer shall provide each exposed employee with an opportunity to have a confidential medical evaluation and follow-up subsequent to a reported occupational exposure incident to blood or other potentially infectious material. The evaluation and follow-up shall include, at a minimum, all of the following elements:

(a) Documentation of the route or routes of exposure and the circumstances under which the exposure incident occurred.

(b) Identification and documentation of the source individual, unless the employer can establish that identification is infeasible or prohibited by state or local law, shall include all of the following:

(i) The source individual's blood shall be tested as soon as feasible and after consent is obtained to determine HBV and HIV infectivity. If consent is not obtained, the employer shall establish that legally required consent cannot be obtained. If the source individual's consent is not required by law, his or her blood, if available, shall be tested and the results documented.

(ii) If the source individual is already known to be infected with HBV or HIV, testing need not be repeated.

(iii) Results of the source individual's testing shall be made available to the exposed employee, and the employee shall be informed of applicable laws and regulations concerning disclosure of the identity and infectious status of the source individual.

(c) Collection and testing of blood or HBV and HIV serological status shall include both of the following:

(i) The exposed employee's blood shall be collected as soon as feasible and tested after consent is obtained.

(ii) If the exposed employee consents to baseline blood collection, but not to HIV testing at that time, the sample shall be preserved for not less than 90 days. If within the 90 days the employee elects to have the baseline sample tested, such testing shall be done as soon as feasible.

(d) Postexposure prophylaxis, when medically indicated, as recommended by the United States public health service.

(e) Counseling on risk reduction and the risks and benefits of HIV testing in accordance with state law.

(f) Evaluation of reported illnesses.

(6) An employer shall ensure that the health care professional who is responsible for the hepatitis B Vaccination is provided with a copy of these rules and appendices. An employer shall ensure that the health care professional who evaluates an employee after an exposure incident is provided with all of the following information:

(a) A description of the affected employee's duties as they relate to the employee's exposure incident.

(b) Documentation of the route or routes of exposure and the circumstances under which exposure occurred.

(c) Results of the source individual's blood testing, if available.

(d) All medical records that are relevant to the appropriate treatment of the employee, including vaccination status, and that are the employer's responsibility to maintain.

(7) For each evaluation pursuant to the provisions of this rule, an employer shall obtain, and provide an employee with a copy of, the evaluating health care professional's written opinion within 15 working days of the completion of the evaluation. The written opinion shall be limited to the following information:

(a) Whether hepatitis B vaccination is indicated for an employee and if the employee has received such vaccination.

(b) A statement that the employee has been informed of the results of the medical evaluation and that the employee has been told about any medical conditions that have resulted from exposure to blood or other potentially infectious material and that require further evaluation or treatment. The written opinion obtained by the employer shall not reveal specific findings or diagnoses that are unrelated to the employee's ability to wear protective clothing and equipment or receive vaccinations. Such findings and diagnoses shall remain confidential.

(8) Medical records that are required by these rules shall be maintained in accordance with R 325.70015.

#### **R 325.70014 Communication of hazards to employees.**

**Rule 14.** (1) An employer shall post signs at the entrance to work areas specified in R 325.70012. The signs shall bear the following legend:

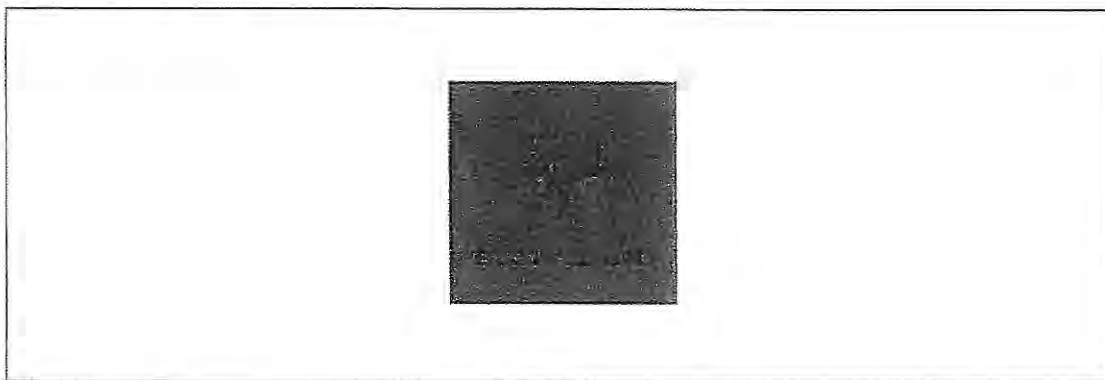

[Name of infectious agent]
[Special requirements for entering the area]
[Name and telephone number of the laboratory director or other responsible person]

These signs shall be fluorescent orange-red with lettering and symbols in a contrasting color.

(2) Labels shall be in compliance with all of the following requirements:

(a) Warning labels shall be affixed to containers of regulated waste, refrigerators and freezers that contain blood or other potentially infectious material, and other containers that are used to store or transport blood or other potentially infectious material, except as provided in subdivision (e) or (f) of this subrule.

(b) Labels that are required pursuant to this rule shall include the follow legend:



(c) Labels shall be fluorescent orange or orange-red or predominately orange or orange-red, with lettering or symbols in a contrasting color.

(d) Labels shall either be an integral part of the container or shall be affixed as close as safely possible to the container by string, wire, or adhesive or by another method that prevents the loss of labels or the unintentional removal of labels.

(e) Red bags or red containers may be substituted for labels.

(f) Containers of blood, blood components, or blood products that are labeled as to their contents and that have been released for transfusion or other clinical use are exempted from the labeling requirements of this rule.

(g) Individual containers of blood or other potentially infectious materials that are placed in a labeled container during storage, transport, shipment, or disposal are exempted from labeling requirements.

(h) Labels required for contaminated equipment shall be in accordance this subrule and shall also describe which portions of the equipment remain contaminated.

(i) Regulated waste that has been decontaminated need not be labeled or color-coded.

#### **R 325.70015 Recordkeeping.**

**Rule 15.** (1) An employer shall establish and maintain medical records for each category A employee in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(2) An employer shall ensure that medical records contain, at a minimum, all of the following information:

(a) The name and social security number of the employee.

(b) A copy of the employee's hepatitis B vaccination status, including the dates administered and medical records relating to the employee's ability to receive a vaccination as required by R 325.70013.

(c) A copy of all results of examinations, medical testing, and follow-up procedures as required by R 325.70013.

(d) The employer's copy of the physician's written opinion.

(e) A copy of the information provided to the physician as required by R 325.70013(6).

(3) An employer shall assure that employee medical records that are required by this rule are kept confidential and are not disclosed or reported without the employee's express written consent to any person within or outside the workplace, except as required by this rule or as may be required or permitted by law.

(4) An employer shall maintain employee medical records for not less than the duration of employment plus 30 years in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(5) An employer shall develop and maintain training records for each category A employee. Training records shall be maintained for 3 years beyond the date that the training occurred.

(6) Training records shall include all of the following information:

(a) The dates of the training sessions.

(b) The contents or a summary of the training sessions.

(c) The names and qualifications of persons who conduct the training.

(d) The names and job titles of all persons who attend the training sessions.

(7) An employer shall assure that all records that are required to be maintained by these rules shall be made available, upon request, to representatives of the department or the director for examination and copying.

(8) An employer shall ensure that employee training records are provided, upon request, for examination and copying to employees, employee representatives, and the director in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.



(9) An employer shall ensure that employee medical records are provided, upon request, for examination and copying to the subject employee, to anyone who has the written consent of the subject employee, and to the director in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(10) An employer shall comply with the requirements that involve the transfer of records in Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(11) All of the following provisions apply to a sharps injury log:

(a) An employer shall establish and maintain a sharps injury log for the recording of percutaneous injuries from contaminated sharps. The information in the sharps injury log shall be recorded and maintained in a manner that protects the confidentiality of the injured employee. At a minimum, a sharps injury log shall contain all of the following information:

(i) The type and brand of device involved in the incident.

(ii) The work unit or work area where the exposure incident occurred.

(iii) An explanation of how the incident occurred.

(b) The requirement to establish and maintain a sharps injury log applies to any employer who is required to maintain a log of occupational injuries and illnesses as prescribed in MIOSHA Standard Part 11, "Recording and Reporting of Occupational Injuries and Illnesses," as referenced in R 325.70001a.

(c) A sharps injury log shall be maintained for the period required as prescribed in MIOSHA Standard Part 11, "Recording and Reporting of Occupational Injuries and Illnesses," as referenced in R 325.70001a.

#### **R 325.70016 Information and training.**

**Rule 16.** (1) An employer shall ensure that all category A employees participate in a training program provided at no cost to the employees and during working hours.

(2) Training shall be provided at the time of initial assignment to category A work or within 90 days after the effective date of these rules, whichever is later, and at least annually thereafter. If an employee has received training on bloodborne pathogens in the year preceding the effective date of these rules, only training with respect to requirements of this rule that were not included in the previous training need to be provided.

(3) An employer shall provide additional training when changes, such as the modification of tasks or procedures or the institution of new tasks or procedures, affect an employee's occupational exposure. The additional training may be limited to addressing the new exposures created.

(4) Material appropriate in content and vocabulary to the educational level, literacy, and language background of employees shall be used.

(5) The training program shall contain all of the following elements:

(a) Accessibility of the copy of these rules and an explanation of the contents of these rules, including appendices.

(b) A general explanation of the epidemiology and symptoms of bloodborne diseases.

(c) An explanation of the modes of transmission of bloodborne pathogens.

(d) An explanation of the employer's exposure control plan, including the standard operating procedures, and how an employee can access the written plan.

(e) An explanation of the appropriate methods for recognizing tasks and other activities that may involve exposure to blood and other potentially infectious material.

(f) An explanation of the use and limitations of practices that will prevent or reduce exposure, including appropriate engineering controls, work practices, and personal protective equipment.

(g) Information on all of the following with respect to personal protective clothing and equipment:

(i) Types.

(ii) Proper use.

(iii) Limitations.

(iv) Location.

(v) Removal.

(vi) Handling.

(vii) Decontamination.

(viii) Disposal.

(h) An explanation of the basis for selecting protective clothing and equipment.

(i) Information on the hepatitis B vaccine and postexposure prophylaxis, including all of the following information:

(i) Availability.

(ii) Efficacy.

(iii) Safety.

(iv) The benefits of being vaccinated.

(v) Method of administration.

(vi) That vaccination is free of charge.

(j) Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious material.

(k) An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident, and the medical follow-up and counseling that will be made available.

(l) An explanation of the signs and labels or color coding required by R 325.70014.

(6) Employees in HIV or HBV research laboratories and HIV/HBV production facilities shall receive the following initial training in addition to the training requirements specified in subrule (5) of this rule:

(a) Employees shall be trained in, and demonstrate proficiency in, standard microbiological practices and techniques and in the practices and operations specific to the facility before being allowed to work with HIV and HBV.

(b) Employees shall be experienced in the handling of human pathogens or tissue cultures before working with HIV and HBV.

(c) A training program shall be provided to employees who have not had experience in handling human pathogens. Initial work activities shall not include the handling of infectious agents. A progression of work activities shall be assigned as techniques are learned and proficiency is developed. An employee shall participate in work activities that involve infectious agents only after proficiency has been demonstrated.

(7) Training shall be conducted in the following manner:

(a) At the time of initial assignment to tasks where occupational exposure may take place and at least annually thereafter.

(b) Training sessions shall afford employees ample opportunity for discussion and the answering of questions by a knowledgeable trainer.

(c) The person conducting the training shall be knowledgeable in the subject matter covered by the elements contained in the training program as it relates to the workplace that the training will address.

R 325.70017 Rescinded.

R 325.70018 Rescinded.

## APPENDIX A INFORMATION SHEET

### Occupations with Potential for Exposure

The hazard of exposure to infectious materials affects employees in many types of employment and is not restricted to the healthcare industry. In the list below are a number of job classifications that may be associated with tasks that have occupational exposure to blood and other potentially infectious materials. The scope of the standard is not limited to employees in these jobs. At the same time, employees in the following jobs are not automatically covered unless they have reasonably anticipated occupational exposure:

Barbers  
Beauticians  
Chiropractors  
Correctional officers  
Day care center workers  
Dental care workers  
Dentists  
Dialysis personnel  
Emergency medical technicians  
Fire fighters  
Foster home workers  
Health care facility support staff  
Housekeepers  
Institutional home workers  
Janitors  
Laboratory workers  
Laundry workers

Law enforcement employees assigned to provide  
emergency first aid  
Maintenance workers  
Medical assistants  
Medical health residential workers  
Morticians  
Nursing personnel (professional and  
nonprofessional)  
Optometrists  
Paramedics  
Phlebotomists  
Physician assistants  
Physicians  
Plumbers  
Podiatrists  
Police officers  
Tattooists



## Addresses

### Centers for Disease Control CDC and Michigan Department of Licensing and Regulatory Affairs

For current guidelines, contact:

National Prevention Information Network  
P.O. Box 6003  
Rockville, Maryland 20850  
Phone: 1-800-458-5231  
Internet Address: [www.cdcnpi.org](http://www.cdcnpi.org)  
E-mail Address: [info@cdcnpin.org](mailto:info@cdcnpin.org)

and

Michigan Department of Licensing and Regulatory Affairs  
General Industry Safety & Health Division  
P.O. Box 30644  
Lansing, Michigan 48909-8144  
Phone: (517) 322-1831  
Internet Address: [www.michigan/miosha](http://www.michigan/miosha)

## Engineering Controls

Engineering controls including ventilation systems and enclosures such as glove boxes, ventilation cabinets, laboratory hoods and tight fitting lids SHOULD be used to effectively isolate and contain splatters, splashes, mists and aerosols of blood, and other potentially infectious material generated from tissue homogenizers, sonicators, vortex mixers, centrifuges and other items capable of generating splashes, splatters, mists and aerosols. Engineering controls such as self-retracting needles, self-sealing capillary tubes and break resistant tubes should be used to prevent contact with blood or other potentially infectious material.

## Disinfectants

Appropriate disinfectants for hospital cleaning including sodium hypochlorite diluted between 1:10 and 1:100 with water or other equally effective disinfectant. Antiseptics available and safe for hands include alcoholic foam cleansers, disposable alcoholic tissue wipes, or even washcloths soaked with 70-90% alcohol. It should be noted that waterless antiseptics are most effective in the absence of gross soil.

## Occupations Requiring Tear and Puncture Resistant Gloves

Some occupations which may require tear and puncture resistant gloves are morticians, pathologists, mortuary workers, emergency medical technicians, corrections officers, fire fighters, police officers and other law enforcement occupations.

## Gloves

Hypoallergenic gloves may include latex but should not be limited to latex and the new improved glove types (such as vinyl) may be available on the market in the future.

Inappropriate "baggy" gloves, for example, as used by bakers, etc., are not meant for contact with blood of the potentially infectious material.

## APPENDIX B

### SAMPLE WAIVER STATEMENT WHEN AN EMPLOYEE DECLINES THE HEPATITIS B VACCINATION

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Employee Name (print): \_\_\_\_\_

Employee Signature: \_\_\_\_\_

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



Michigan Occupational Safety and Health Administration  
PO Box 30643  
Lansing, Michigan 48909-8143  
Ph: 517-284-7740

The Department of Licensing and Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.



## Part 554 Bloodborne Infectious Diseases Standard Requirements for Training

Initial and annual training is required for all part-time, temporary and full-time employees exposed to blood or other potentially infectious material. Requirements for this training are delineated in the bloodborne infectious diseases rules and are discussed below.

First, training must be conducted at the time of initial assignment or prior to any exposure. If new or revised tasks or procedures are instituted at a future date, then additional training must be given prior to their implementation.

### **Trainer Qualifications**

The person conducting the training must be knowledgeable in the subject matter. In addition to demonstrating expertise in the area of occupational health and the transmission of bloodborne pathogens, the trainer must be familiar with the manner in which the elements in the training program relate to the particular workplace. Specialized courses or degree programs would aid in certifying the trainer's knowledge. Persons with strong medical backgrounds such as healthcare professionals (i.e., nurses, physicians and their assistants, infection control practitioners, emergency medical technicians, dental professionals, industrial hygienists and epidemiologists) are good candidates for trainers as long as they are knowledgeable in the subject matter.

A question and answer period must be provided in the training session. The trainer must present the training in a manner appropriate to the employee's educational, literacy and language background so that the employee understands the training.

### **Training Content**

In addition to the above requirements for training, the content of the training program is regulated. An overview of the bloodborne infectious diseases rules is required. A basic understanding of the reasons for the rules including an explanation of the epidemiology and symptoms of bloodborne disease and their modes of transmission is required. Current statistics regarding the epidemiology of the bloodborne pathogens can be requested from the Communicable Disease Epidemiology Division, Michigan Department of Community Health, P.O. Box 30035, 3500 North Martin Luther King, Jr., Boulevard, Lansing, Michigan 48909 or call (517)335-8165.

The trainer should present information on the more common bloodborne diseases including hepatitis B, AIDS, hepatitis C and syphilis. The modes of transmission should include both those common to the workplace (i.e., needle punctures, contact with non-intact skin, splashes and splatters into the eyes, nose or mouth) and personal risk factors (i.e. sexual activity and intravenous drug abuse). The employee must be trained to recognize those work tasks which



could result in exposure such as tasks which result in direct contact with street clothing or skin, or result in splashing and splattering into the eyes, nose or mouth.

To minimize exposure, employers must include non-managerial, exposed employees in the identification, selection and evaluation of appropriate, commercially available and effective safer medical devices. Effective training on new techniques and practices regarding the selected safer medical devices is required. Hands-on training is particularly recommended. Prohibited work practices must be communicated (i.e., no eating or drinking in contaminated areas).

If safer medical devices and work practice controls have not eliminated exposure, personal protective equipment (PPE) is required. PPE training must include the basis for selection, use and limitations. For example, single use examination gloves for blood drawing or utility gloves for blood cleanup would be necessary for use in differing tasks. Information on the types, proper use, location, removal, handling, decontamination and disposal of personal protective equipment must also be detailed.

Information on the hepatitis B vaccination including information on its efficacy, safety, method of administration, the benefits of being vaccinated and that the vaccine and vaccination will be offered free of charge also needs to be included in the training program. Additionally, information on postexposure evaluation and follow-up and procedures to follow if an exposure incident occurs shall be provided. The trainer needs to keep current with information from the U.S. Public Health Service Centers for Disease Control and Prevention (CDC). Publications such as the Morbidity and Mortality Weekly Report can be easily accessed at the following CDC website: [www.cdc.gov/eпо/mmwr](http://www.cdc.gov/eпо/mmwr) regarding these requirements.

Other elements of the training program include information on emergencies which the employee may encounter during work and an explanation of signs, labels or color coding as required by the rules. Finally, an explanation of the employer's exposure control plan and where to obtain it is required.

### **Training Records**

Training records must also be maintained by employers. These records must include dates of the training sessions, contents or a summary of the training sessions, names and qualifications of the trainers and the names and job titles of all persons attending the training sessions. Records must be maintained for 3 years from the date of training and must be provided upon request for examination and copying to employees, employee representatives and the Michigan Department of Consumer and Industry Services. To obtain additional information related to the Bloodborne Infectious Diseases standard contact the Michigan Department of Labor and Economic Growth, Michigan Occupational Safety and Health Administration, Consultation Education and Training: (517) 322-1809.

## **ATTACHMENT G**

(Approved Budget FY 2017 – 2018)



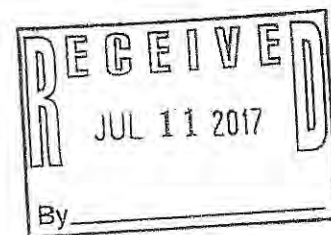
Based on 21,483 units per year  
 Prepared July 7, 2017  
 Michigan Community Services, Inc.



	Hours Annually	Rate Per Unit	Annual Expenses
<b>1. Labor Costs:</b>			
Mickey Baughan, Supervisor		\$0.14	\$3,100.00
Eyonda McFadden & Noelle Bohms, Manager	2080	\$2.05	\$44,060.00
Direct Services Staff	3594	\$3.57	\$76,664.00
Clerical Support	1000	\$0.75	\$16,000.00
Staff medical and H.R. Screening		\$0.06	\$1,210.00
Staff training & in-service		\$0.18	\$3,937.00
Staff mileage		\$0.02	\$520.00
Workers Comp			\$2,860.00
FICA			\$10,588.00
Unemployment			\$2,510.00
Vac & Sick		\$0.17	\$3,690.00
Group Insurance		\$0.43	\$9,158.00
<b>Total Labor Costs</b>			<b>\$174,297.00</b>

<b>2. Supplies &amp; Materials:</b>			
Day Care Supplies		\$0.11	\$2,420.00
Day Care Equip, Furn. Maint.		\$0.58	\$12,500.00
Day Care Food (Breakfast & Snacks)		\$0.10	\$2,100.00
<b>Total Supplies &amp; Materials</b>			<b>\$17,020.00</b>

<b>3. Direct Costs, Indirect Costs, Transportation &amp; Administrative</b>			
Direct Costs		% of Cost	
Direct Service Staff	34.2%		\$87,700.00
Manager	24.3%		\$62,400.00
Staff medical Screening	0.5%		\$1,210.00
Staff training	1.7%		\$4,390.00
Staff mileage	0.2%		\$520.00
Food (Breakfast & Snacks)	0.8%		\$2,100.00
<b>Direct Total</b>	<b>61.7%</b>		<b>\$158,320.00</b>



O. COST PROPOSAL FOR ADULT DAY CARE SERVICES for 10/1/17-9/30/18.  
(continued)

	% of Cost	Annual Expenses
<b>Indirect Costs</b>		
Supervisor	1.4%	\$3,540.00
Clerical Support	7.2%	\$18,200.00
Supplies	0.9%	\$2,420.00
Furnishings, Equipment & Maint.	4.9%	\$12,500.00
Rent/Utilities	8.3%	\$21,350.00
Phone	0.7%	\$1,770.00
Insurance	0.1%	\$530.00
<b>Indirect Total</b>	<b>23.5%</b>	<b>\$60,310.00</b>
<b>Transportation Costs</b>	<b>9.8%</b>	<b>\$25,000.00</b>
<b>Administration</b>	<b>4.9%</b>	<b>\$12,660.00</b>
Wages: Admin Staff, Payroll, Receiveables, Bookkeeping, HR		\$7,215.00
FICA		\$505.00
Unemployment		\$230.00
Vacation and Sick Time		\$130.00
Group Insurance		\$455.00
Worker's Compensation		\$100.00
Professional Services: Accountant, IT		\$230.00
Legal		\$75.00
Rent/Utilities		\$2,470.00
Other		\$1,250.00
<b>TOTAL PROPOSAL COST</b>		<b>\$256,290.00</b>

5. Price Per One Delivery Unit, based on 21,483 units per year

October 1, 2017 thru September 30, 2018: \$11.93 per one delivery unit.

October 1, 2018 thru September 30, 2019: \$12.17 per one delivery unit.

Michigan Community Services, Inc.

## **Attachment H**

## GENESEE COUNTY TRAVEL REGULATIONS

### 1. General

APPLIES TO: These regulations shall govern all County Officials, personnel employed by the County of Genesee, and any other person who submits a voucher to the County for reimbursement of travel expenses.

### 2. Overnight Travel – Must be Approved by the Genesee County Board of Commissioners in Advance

Overnight travel is defined as: staying away from an individual's home for one or more nights, whether in or out of the state or country. When in-state travel is within reasonable commuting distance and time, and is less expensive in total, then an individual will commute.

#### (1) Transportation.

- (a) The expense of traveling by public carrier (rail, airplane or boat) will be allowed on the basis of actual cost. All travelers are expected to travel by the most economical mode of transportation.
- (b) Personnel traveling by airline shall depart from Bishop International Airport if the cost of the airline passenger ticket is no greater than the cost of a similar airline passenger ticket for departure from an alternative airport (the expenses involved in travel to and from such alternative airport, together with any expense of parking a motor vehicle involved in such travel, are to be considered as part of such cost), unless use of Bishop International Airport would involve significant scheduling difficulty.
- (c) When more than one person is attending an overnight or one day authorized conference, seminar or out-of-town meeting, arrangements will be made so that transportation to and from the conference will be shared by those individuals attending.

#### (2) Lodging, Meals, Other Expenses

- (a) The County will pay a maximum base room rate of \$199. If a traveler wishes to acquire preferred lodging at a higher cost than the \$199 base room rate, then the traveler is responsible for the payment of the monetary difference between cost of the lodging and the above rate.
- (b) Whenever meals are served on plane flights which are two or more hours or whenever meals are included in registration fees in which the traveler does not have a valid excuse for not attending, then the traveler shall not be entitled to any meal allowance for those particular meals. This deduction will be computed at the rate of \$6.00 for breakfast, \$9.00 for lunch, and \$15.00 for dinner.
- (c) The maximum daily meal allowances for official travel in-state and out-of-state shall be a maximum of \$30.00 per day. The traveler will not be reimbursed for non-County travelers (spouse, members of a family, friends, etc.).
- (d) The maximum daily tips for meals allowable will be 15 percent of actual meal cost.

### 3. One Day Conferences, Seminars, Workshops, Meetings and Other Travel In or Out of Genesee County

- (1) *Conferences, Seminars and Workshops.* The County will not pay for any meals unless included as part of the registration fee. Each employee will be responsible for their own meals regardless of departure and arrival times.
- (2) *Meetings.* Meals served during, before, or after a business meeting will not be reimbursable except with prior approval.
- (3) *Other Travel.* Meals acquired during normal work related travel will not be reimbursed by the County.

### 4. Individual Car Mileage

The mileage rate for the use of a privately owned automobile on business shall be the rate established by the Internal Revenue Service.

## **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 VALLEY AREA AGENCY ON AGING, whose principal place of business is located at 225 East Fifth Street, Suite 200, Flint, Michigan 48502 (the "Contractor" or "VAAA") (the County and the Contractor together, the "Parties").

### **1. Term**

This Contract is effective upon approval by the Genesee County Board of Commissioners ("the Board") and shall be effective for the one year period commencing January 1, 2018 and ending December 31, 2018. It has been approved by the Genesee County Board of Commissioners pursuant to Resolution number TBD.

### **2. Purpose**

This Contract is entered into for the purpose of providing funding to the Contractor, the designated Area Agency on Aging, for administration and operation of the agency. The funding shall be utilized by Contractor as the required local match for federal administrative dollars.

### **3. Scope of Work/Services**

The Contractor agrees to perform the mandated functions of an area agency on aging as well as those specified in the corporate by-laws. Specific services to be provided under this Contract shall be administration of programs serving senior citizens in Genesee County. In the course of general administration Contractor will identify and implement other opportunities to leverage funding to provide client services to the senior population of Genesee County.

### **4. Compensation**

The Contractor shall be paid a single flat fee of \$ 10,000.00 for the performance of the services as soon as practicable following execution of this Contract.

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

### **6. Contract Administrator**

The contract administrator for this Contract is Lynn M. Radzilowski, Senior Services Director (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.

## **7. Warranties and Indemnification**

The Contractor warrants that:

- 7.1 The Contractor will comply with all federal, state, and local laws in the performance of the services.
- 7.2 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 7.3 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 defend, indemnify and hold harmless the County, its officials, officers, agents, and employees from all claims, losses, damages, or expenses, including but not limited to attorneys fees, arising out of or resulting from the Contractor's performance of this Contract.

## **8. Suspension of Work**

### **8.1 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.

### **8.2 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 the Contract Administrator's written authorization 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.

## **9. Termination**

### **9.1 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.

#### 9.2 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.

#### 9.3 Termination for Convenience

Either party to this Contract may terminate this Contract upon thirty (30) days written notice to the other party.

When this Contract is concluded or terminated, Contractor shall provide to the County such reports as the County desires and shall do so within 60 days of termination or conclusion, unless written extension is granted.

### 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, 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 all 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 become the property of the County upon termination of this Contract. Upon the County's request, the Contractor agrees to convey all rights to and ownership of any 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 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 agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit D and keep such insurance coverage in force throughout the life of this Contract.

#### **15.1 Insurance Certificate and Additional Insured Coverage**

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

## 15.2 Indemnification

The Contractor agrees to defend, indemnify 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.

## 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. 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.

17.1.1 The Contract – This Professional Services Contract

17.1.2 Exhibit A – The Insurance Checklist

### 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 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.

17.8 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.

17.9 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.

**18. Special Certification Statement**

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

**COUNTY OF GENESEE**

**VALLEY AREA AGENCY ON AGING**

By: \_\_\_\_\_  
MARK YOUNG, Chairperson  
Genesee County Board of Commissioners

By: \_\_\_\_\_  
KATHRYN BOLES, Executive Director

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

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



EXHIBIT A  
The Insurance Checklist

# GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR:

VAAA Local Match Service Contract

## Coverage Required

## Limits (Figures denote minimums)

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> 1. Workers' Compensation<br><input checked="" type="checkbox"/> 2. Employers' Liability<br><br><input checked="" type="checkbox"/> 3. General Liability<br><br><input type="checkbox"/> 4. Professional liability<br><br><input type="checkbox"/> 5. Medical Malpractice<br><input checked="" type="checkbox"/> 6. Automobile liability<br><br><input type="checkbox"/> 7. Umbrella liability/Excess Coverage<br><br><input checked="" type="checkbox"/> 8. Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.<br><br><input type="checkbox"/> 9. Other insurance required: _____<br><br><input checked="" type="checkbox"/> 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)<br><input checked="" type="checkbox"/> 11. The certificate must state bid number and title | Statutory limits of Michigan<br>\$100,000 accident/disease<br>\$500,000 policy limit, disease<br>Including Premises/operations<br>\$1,000,000 per occurrence with \$2,000,000 aggregate<br>Including Products/Completed Operations and<br>Contractual Liability<br>\$1,000,000 per occurrence with \$2,000,000 aggregate<br>Including errors and omissions<br>\$200,000 per occurrence \$800,000 in aggregate<br>\$1,000,000 combined single limit each accident-<br>Owned, Hired, Non-owned<br>\$ ,000,000 BI & PD and PI |
|---|--|

### Insurance Agent's Statement

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

\_\_\_\_\_ The above required policies carry the following deductibles:

\_\_\_\_\_ Liability policies are *occurrence* \_\_\_\_\_ *claims made* \_\_\_\_\_

\_\_\_\_\_  
Insurance Agent

\_\_\_\_\_  
Signature

### Prospective Contractor's Statement

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

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

## **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 VALLEY AREA AGENCY ON AGING, whose principal place of business is located at 225 East Fifth Street, Suite 200, Flint, Michigan 48502 (the "Contractor" or "VAAA") (the County and the Contractor together, the "Parties").

### **1. Term**

The term of this Contract commences on October 1, 2017, and shall be effective through September 30, 2018. It has been approved by the Board of Commissioners pursuant to Resolution # TBD.

### **2. Purpose**

This Contract is entered into for the purpose of auditing the agency conducting meal assessments and reassessments to ensure adherence to the State of Michigan Office of Services to the Aging ("OSA") minimum standards for home delivered meals so as to permit Genesee County to obtain funding under the federal Nutrition Services Incentive Program ("NSIP").

### **3. Scope of Work**

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

### **4. Compensation**

The Contractor shall be paid a flat fee of \$ 10,400.00 for the entire contract term for the performance of the Services, to be paid in equal monthly payments. The Contractor must provide to the County monthly reports utilizing the form provided at Exhibit B.

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

### **5. Taxes.**

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

## **6. Contract Administrator**

The contract administrator for this Contract is Lynn M. Radzilowski, Senior Services Director (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.

## **7. Warranties**

The Contractor warrants that:

- 7.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 7.2 For a period of one (1) year following completion of the Services, the Services and any goods provided with the Services shall conform to the representations made by the Contractor.
- 7.3 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 7.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 7.5 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 defend, indemnify 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.

## **8. Suspension of Work**

### **8.1 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.

### **8.2 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.

## **9. Termination**

### **9.1 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.

### **9.2 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.

### **9.3 Termination for Convenience**

If the County or the Contractor determines that it is in either of their best interests, or that the arrangement between the assessing agency and the Contractor is not productive, the County or the Contractor may terminate this Contract upon thirty (30) days written notice to the other party.

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

### **9.4 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.

## **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, 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 all 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". Notwithstanding the foregoing, confidential information collected and provided to the COUNTY by the CONTRACTOR as part of its reporting requirements shall be used solely for purposes of performing and evaluating the performance of this Contract and will not be retained.

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

#### **15.1 Insurance Certificate and Additional Insured Coverage**

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

#### **15.2 Indemnification**

The Contractor agrees to defend, indemnify 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.

## **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 – Required Form(s)

17.1.4. Exhibit C – The Insurance Checklist

17.1.5 Exhibit D – Approved Budget FY – 2017 - 2018

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 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.

17.8 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.

17.9 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.

**COUNTY OF GENESEE**

**VALLEY AREA AGENCY ON AGING**

By: \_\_\_\_\_  
MARK YOUNG, Chairperson  
Genesee County Board of Commissioners

By: \_\_\_\_\_  
KATHRYN BOLES, Executive Director

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

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

EXHIBIT A  
The Scope of Work



EXHIBIT A  
Description of the Services

- VAAA will employ a part-time employee to enter information into the National Aging Program Information System (NAPIS) system for the State of Michigan.
- VAAA will review and approve the assessment tool used by the Alzheimer's Association – Greater Michigan Chapter, Central Michigan Region (AA), the assessing agency, for performing meal assessments and reassessments prior to the commencement of this Contract.
- VAAA will provide to AA any forms required to be used to satisfy the auditing requirements (e.g., the NAPIS form).
- VAAA will audit the meal assessment/reassessment records of AA at the annual cost of \$11,000 pursuant to OSA standards to ensure eligibility for NSIP funding.
- VAAA will provide to AA staff initial training regarding completion of the NAPIS forms and ongoing training, as necessary. Issues regarding AA NAPIS form completion should first be addressed with AA staff. Continuing issues shall be brought to the attention of the Contract Administrator.
- VAAA will ensure that the NAPIS forms are submitted by the Alzheimer's Association to VAAA on a monthly basis.
- VAAA will cooperate fully with AA to ensure that appropriate records are kept so as not to preclude Genesee County's eligibility for NSIP funding.
- VAAA will utilize all report forms as required, as well as those included in this document as Exhibit B, including the Monthly Invoice Form and the Monthly New Client Address Form, the latter of which is to be sent electronically each month in an Excel Format, and reporting formats required by the COUNTY as of the effective date of this Contract, and to provide the COUNTY with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

EXHIBIT B  
Reporting Form to be used by the Contractor

## MONTHLY REPORT FORM

Agency: Valley Area Agency on AgingActivity: Home Delivered Meal AuditsContract Term: October 1, 2017 - September 30, 2018

Activity Period: \_\_\_\_\_

Certification - I certify that the services rendered are in accordance with the terms of the project contract.

Agency's Authorizing Signature: \_\_\_\_\_

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

1. Total number of Genesee County residents aged 60 years and older ("clients") who were home-delivered meal clients and who received an Alzheimer's Association meal assessment during this month. [ ]
2. Cumulative number of home-delivered meal clients who received an Alzheimer's Association meal assessment under this contract. [ ]
3. Total number of National Aging Program Information System (NAPIS) Forms that were entered by your agency into the State of Michigan system during this month. [ ]
4. Cumulative number of NAPIS Forms that were entered by your agency into the State of Michigan system under this contract. [ ]
5. Have all NAPIS forms received from the Alzheimer's Association been entered for all persons receiving meals to qualify for Nutrition Services Incentive Program (NSIP) funding? [ ]
6. Total number of agency staff and volunteer workers providing services under this contract. [ ]
7. List names and titles of staff who performed work during this month. Attach pertinent licensure(s), as applicable, if not submitted during a previous month. [ ]

8. Backup documentation attached. (This may include copies of audits conducted by VAAA, time records of employees working on this project, etc.) [ ]
9. Please list any pertinent comments regarding the audit services that you are providing. [ ]

TOTAL REQUEST: [ ]Fund: 202-  
Account  
Number: \_\_\_\_\_TOTAL PAYMENT: [ ]

Last month's fund balance: \_\_\_\_\_

Minus Total Request from above: \_\_\_\_\_

Current fund balance: \_\_\_\_\_

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

Staff Review: \_\_\_\_\_

Office of  
Senior  
Services  
Signature \_\_\_\_\_

Staff Reviewer's Initials: \_\_\_\_\_

Office of Senior Services Department Authority

## MONTHLY REPORT FORM

### DEFINITIONS & INSTRUCTIONS

<b>Activity Period</b>	An activity period is defined as one calendar month, beginning on the first date and ending on the last date of the calendar month. Example: October 1, 2011 through October 31, 2011
<b>New Client</b>	A new client is one Genesee County resident, aged 60 years and older, who has not ever received services under this contract prior to the start of the reported activity period.
<b>Cumulative</b>	For the purposes of reporting on this contract, cumulative refers to the number of clients, or assessments, or reassessments, or referrals counted from October 1, 2011 to the end of the reported activity period.
<b>Discharged</b>	For the purposes of reporting on this contract, a client or volunteer may be considered to be discharged when services are no longer needed, requested, or otherwise not provided by your organization under this contract.

Report forms must be complete and must include attached information as requested in the form. Incomplete forms will not be considered for approval until completed by Contractor. Supporting documentation will include: an employee time tracking sheet, indicating hours spent each day within the calendar month; any mileage necessary to perform the assessments will be recorded on the same tracking sheet; information regarding direct costs attributable to the program and purpose for the expense. VAAA will have documentation available of said expenses for any audit as conducted by Genesee County.

EXHIBIT C  
The Insurance Checklist



# GENESEE COUNTY INSURANCE CHECKLIST

SERVICES CONTRACT FOR:

VAAA Meals Assessment

## Coverage Required

## Limits (Figures denote minimums)

- |  |   |
|--|---|
| <u>X</u> 1. Workers' Compensation  | Statutory limits of Michigan  |
| <u>X</u> 2. Employers' Liability   | \$100,000 accident/disease<br>\$500,000 policy limit, disease<br>Including Premises/operations                                |
| <u>X</u> 3. General Liability  | \$1,000,000 per occurrence with \$2,000,000 aggregate<br>Including Products/Completed Operations and<br>Contractual Liability |
| ___ 4. Professional liability  | \$1,000,000 per occurrence with \$2,000,000 aggregate<br>Including errors and omissions                                       |
| ___ 5. Medical Malpractice   | \$200,000 per occurrence \$800,000 in aggregate   |
| <u>X</u> 6. Automobile liability   | \$1,000,000 combined single limit each accident-<br>Owned, Hired, Non-owned   |
| ___ 7. Umbrella liability/Excess Coverage  | \$ ,000,000 BI & PD and PI  |
| <u>X</u> 8 <u>Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u> |   |
| ___ 9. Other insurance required: _____   |   |
| <u>X</u> 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)   |   |
| <u>X</u> 11. The certificate must state bid number and title   |   |

### Insurance Agent's Statement

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

\_\_\_ The above required policies carry the following deductibles:

\_\_\_ Liability policies are *occurrence* \_\_\_ *claims made* \_\_\_

\_\_\_\_\_  
Insurance Agent

\_\_\_\_\_  
Signature

### Prospective Contractor's Statement

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

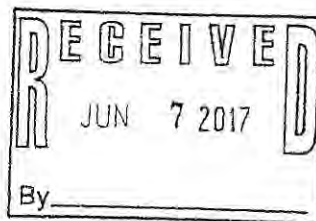
Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor,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

## **EXHIBIT D**

(Approved Budget FY 2017 – 2018)

Valley Area Agency on Aging  
Budget for Meal Audits  
2017-2018

Senior Millage Cost Proposal Valley Area on Aging - Meal Audits	Budget 2017-2018
<b>Employees (Salaries including benefits)</b>	
Data Entry Clerk	\$7,000.00
Director Community Access Service	\$2,000.00
Contract Manager	\$500.00
Finance Staff	\$800.00
Total Employee Costs	<b>\$10,300.00</b>
<b>Direct Costs</b>	
Office Supplies	\$100.00
Total Direct Costs	<b>\$100.00</b>
Total Project Costs	<b>\$10,400.00</b>



**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN**

**THE COUNTY OF GENESEE**

Acting By and Through  
**Genesee County Office of Senior Services ("GCOS")**  
**Room 361, Genesee County Administration Building**  
**1101 Beach Street, Flint, Michigan 48502**  
Hereinafter referred to as the "**COUNTY**"

and

**OFFICE OF GENESEE COUNTY SHERIFF**

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

**For the period from October 1, 2017 through September 30, 2018**

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

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

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

**A. PURPOSE:**

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

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

1. This MOU shall commence on October 1, 2017 and continue through September 30, 2018.
2. This MOU is effective as of the commencement date upon approval by the Genesee County Board of Commissioners.
3. The SHERIFF agrees to designate two detectives to the EAP.

4. The assigned detectives work for, and report to, the SHERIFF, who reserves the right to regulate the staffing and nature of service to be provided under this MOU, and remains the final decision maker as to responding to complaints, investigations and pursuing charges in elder abuse cases.
5. The SHERIFF agrees to establish safeguards to prohibit conflicts of interest involving SHERIFF employees, prohibiting them from being involved in activities that are motivated by a desire for private gain for themselves or others with whom they have family, business or personal ties.
6. The SHERIFF will submit to the GCROSS monthly reports providing statistics regarding the use of the detectives and clerical, if utilized, using a format similar to that provided in Attachment B, including the Monthly New Client Address Form that is to be sent electronically each month in an Excel spreadsheet format.
7. The SHERIFF agrees to include the following statement, where practicable, in or on printed materials, newsletters, surveys, website, special events, programs, registration materials, advertisements, DVDs, CDs, program presentations, etc.: *"This program and/or service is funded in whole or in part by Genesee County Senior Millage funds. Your tax dollars are at work."*
8. The SHERIFF agrees that Senior Millage funds may not be used to provide increases in salaries or compensation packages for any employee unless required by a collective bargaining agreement that existed as of October 1, 2010 or unless a wage increase is required to comply with any state or federal minimum wage law.
9. The SHERIFF agrees that overnight travel funded by Senior Millage dollars shall be approved in advance by the Genesee County Board of Commissioners and agrees to adhere to the Genesee County Travel Regulations as set forth in Attachment D to this MOU.
10. The parties agree that failure by the COUNTY to insist upon strict adherence to any terms of this MOU shall not be considered a waiver or deprive the COUNTY of the right thereafter to insist upon strict adherence to that term, or any other term, of this MOU.

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

1. The COUNTY agrees to compensate the SHERIFF for the term of the MOU an amount not to exceed \$ 248,314.00 for costs of budgetary items described and included within Attachment C to this MOU (Approved Budget FY 2017 - 2018). Reimbursement will be disbursed on a monthly basis at the rate and monthly maximum as set forth in Paragraph H. Reimbursement Method for the service agreed upon for the duration of the MOU term.
2. Subject to the availability of funding and other applicable conditions, the COUNTY



agrees to provide resources throughout the period of this MOU under the terms of this MOU.

3. The COUNTY may, at reasonable times and without notice, visit and inspect the SHERIFF'S facilities and discuss or survey the SHERIFF'S activities with designated staff.
4. The COUNTY, or any other representatives designated by the COUNTY, has the right to examine, upon reasonable notice, all records, books and papers related to the performance of activities which are the subject of this MOU.
5. The Contract Administrator for this MOU is Lynn M. Radzilowski, Senior Services Director, GCOSS, or her designee (the "Contract Administrator"). The SHERIFF acknowledges that the Contract Administrator is the primary COUNTY contact for notices and instructions related to this MOU. The SHERIFF agrees to provide a copy of all notices related to this MOU to the Contract Administrator.

#### **D. MEMORANDUM OF UNDERSTANDING ATTACHMENTS**

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

- Attachment A: Business Associate Agreement
- Attachment B: Reporting Forms (Monthly Invoice Form & Monthly New Client Address Form)
- Attachment C: Approved Budget FY 2017 - 2018
- Attachment D: Genesee County Travel Regulations

#### **E. AMENDMENTS**

1. Any changes to this MOU will be valid only if made in writing and accepted by all parties to this MOU.
2. This MOU, including attachments, may be amended by mutual written consent of the SHERIFF and the COUNTY. When submitting a proposed MOU or budget amendment, the SHERIFF must also revise or amend its related output measures whenever the amendment results in a significant change of program scope or as specifically required by the COUNTY, and submit copies of the revised sheets and summary description of the changes.
3. In the event that circumstances occur that are not reasonably foreseeable or are beyond the SHERIFF's control which reduce or otherwise interfere with the SHERIFF's ability to provide or maintain specified services or operational procedures, immediate written notification must be provided to the COUNTY and, where feasible, an amendment to this MOU negotiated.
4. Any changes proposed by the SHERIFF which would affect the funding of any

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

5. Within thirty days after receipt of the proposed change, the COUNTY shall advise the SHERIFF in writing of its determination. Subsequently, the COUNTY will initiate any necessary formal amendment to the MOU for execution by the parties to the MOU.
6. Any changes proposed by the COUNTY must be agreed to in writing by the SHERIFF within thirty days of receipt. Upon such written agreement, the COUNTY shall initiate any necessary formal amendment as above.
7. Minor modifications of the work plan that do not require monetary adjustments in excess of \$ 5,000.00 may be approved by the Contract Administrator without further consultation with the County Board of Commissioners.

#### **F. TERMINATION**

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

1. This MOU may be terminated by either party for any reason by giving thirty days written notice to the other party stating the effective date of termination.
2. This MOU be terminated by the COUNTY upon seven days written notice to SHERIFF due to convenience or diminution of funds.

#### **G. REPORTING REQUIREMENTS**

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

#### **H. REIMBURSEMENT METHOD**

1. The COUNTY shall reimburse the SHERIFF on a monthly basis for Services provided during the duration of this MOU only. The SHERIFF shall not be reimbursed for Services provided prior to the commencement date of this MOU.
2. The COUNTY shall reimburse the SHERIFF on a monthly basis with a recommended maximum reimbursement total of \$ 20,692.83 per month during the term of this MOU. The purpose of the recommended maximum reimbursement is to avoid the SHERIFF

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

3. The COUNTY shall reimburse the SHERIFF within thirty day of an approved invoice using the monthly invoice form and instructions found in Attachment B of this MOU. Prompt reimbursement shall be contingent upon full contractual compliance and submittal of requisite documentation on the approved invoice form. COUNTY may withhold reimbursement if it deems the SHERIFF to have failed to have substantially complied with the MOU terms. Ineligible expenses, expenditures not consistent with the approved budget or expenditures exceeding the monthly maximum limit without the above stated explanation and plan will not be reimbursed.
4. Properly documented requests for reimbursement submitted to the COUNTY by the 21<sup>st</sup> of each month will be processed and, if approved, disbursed by the 15<sup>th</sup> of the next month. Requests submitted later than the 21<sup>st</sup> of each month and incomplete requests (e.g. inadequate supporting documentation) will be processed in the following reimbursement cycle. At its sole discretion, the COUNTY will deem expenditures as either eligible or ineligible for each reimbursement or advance expenditure request. The COUNTY may, at its discretion and upon reasonable notice, require the CONTRACTOR to complete reports additional to those attached to this CONTRACT regarding the CONTRACTOR'S expenses and activities.

#### **I. ASSURANCES**

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

#### **J. CONFIDENTIALITY**

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

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

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

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

**L. INTEGRATION**

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

**M. WAIVER**

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

**N. SEVERABILITY**

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

**O. SPECIAL CERTIFICATION STATEMENT**

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

[SIGNATURE PAGE FOLLOWS]

COUNTY OF GENESEE

OFFICE OF THE GENESEE COUNTY SHERIFF

\_\_\_\_\_  
By: MARK YOUNG, Chairperson  
Genesee County Board of Commissioners

\_\_\_\_\_  
By: ROBERT J. PICKELL, Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## **Attachment A**

**Attachment A**  
**Business Associate Agreement**

**Recital of Defined Terms**

"Business Associate" shall mean the **OFFICE OF THE GENESEE COUNTY SHERIFF** (otherwise referred to as CONTRACTOR in the main 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 or on behalf of the County.

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

**Whereas**, Business Associate will be performing various services for or on behalf of the County that may, or do in fact, 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 County, 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 clients of the Program of Services.

**Whereas**, Business Associate, in order to meet 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 County.

**Whereas**, Business Associate further agrees to 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 County 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 County to the extent the County 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 County in accordance with applicable law constitute a contract between the County 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 County or clients of the Program without the prior written consent or authorization of the County or of the program clients. 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 confidential and will be used or 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 County of any instances of breach of confidentiality of which such person is aware.
  - c. Business Associate agrees to provide to the County the mailing addresses of clients for mapping purposes only. County agrees to limit use of the provided mailing addresses to mapping and statistical analysis. County further agrees to destroy all copies, paper and electronic, of the mailing addresses provided once the mapping of said addresses is complete.
5. Business Associate shall ensure that its personnel, employees, affiliates, and agents maintain the confidentiality of client health information and business information of the County.
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 County.
  - 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 County as specified in the main contract, provided that such use or disclosure would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County.

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 County 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 County 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 County upon request.
10. Business Associate shall make available protected health information in accordance with applicable law.
11. Business Associate shall incorporate any amendments or corrections to protected health information when notified pursuant to applicable law.
12. Business Associate agrees to indemnify and hold harmless the County, 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 within the terms of this Agreement or 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.
13. Without limiting the rights and remedies of the County elsewhere set forth in this Agreement or available under applicable law, the County may terminate this Agreement without penalty or recourse to the County if the County determines that Business Associate has violated a material term of the provisions of this Agreement.
14. Business Associate agrees that this Agreement may be amended from time to time by the County 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.
15. 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.

## **Attachment B**



# MONTHLY INVOICE and REPORT FORM

Agency: Office of Genesee County Sheriff

Activity: Elder Abuse & Exploitation Prevention

Contract Term: October 1, 2017 - September 30, 2018

Activity Period: \_\_\_\_\_

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

Agency's Authorizing Signature: \_\_\_\_\_

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

1. Total number of Genesee County residents aged 60 years and older ("clients") who were new clients during this month. (Senior serviced through education & training = \_\_ ; Seniors serviced through delivery of services = \_\_ ).

2. Cumulative number of new clients served under this contract.

3. Total number of complaints made to OGCS/Consumer Protection and Fraud Division by Adult Protective Services or other community agencies under this contract, during this month.

4. Total number of warrants issued during this month.

5. Total number of clients discharged from EAP Team services under this contract, during this month.

6. Total number of Detective hours spent on the Elder Abuse and Exploitation Prevention Program. (# of weekdays in month x # of staff x 8 hours)

7. Total number of agency staff and volunteer workers providing services under this contract.

8. List names and titles of staff who performed work under this contract during this month. Attach pertinent licensures, as applicable, if not submitted during a previous month.

9. Provide copies or a compilation of all clients comments & feedback received during this month.

10. For each client included in item 1, email that person's address including street number & street name, city or village, and zip code.

Fund: 202-

Account Number: \_\_\_\_\_

TOTAL PAYMENT:

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

Last month's fund balance: \_\_\_\_\_

Staff Review: \_\_\_\_\_

Minus Total Request from above: \_\_\_\_\_

Current fund balance: \_\_\_\_\_

Staff Reviewer's Initials: \_\_\_\_\_

Office of  
Senior Services  
Signature \_\_\_\_\_  
Office of Senior Services Department Authority

# MONTHLY INVOICE and REPORT FORM

## DEFINITIONS & INSTRUCTIONS

### Activity Period

An activity period is defined as one calendar month, beginning on the first date and ending on the last date of the calendar month.

Example: October 1, 2011 to October 31, 2011

### New Client

A new client is one Genesee County resident, aged 60 years and older, who has not ever received services under this contract prior to the start of the reporting activity period.

### Cumulative

For the purposes of reporting on this contract, cumulative refers to the number of clients, or volunteers, or assessments, or reassessments, or referrals counted from October 1, 2011 to the end of the reporting activity period.

### Total number of new clients or volunteers

The total number of new clients or volunteers as a whole may differ from the total number of new clients receiving more complete levels of services.

Example 1: New client "A" was assessed and referred to your agency during the activity period, a care plan meeting is scheduled with the family, and care services will not begin until the next activity period. Client "A" is counted under Number 1. for the reporting activity period.

Example 2: New Client "B" was assessed and referred to your agency during the activity period, a care plan was developed, and Attendant Level Services were performed during the reporting activity period. Client "B" is counted under Number 2. for the reported activity period.

Example 3: New Client "C" was assessed and referred to your agency during the activity period, a care plan was developed, and Basic Level Services were performed during the reporting activity period. Client "C" is counted under Number 3. for the reported activity period.

### Discharged

For the purposes of reporting on this contract, a client or volunteer may be considered to be discharged when services are no longer needed, requested, or otherwise not provided by your organization under this contract.

Prompt reimbursement by the County for services is contingent upon full contractual compliance. Monthly invoice and report forms must be complete and must include attached information as indicated by a checkmark in the form. Incomplete forms will not be considered for approval until completed by Contractor. Based upon the costs of budgetary items described and included within the Contractor's Proposal and any amended budget submitted in preparation for this Amendment to Contract, supportive documentation is required to be submitted with any monthly reimbursement request for expense verification.

The following list is provided for the Contractor's use as an example of supportive / backup documentation, but is not intended to be all inclusive. Copies of check ledgers and/or actual receipts indicating expenditure date and definitive purpose of each expenditure are also considered examples of supportive documentation.

## MONTHLY INVOICE and REPORT FORM

### Labor Costs:

Staff Time Sheets  
Copies of Payroll/Checks

### Cost of Supplies and Materials:

Copies of uniforms purchase receipts  
Copies of Postage Receipts  
Copies of Newsletters/Publications

### Direct and Indirect Costs, General and Administrative Burden or Overhead:

Copies of site rental payment receipts  
Copies of telephone bills  
Copies of paid invoices for fringe benefits

### Transportation Costs, if included in budget:

Copies of travel reimbursement payments  
Copies of mass transit bus pass purchases

## HOURS / UNITS CONVERSION TABLE

The standard unit of service provision for this contract is one hour. It is expected, however, that services will routinely provided that do not require a full hour to perform. The County utilizes a 1/10 of an hour system which breaks down the hour into six minute increments. When preparing the invoice for reimbursement, please use the following chart when determining partial units of service.

Hourly / Unit Conversion Table

Minutes	=	Tenths	
1 through 6	=	0.1	(greater than 0 less than or equal to 6)
7 through 12	=	0.2	(7 to less than or equal to 12)
13 through 18	=	0.3	(13 to less than or equal to 18)
19 through 24	=	0.4	(19 to less than or equal to 24)
25 through 30	=	0.5	(25 to less than or equal to 30)
31 through 36	=	0.6	(31 to less than or equal to 36)
37 through 42	=	0.7	(37 to less than or equal to 42)
43 through 48	=	0.8	(43 to less than or equal to 48)
49 through 54	=	0.9	(49 to less than or equal to 54)
55 through 60	=	1.0 (whole hour)	(55 to less than or equal to 60)

### Example:

Client A is provided service taking 2 hours and 45 minutes.  
Client B is provided service taking 17 minutes.  
Client C is provided service taking 7 minutes.

Client A can be billed for 2.8 units  
Client B can be billed for .3 units  
Client C can be billed for .2 units

Total Units of Service for reimbursement request is:

3.3 units

Senior Millage Service Providers  
Client Addresses

Month & Year: \_\_\_\_\_

	SERVICE		STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/AC/H /NAU)
	PROVIDER	SERVICE							
1	OGCS	EAP							
2	OGCS	EAP							
3	OGCS	EAP							
4	OGCS	EAP							
5	OGCS	EAP							
6	OGCS	EAP							
7	OGCS	EAP							
8	OGCS	EAP							
9	OGCS	EAP							
10	OGCS	EAP							
11	OGCS	EAP							
12	OGCS	EAP							
13	OGCS	EAP							
14	OGCS	EAP							
15	OGCS	EAP							
16	OGCS	EAP							
17	OGCS	EAP							
18	OGCS	EAP							
19	OGCS	EAP							

## **Attachment C**

(Approved Budget FY 2017 – 2018)



OFFICE OF THE GENESEE COUNTY SHERIFF  
ELDER ABUSE AND EXPLOITATION PREVENTION BUDGET  
2017 - 2018

COST PROPOSAL	BUDGET 2016-2017	Proposed Budget FY 2017 - 2018
County Employees (Union Contracts)		
Salaries including benefits		
1.0 FTE Detective - Kariann Nelson	\$141,501.00	\$141,501.00
1.0 FTE Detective - David Kennamer	\$107,390.00	\$107,390.00
Detective Uniform Allowance	\$3,200.00	\$3,200.00
Total County Employee Costs	\$252,091.00	\$252,091.00
 Direct Costs		
Office Supplies	\$1,848.00	\$1,848.00
Total Direct Costs	\$1,848.00	\$1,848.00
 TOTAL PROJECT COSTS	 \$253,939.00	 \$253,939.00



Approved  
JLS  
6-15-17

## **Attachment D**

## GENESEE COUNTY TRAVEL REGULATIONS

### 1. General

APPLIES TO: These regulations shall govern all County Officials, personnel employed by the County of Genesee, and any other person who submits a voucher to the County for reimbursement of travel expenses.

### 2. Overnight Travel – Must be Approved by the Genesee County Board of Commissioners in Advance

Overnight travel is defined as: staying away from an individual's home for one or more nights, whether in or out of the state or country. When in-state travel is within reasonable commuting distance and time, and is less expensive in total, then an individual will commute.

#### (1) Transportation.

- (a) The expense of traveling by public carrier (rail, airplane or boat) will be allowed on the basis of actual cost. All travelers are expected to travel by the most economical mode of transportation.
- (b) Personnel traveling by airline shall depart from Bishop International Airport if the cost of the airline passenger ticket is no greater than the cost of a similar airline passenger ticket for departure from an alternative airport (the expenses involved in travel to and from such alternative airport, together with any expense of parking a motor vehicle involved in such travel, are to be considered as part of such cost), unless use of Bishop International Airport would involve significant scheduling difficulty.
- (c) When more than one person is attending an overnight or one day authorized conference, seminar or out-of-town meeting, arrangements will be made so that transportation to and from the conference will be shared by those individuals attending.

#### (2) Lodging, Meals, Other Expenses

- (a) The County will pay a maximum base room rate of \$199. If a traveler wishes to acquire preferred lodging at a higher cost than the \$199 base room rate, then the traveler is responsible for the payment of the monetary difference between cost of the lodging and the above rate.
- (b) Whenever meals are served on plane flights which are two or more hours or whenever meals are included in registration fees in which the traveler does not have a valid excuse for not attending, then the traveler shall not be entitled to any meal allowance for those particular meals. This deduction will be computed at the rate of \$6.00 for breakfast, \$9.00 for lunch, and \$15.00 for dinner.
- (c) The maximum daily meal allowances for official travel in-state and out-of-state shall be a maximum of \$30.00 per day. The traveler will not be reimbursed for non-County travelers (spouse, members of a family, friends, etc.).
- (d) The maximum daily tips for meals allowable will be 15 percent of actual meal cost.

### 3. One Day Conferences, Seminars, Workshops, Meetings and Other Travel In or Out of Genesee County

- (1) *Conferences, Seminars and Workshops.* The County will not pay for any meals unless included as part of the registration fee. Each employee will be responsible for their own meals regardless of departure and arrival times.
- (2) *Meetings.* Meals served during, before, or after a business meeting will not be reimbursable except with prior approval.
- (3) *Other Travel.* Meals acquired during normal work related travel will not be reimbursed by the County.

### 4. Individual Car Mileage

The mileage rate for the use of a privately owned automobile on business shall be the rate established by the Internal Revenue Service.

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN**

**THE COUNTY OF GENESEE**

Acting By and Through

**Genesee County Office of Senior Services ("GCOS")**

**Room 361, Genesee County Administration Building**

**1101 Beach Street, Flint, Michigan 48502**

Hereinafter referred to as the **"COUNTY"**

and

**THE OFFICE OF THE GENESEE COUNTY PROSECUTING ATTORNEY**

**900 South Saginaw Street**

**Flint, Michigan 48502**

Hereinafter referred to as the **"PROSECUTOR"**

**For the period from October 1, 2017 through September 30, 2018**

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

**Whereas**, the PROSECUTOR provides legal services on behalf of senior citizens as referred from the Genesee County Sheriff's Department Elder Abuse Program ("EAP") as well as sources in addition to the EAP for which compensation under this MOU is appropriate; and

**Whereas**, the COUNTY elects to continue funding these Services through the Senior Millage; and

**Whereas**, the parties agree to enter this Memorandum of Understanding for the continued provision of Services set forth herein.

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

**A. PURPOSE:**

This Memorandum of Understanding ("MOU") is entered into for the purpose of retaining PROSECUTOR to provide advisory and prosecuting services to the Elder Abuse and Exploitation Prevention Program funded by Senior Citizen Services millage dollars to qualified senior individuals residing in Genesee County.

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

1. This MOU shall commence on October 1, 2017 and continue through September 30, 2018.
2. This MOU is effective as of the commencement date upon approval by the Genesee County Board of Commissioners.
3. The PROSECUTOR agrees to designate one or more Assistant Prosecuting Attorneys ("APA") to the EAP for the purpose of reviewing warrants and prosecuting cases of elder abuse and exploitation originating from EAP referrals, and consulting with detectives and EAP staff on such cases as necessary.
4. The PROSECUTOR agrees that the designated APA will work with assigned EAP detectives in scheduling warrant reviews and other services as necessary in a reasonable and timely basis throughout the term of this MOU. The assigned APA works for, and reports to, the Prosecuting Attorney, who reserves the right to regulate the staffing and nature of service to be provided under this MOU, and remains the final decision maker as to charging, resolution and trial of elder abuse cases.
5. The PROSECUTOR will continue to provide senior millage eligible legal services regarding abuse and exploitation of Genesee County residents 60 years or older as referred to PROSECUTOR by the EAP and sources other than the EAP, compensation for which is permitted under this MOU.
6. The PROSECUTOR will submit to the GCROSS monthly reports providing statistics regarding the use of the APA using a format similar to that provided in Attachment A, including the Monthly New Client Address Form that is to be sent electronically each month in an Excel spreadsheet format.
7. The PROSECUTOR agrees to include the following statement, where practicable, in or on printed materials, newsletters, surveys, website, special events, programs, registration materials, advertisements, DVDs, CDs, program presentations, etc.: *"This program and/or service is funded in whole or in part by Genesee County Senior Millage funds. Your tax dollars are at work."*
8. The PROSECUTOR agrees that Senior Millage funds may not be used to provide increases in salaries or compensation packages for any employee or PROSECUTOR, unless required by a collective bargaining agreement that existed as of October 1, 2010 or unless a wage increase is required to comply with any state or federal minimum wage law.
9. The PROSECUTOR agrees that overnight travel funded by Senior Millage dollars shall be approved in advance by the Genesee County Board of Commissioners.
10. Subject to availability and other applicable conditions, the COUNTY agrees to provide funding throughout the period of this MOU under the terms of this MOU.



11. The COUNTY will transfer \$ 53,200.00 from the Senior Millage Fund to the General Fund for the services of the APA/s for FY 2017 - 2018 by September 30, 2018.
12. The contract administrator for this MOU is Lynn M. Radzilowski, Senior Services Director, GCOSS, or her designee (the "Contract Administrator"). The PROSECUTOR acknowledges that the Contract Administrator is the primary COUNTY contact for notices and instructions related to this MOU. The PROSECUTOR agrees to provide a copy of all notices related to this MOU to the Contract Administrator.

**C. MEMORANDUM OF UNDERSTANDING ATTACHMENTS**

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

Attachment A: Reporting Forms (Monthly Invoice Form & Monthly New Client Address Form)

Attachment B: Approved Budget FY 2017 - 2018

**COUNTY OF GENESEE**

**OFFICE OF THE GENESEE COUNTY  
PROSECUTING ATTORNEY**

\_\_\_\_\_  
By: MARK YOUNG, Chairperson  
Genesee County Board of Commissioners

\_\_\_\_\_  
By: DAVID LEYTON,  
Genesee County Prosecuting Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Attachment A**

# MONTHLY INVOICE and REPORT FORM

Office of the Genesee County

Agency: Prosecuting Attorney

Activity: Assistant Prosecuting Attorney Services

Contract Term:

October 1, 2017 - September 30, 2018

Activity Period: Month of: \_\_\_\_\_

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

Agency's Authorizing Signature: \_\_\_\_\_

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

- |     |  |   |
|-----|--|---|
| 1.  | Total number of Genesee County residents aged 60 years and older ("senior clients") who were new crime victims referred from the Elder Abuse and Exploitation Prevention Program (EAP) during this month.  | <div style="border: 1px solid black; height: 40px; width: 100%;"></div> |
| 2.  | Total number of Genesee County residents aged 60 years and older ("senior clients") who were new crime victims referred from sources other than the EAP during this month.   | <div style="border: 1px solid black; height: 40px; width: 100%;"></div> |
| 3.  | Cumulative number of senior client crime victims from Question # 1 served under this MOU.  | <div style="border: 1px solid black; height: 40px; width: 100%;"></div> |
| 4.  | Cases charged and pending in the Genesee County court systems.   | <div style="border: 1px solid black; height: 40px; width: 100%;"></div> |
| 5.  | Total number of senior client cases from Question # 1 <i>completed</i> by the Assistant Prosecuting Attorney under this MOU during this month.   | <div style="border: 1px solid black; height: 40px; width: 100%;"></div> |
| 6.  | Total number of senior client cases from Question # 2 <i>completed</i> by the Assistant Prosecuting Attorney under this MOU during this month.   | <div style="border: 1px solid black; height: 40px; width: 100%;"></div> |
| 7.  | Total number of warrants issued during this month.   | <div style="border: 1px solid black; height: 40px; width: 100%;"></div> |
| 8.  | For each senior client included in Questions # 1 & # 2, email that client's address including street number & street name, city or village, and zip code, date(s) of service and description of service provided. (Do not include client names.) | <div style="border: 1px solid black; height: 40px; width: 100%;"></div> |
| 9.  | Total number of Assistant Prosecuting Attorney hours spent on cases described in Questions # 1, 2, 4, and 5.   | <div style="border: 1px solid black; height: 40px; width: 100%;"></div> |
| 10. | Attach backup documentation for Assistant Prosecuting Attorney hours.  | <div style="border: 1px solid black; height: 40px; width: 100%;"></div> |

Fund: 202-

Account Number: \_\_\_\_\_

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

Staff Review: \_\_\_\_\_

Staff Reviewer's Initials: \_\_\_\_\_

Office of  
Senior Services  
Signature \_\_\_\_\_

Office of Senior Services Department Authority

Senior Millage Service Providers  
Client Addresses

Month & Year: \_\_\_\_\_

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/A/C/H /NA/U)
1	OGCP	PROS							
2	OGCP	PROS							
3	OGCP	PROS							
4	OGCP	PROS							
5	OGCP	PROS							
6	OGCP	PROS							
7	OGCP	PROS							
8	OGCP	PROS							
9	OGCP	PROS							
10	OGCP	PROS							
11	OGCP	PROS							
12	OGCP	PROS							
13	OGCP	PROS							
14	OGCP	PROS							
15	OGCP	PROS							
16	OGCP	PROS							
17	OGCP	PROS							
18	OGCP	PROS							
19	OGCP	PROS							

## **Attachment B**

(Approved Budget FY 2017 – 2018)





OFFICE OF THE PROSECUTOR  
GENESEE COUNTY COURTHOUSE  
900 S. SAGINAW STREET  
FLINT, MICHIGAN 48502

ADMINISTRATION (810) 257-3210  
FAMILY SUPPORT (810) 257-3240  
WARRANT DIVISION (810) 257-3165  
CRIMINAL DIVISION (810) 257-3232

June 23, 2017

TO: Paul Edwards

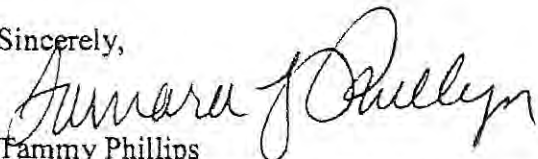
FROM: Tammy Phillips

RE: Senior Millage Budget Proposal 2017-18



Senior Millage Cost Proposal the Genesee County Prosecutor	Office of	Budget FY 2017-2018
County Employees (Union Contracts) Salaries including benefits		
Assistant Prosecuting Attorneys		\$46,000.00
Clerical Staff		\$7,000.00
Total County Employee Costs		\$53,000.00
Direct Costs		
Office Supplies		\$200.00
Total Direct Costs		\$200.00
Total Project Costs		\$53,200.00

Sincerely,

  
Tammy Phillips  
Managing Assistant Prosecuting Attorney  
810-424-4484

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN**

**THE COUNTY OF GENESEE**

Acting By and Through  
**Genesee County Office of Senior Services ("GCSS")  
Room 361, Genesee County Administration Building  
1101 Beach Street, Flint, Michigan 48502  
Hereinafter referred to as the "COUNTY"**

and

**OFFICE OF THE GENESEE COUNTY PROBATE COURT**

**900 South Saginaw Street  
Flint, Michigan 48502  
Hereinafter referred to as the "PROBATE COURT"**

**For the period from October 1, 2017 through September 30, 2018**

**Whereas**, the PROBATE COURT is statutorily responsible for appointing a Guardian ad Litem for an unrepresented individual when a petition to appoint a guardian and/or a conservator is filed, and also provides statutorily required guardianship and conservatorship reviews when a guardian or conservator has been appointed; and

**Whereas**, the COUNTY and the PROBATE COURT previously entered into a Memorandum of Understanding for a program of services titled **"Elder Abuse and Exploitation Prevention Services"** (hereinafter referred to as "Services") funded by the Senior Citizen Services millage wherein the PROBATE COURT provided these services on behalf of Genesee County resident senior citizens associated with the Genesee County Sheriff's Department Elder Abuse Program ("EAP"); and

**Whereas**, the COUNTY elects to continue to fund these Services from the Senior Millage.

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

**A. PURPOSE:**

This Memorandum of Understanding ("MOU") is entered into for the purpose of continued funding to the PROBATE COURT for its provision to qualified senior individuals residing in Genesee County of Guardian Ad Litem services and guardianship and conservatorship reviews in conjunction with the Genesee County Office of the Sheriff Elder Abuse and Exploitation Prevention Program funded by Senior Citizen Services Millage dollars.

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

1. This MOU shall commence on October 1, 2017 and continue through September 30, 2018.

2. This MOU is effective as of the commencement date upon approval by the Genesee County Board of Commissioners.
3. The PROBATE COURT will provide the COUNTY with monthly reports providing statistics regarding the use of the senior millage funded staff persons using the format provided in Attachment A, including the Monthly New Client Address Form that is in an Excel Format and is to be sent electronically each month. PROBATE COURT will also provide the County a monthly breakdown of financial data, regarding services provided, by Local Unit of Government (LUG).
4. The PROBATE COURT agrees to include the following statement, where practicable, in or on printed materials, newsletters, surveys, website, special events, programs, registration materials, advertisements, DVDs, CDs, program presentations, etc.: *"This program and/or service is funded in whole or in part by Genesee County Senior Millage funds. Your tax dollars are at work."*
5. The PROBATE COURT agrees that Senior Millage funds may not be used to provide increases in salaries or compensation packages for any employee of PROBATE COURT, unless required by a collective bargaining agreement that existed as of October 1, 2010 or unless a wage increase is required to comply with any state or federal minimum wage law.
6. The PROBATE COURT agrees that overnight travel funded by Senior Millage dollars shall be approved in advance by the Genesee County Board of Commissioners.
7. Subject to availability and other applicable conditions, the COUNTY agrees to provide funding throughout the period of this MOU under the terms of this MOU.
8. The PROBATE COURT is responsible for all SERVICES performed under this MOU. If a Subcontractor is used; the PROBATE COURT is the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract, regardless of who actually provides the services. The PROBATE COURT shall notify COUNTY of any subcontractors to be utilized prior to their use. The COUNTY reserves the right to approve or reject any proposed subcontractor.
9. The PROBATE COURT shall provide to eligible Genesee County senior citizens the Services as governed by MCL §700.5303 and §700.5406, which require that a guardian ad litem (GAL) be appointed by the Probate Court when a petition to appoint a guardian and/or a conservator is filed and the subject of the petition (the proposed ward) is not represented by an attorney. The duties of the GAL are as listed in MCL §700.5305. The PROBATE COURT shall also provide to eligible Genesee County senior citizens the Guardianship/Conservatorship reviews as required under MCL §700.5309. The PROBATE COURT proposes to expend \$ 14,000.00 for contracted senior Guardian ad Litem Services (200 units at \$ 70.00 per unit) and to expend \$ 14,000.00 for contracted senior Guardianship Review Services (200 units at \$ 70.00 per unit). The remainder of the funding shall be directed toward county staff hours on eligible senior projects.
10. The COUNTY will transfer \$ 85,847.00 from the Senior Millage Fund to the General Fund for the services for FY 2017 - 2018 by September 30, 2018.

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

**C. MEMORANDUM OF UNDERSTANDING ATTACHMENTS**

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

Attachment A: Reporting Forms (Monthly Invoice Form & Monthly New Client Address Form)

Attachment B: Approved Budget FY 2017 - 2018

**COUNTY OF GENESEE**

**GENESEE COUNTY PROBATE COURT**

\_\_\_\_\_  
By: MARK YOUNG, Chairperson  
Genesee County Board of Commissioners

\_\_\_\_\_  
By: HONORABLE RICHARD B. YUILLE  
Chief Probate Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Attachment A**



# MONTHLY INVOICE and REPORT FORM

Agency: Genesee County Probate Court

Activity:

Guardianship/Conservatorship Reviews

Contract Term: October 1, 2017 - September 30, 2018

Activity Period: Month of

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

Agency's Authorizing Signature: \_\_\_\_\_

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

- |     |   |   |
|-----|---|---|
| 1.  | Total number of Genesee County residents aged 60 years and older ("senior clients") who were new clients during this month.   | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| 2.  | Cumulative number of Genesee County senior clients served under this MOU.   | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| 3.  | Total number of senior client account and inventory reviews by the Genesee County Probate Court during this month.  | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| 4.  | Cumulative number of senior client account and inventory reviews by the Genesee County Probate Court under this MOU.  | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| 5.  | How many of the above account and inventory reviews had issues and were referred to the Elder Abuse and Exploitation Prevention Team during this month?   | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| 6.  | What is the cumulative number of account and inventory reviews that had issues and were referred to the Elder Abuse and Exploitation Prevention Team under this MOU?  | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| 7.  | Total number of GAL reports for Genesee County residents aged 60 years and older who were new clients during this month.  | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| 8.  | Cumulative number of GAL reports for Genesee County residents aged 60 years and older who were new clients, under this MOU.   | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| 9.  | Total number of guardianship reviews for Genesee County residents aged 60 years and older this month.   | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| 10. | Cumulative number of guardianship reviews for Genesee County residents aged 60 years and older, under this MOU.   | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| 11. | Number of persons aged 60 years and older on a waiting list for guardianship/conservatorship reviews at the date of this reimbursement request.   | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| 12. | For each senior client included in Item 1, email that client's address including street number & street name, city or village, and zip code. (Do not include client names.)   | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| 13. | Total number of staff time hours spent on senior client guardianship/conservatorship reviews under this MOU, during this month.   | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| 14. | Attach backup documentation for staff time hours. (See instructions for acceptable documentation.)  | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| 15. | List names and titles of staff who performed work for senior clients under this MOU during this month. Indicate whether staff are part-time or full-time. Attach pertinent licensures, as applicable, if not submitted during a previous month. |   |


Fund: 202-

Account Number: \_\_\_\_\_

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

Staff Review: \_\_\_\_\_

Staff Reviewer's Initials: \_\_\_\_\_

Office of  
Senior Services  
Signature

Office of Senior Services Department Authority

# MONTHLY INVOICE and REPORT FORM

## DEFINITIONS & INSTRUCTIONS

### Activity Period

An activity period is defined as one calendar month, beginning on the first date and ending on the last date of the calendar month.

Example: October 1, 2011 to October 31, 2011

### New Client

A new client is one Genesee County resident, aged 60 years and older, who has not ever received services under this contract prior to the start of the reporting activity period.

### Cumulative

For the purposes of reporting on this contract, cumulative refers to the number of senior clients counted from October 1, 2011 to the end of the reporting activity period.

### Discharged

For the purposes of reporting on this contract, a client or volunteer may be considered to be discharged when services are no longer needed, requested, or otherwise not provided by your organization under this contract.

Prompt reimbursement by the County for services is contingent upon full contractual compliance. Monthly invoice/report forms must be complete and must include attached information as indicated by a checkmark in the form. Incomplete forms will not be considered for approval until completed by Contractor. Based upon the costs of budgetary items described and included within the Contractor's Proposal and any amended budget submitted in preparation for an Amendment to Contract, supportive documentation is required to be submitted with any monthly reimbursement request for expense verification.

The following list is provided for the Contractor's use as an example of supportive / backup documentation, but is not intended to be all inclusive. Copies of check ledgers and/or actual receipts indicating expenditure date and definitive purpose of each expenditure are also considered examples of supportive documentation.

### Labor Costs:

- Staff Time Sheets
- Copies of Payroll/Checks

### Cost of Supplies and Materials:

- Copies of uniforms purchase receipts
- Copies of Postage Receipts
- Copies of Newsletters/Publications

### Direct and Indirect Costs, General and Administrative Burden or Overhead:

- Copies of site rental payment receipts
- Copies of telephone bills
- Copies of paid invoices for fringe benefits

### Transportation Costs, if included in budget:

- Copies of travel reimbursement payments
- Copies of mass transit bus pass purchases

# MONTHLY INVOICE and REPORT FORM

## HOURS / UNITS CONVERSION TABLE

The standard unit of service provision for this contract is one hour. It is expected, however, that services will routinely be provided that do not require a full hour to perform. The County utilizes a 1/10 of an hour system which breaks down the hour into six minute increments. When preparing the invoice for reimbursement, please use the following chart when determining partial units of service.

Hourly / Unit Conversion Table

Minutes	=	Tenths	
1 through 6	=	0.1	(greater than 0 less than or equal to 6)
7 through 12	=	0.2	(7 to less than or equal to 12)
13 through 18	=	0.3	(13 to less than or equal to 18)
19 through 24	=	0.4	(19 to less than or equal to 24)
25 through 30	=	0.5	(25 to less than or equal to 30)
31 through 36	=	0.6	(31 to less than or equal to 36)
37 through 42	=	0.7	(37 to less than or equal to 42)
43 through 48	=	0.8	(43 to less than or equal to 48)
49 through 54	=	0.9	(49 to less than or equal to 54)
55 through 60	=	1.0 (whole hour)	(55 to less than or equal to 60)

### Example:

Client A is provided service taking 2 hours and 45 minutes.  
 Client B is provided service taking 17 minutes.  
 Client C is provided service taking 7 minutes.

Client A can be billed for 2.8 units  
 Client B can be billed for .3 units  
 Client C can be billed for .2 units

Total Units of Service for reimbursement request is:

3.3 units

Senior Millage Service Providers  
Client Addresses

Month & Year: \_\_\_\_\_

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE	
									(AA/AC/H /NA/U)	DOLLAR AMOUNT
1	PROB	AUD								
2	PROB	AUD								
3	PROB	AUD								
4	PROB	AUD								
5	PROB	AUD								
6	PROB	AUD								
7	PROB	AUD								
8	PROB	AUD								
9	PROB	AUD								
10	PROB	AUD								
11	PROB	AUD								
12	PROB	AUD								
13	PROB	AUD								
14	PROB	AUD								
15	PROB	AUD								
16	PROB	AUD								
17	PROB	AUD								
18	PROB	AUD								
19	PROB	AUD								

## **ATTACHMENT B**

(Approved Budget FY 2017 – 2018)



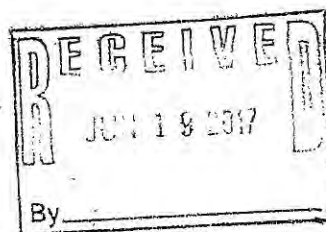
---

Proposed Budget

Genesee County Probate Court 2017-18

Service	Units	Unit Cost	Total
Guardian ad Litem Services	200	\$70	\$14,000
Guardianship Review Services	200	\$70	\$14,000
Audit/Review Accounts and Inventories			\$57,847
			<hr/> \$85,847 <hr/>

---



## Attachment F



DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

DIRECTOR'S OFFICE

OCCUPATIONAL HEALTH STANDARDS

Filed with the Secretary of State on June 30, 1993 (as amended November 14, 1996)  
(as amended June 28, 2001) (as amended October 28, 2014)

These rules become effective immediately upon filing with the Secretary of State  
unless adopted under section 33, 44, or 45a(6) of 1969 PA 306.

Rules adopted under these sections become effective 7 days after filing with the Secretary of State.

(By authority conferred on the director of the department of licensing and regulatory affairs  
by sections 14 and 24 of 1974 PA 154, MCL 408.1014 and 408.1024,  
and Executive Reorganization Order Nos. 1996-1 and 1996-2, 2003-1, 2008-4,  
and 2011-4, MCL 330.3101, 445.2001, 445.2011, 445.2025 and 445.2030)

R 325.70002, R 325.70003, R 325.70004, R 325.70007, R 325.70008, R 325.70009, R 325.70011, R 325.70013,  
R 325.70014, R 325.70015, R 325.70016 and R 325.70017 of the Michigan Administrative code are amended,  
and R 325.70001a is added, and R 325.70017 and R 325.70018 of the Code are rescinded as follows:

PART 554. BLOODBORNE INFECTIOUS DISEASES

Table of Contents:

R 325.70001 Scope.....	1	R 325.70012 HIV and HBV research laboratories and production facilities.....	7
R 325.70001a Referenced standards.....	1	R 325.70013 Vaccinations and postexposure follow-up.....	8
R 325.70002 Definitions.....	1	R 325.70014 Communication of hazards to employees.....	9
R 325.70003 Exposure determination.....	3	R 325.70015 Recordkeeping.....	10
R 325.70004 Exposure control plan.....	3	R 325.70016 Information and training.....	11
R 325.70005 Universal precautions.....	4	Appendix A - Information sheet.....	12
R 325.70006 Engineering controls.....	4	Appendix B - Sample waiver statement when an employee declines the hepatitis b vaccination....	14
R 325.70007 Work practices.....	4		
R 325.70008 Protective work clothing and equipment.....	5		
R 325.70009 Housekeeping.....	5		
R 325.70010 Regulated waste disposal.....	6		
R 325.70011 Laundry.....	6		

**R 325.70001 Scope.**

**Rule 1.** These rules apply to all employers that have employees with occupational exposure to blood and other potentially infectious material.

**R 325.70001a Referenced standards.**

**Rule 1a.** (1) The following Michigan occupational safety and health standards are referenced in these rules. Up to 5 copies of these standards may be obtained at no charge from the Michigan Department of Licensing and Regulatory Affairs, MIOSHA Regulatory Services Section, 7150 Harris Drive, P.O. Box 30643, Lansing, Michigan 48909-8143, or via the internet at website:

[www.michigan.gov/mioshastandards](http://www.michigan.gov/mioshastandards). For quantities greater than 5, the cost, at the time of adoption of these rules, is 4 cents per page.

(a) Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," R 325.3451 to R 325.3476.

(b) MIOSHA Standard Part 11. "Recording and Reporting of Occupational Injuries and Illnesses," R 408.22101 to R 408.22162.

(2) The appendices to these rules are informational only and are not intended to create any additional obligations or requirements not otherwise imposed by these rules or to detract from any established obligations or requirements.

**R 325.70002 Definitions.**

**Rule 2.** As used in these rules:

(a) "Act" means Michigan occupational safety and health act (MIOSHA), 1974 PA 154, MCL 408.1001 to 408.1094.

(b) "Biologically hazardous conditions" means equipment, containers, rooms, materials, experimental animals, animals infected with HBV or HIV virus, or combinations thereof that contain, or are contaminated with, blood or other potentially infectious material.

(c) "Blood" means human blood, human blood components, and products made from human blood.

(d) "Bloodborne pathogens" means pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

(e) "Clinical laboratory" means a workplace where diagnostic or other screening procedures are performed on blood or other potentially infectious material.

(f) "Contaminated" means the presence or the reasonably anticipated presence of blood or other potentially infectious material on an item or surface.

(g) "Contaminated laundry" means laundry that has been soiled with blood or other potentially infectious materials or that may contain sharps.

(h) "Contaminated sharps" means any contaminated object that can penetrate the skin, including any of the following:

- (i) Needles.
- (ii) Scalpels.
- (iii) Broken glass.
- (iv) Broken capillary tubes.
- (v) Exposed ends of dental wires.

(i) "Decontamination" means the use of physical or chemical means to remove, inactivate, or destroy bloodborne pathogens on a surface or item to the point where they are no longer capable of transmitting infectious particles and the surface or item is rendered safe for handling, use, or disposal.

(j) "Department" means the department of licensing and regulatory affairs.

(k) "Director" means the director of the department or his or her designee.

(l) "Disinfect" means to inactivate virtually all recognized pathogenic microorganisms, but not necessarily all microbial forms, on inanimate objects.

(m) "Engineering controls" means controls, for example, sharps disposal containers, self-sheathing needles, or safer medical devices, such as sharps with engineered sharps injury protections and needleless systems, that isolate or remove the bloodborne pathogen hazard from the workplace.

(n) "Exposure" means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties. "Exposure" does not include incidental exposures that may take place on the job, that are neither reasonably nor routinely expected, and that the worker is not required to incur in the normal course of employment.

(o) "Exposure incident" means a specific eye, mouth, other mucous membrane, nonintact skin, or parenteral contact with blood or other potentially infectious material that results from the performance of an employee's duties.

(p) "Handwashing facilities" means facilities that provide an adequate supply of running, potable water, soap, and single-use towels or an air drying machine.

(q) "Licensed health care professional" means a person whose legally permitted scope of practice allows him or her to independently perform the activities required by R 325.70013 concerning hepatitis B vaccination and post-exposure evaluation and follow-up.

(r) "Needleless systems" means a device that does not use needles for any of the following:

(i) The collection of bodily fluids or withdrawal of body fluids after initial venous or arterial access is established.

(ii) The administration of medication or fluids.

(iii) Any other procedure involving the potential for occupational exposure to bloodborne pathogens due to percutaneous injuries from contaminated sharps.

(s) "Other potentially infectious material" means any of the following:

(i) Any of the following human body fluids:

- (A) Semen.
- (B) Vaginal secretions.
- (C) Amniotic fluid.
- (D) Cerebrospinal fluid.
- (E) Peritoneal fluid.
- (F) Pleural fluid.
- (G) Pericardial fluid.
- (H) Synovial fluid.
- (I) Saliva in dental procedures.
- (J) Any body fluid that is visibly contaminated with blood.

(K) All body fluids in situations where it is difficult or impossible to differentiate between body fluids.

(ii) Any unfixed tissue or organ, other than intact skin, from a living or dead human.

(iii) Cell or tissue cultures that contain HIV, organ cultures, and culture medium or other solutions that contain HIV or HBV; and blood, organs, or other tissues from experimental animals infected with HIV or HBV.

(t) "Parenteral" means exposure occurring as a result of piercing mucous membrane or the skin barrier, such as exposure through subcutaneous, intramuscular, intravenous, or arterial routes resulting from needlesticks, human bites, cuts, and abrasions.

(u) "Personal protective equipment" or "PPE" means specialized clothing or equipment that is worn by an employee to protect him or her from a hazard. General work clothes, such as uniforms, pants, shirts, or blouses, that are not intended to function as protection against a hazard are not considered to be personal protective equipment.

(v) "Production facility" means a facility that is engaged in the industrial-scale, large-volume production of HIV or HBV or in the high-concentration production of HIV or HBV.

(w) "Regulated waste" means any of the following:

(i) Liquid or semiliquid blood or other potentially infectious material.

(ii) Contaminated items that would release blood or other potentially infectious material in a liquid or semiliquid state if compressed.

(iii) Items that are caked with dried blood or other potentially infectious material and that are capable of releasing these materials during handling.

(iv) Contaminated sharps.

(v) Pathological and microbiological waste that contains blood and other potentially infectious material.

(x) "Research laboratory" means a laboratory that produces or uses research laboratory-scale amounts of HIV or HBV. A research laboratory may produce high concentrations of HIV or HBV, but not in the volume found in a production facility.

(y) "Sharps with engineered sharps injury protections" means a nonneedle sharp or a needle device that is used for withdrawing body fluids, accessing a vein or artery, or administering medications or other fluids, and that has a built-in safety feature or mechanism that effectively reduces the risk of an exposure incident.

(z) "Source individual" means any living or dead individual whose blood or other potentially infectious material may be a source of occupational exposure to an employee. Examples of a source individual include all of the following:

(i) A patient of a hospital or clinic.

(ii) A client of an institution for the developmentally disabled.

(iii) A victim of trauma.

(iv) A client of a drug or alcohol treatment facility.

(v) A resident of a hospice or nursing home.

(vi) Human remains.

(vii) An individual who donates or sells his or her blood or blood components.

(aa) "Standard operating procedures (SOPs)" means any of the following that address the performance of work activities so as to reduce the risk of exposure to blood and other potentially infectious material:

(i) Written policies.

(ii) Written procedures.

(iii) Written directives.

(iv) Written standards of practice.

(v) Written protocols.

(vi) Written systems of practice.

(vii) Elements of an infection control program.

(bb) "Sterilize" means the use of a physical or chemical procedure to destroy all microbial life, including highly resistant bacterial endospores.

(cc) "Universal precautions" means a method of infection control that treats all human blood and other potentially infectious material as capable of transmitting HIV, HBV, and other bloodborne pathogens.

(dd) "Work practices" means controls that reduce the likelihood of exposure to bloodborne pathogens by altering the manner in which a task is performed.

### **R 325.70003 Exposure determination.**

**Rule 3.** (1) An employer shall evaluate routine and reasonably anticipated tasks and procedures to determine whether there is actual or reasonably anticipated employee exposure to blood or other potentially infectious material. Based on this evaluation, an employer shall categorize all employees into category A or B as follows:

(a) Category A consists of occupations that require procedures or other occupation-related tasks that involve exposure or reasonably anticipated exposure to blood or other potentially infectious material or that involve a likelihood for spills or splashes of blood or other potentially infectious material. This includes procedures or tasks conducted in nonroutine situations as a condition of employment.

(b) Category B consists of occupations that do not require tasks that involve exposure to blood or other potentially infectious material on a routine or nonroutine basis as a condition of employment. Employees in occupations in this category do not perform or assist in emergency medical care or first aid and are not reasonably anticipated to be exposed in any other way.

(2) An exposure determination shall be made without regard to the use of personal protective clothing and equipment.

(3) An employer shall maintain a list of all job classifications that are determined to be category A.

### **R 325.70004 Exposure control plan.**

**Rule 4.** (a) If an employee is determined to be in category A, then an employer shall establish a written exposure control plan to minimize or eliminate employee exposure.

(b) An exposure control plan shall contain all of the following information:

(i) The exposure determination required by R 325.70003(1).

(ii) The schedule and method of implementation for each applicable rule.

(iii) The contents or a summary of the training program required by R 325.70016.

(iv) The procedures for the evaluation of circumstances surrounding exposure incidents as required by R 325.70013(5).

(v) Task-specific standard operating procedures (SOPs) that address all of the following areas:

(A) Employee recognition of reasonably anticipated exposure to blood and other potentially infectious material.

(B) Appropriate selection, use, maintenance, and disposal of personal protective equipment.



(C) Contingency plans for foreseeable circumstances that prevent following the recommended SOPs.

(c) General employer policies or task-specific SOPs shall address the management of inadvertent exposures such as needlesticks or mucus membrane exposures.

(d) The exposure control plan shall be reviewed at least annually and updated as necessary. A review shall consider changes in employees' tasks and procedures and the latest information from the centers for disease control or the department. See appendix A for addresses of these agencies. The review and update of the exposure control plans shall comply with both of the following provisions:

(i) Reflect changes in technology that eliminate or reduce exposure to bloodborne pathogens.

(ii) Document annually consideration and implementation of appropriate commercially available and effective safer medical devices designed to eliminate or minimize occupational exposure.

(e) An employer shall ensure that only a person who has knowledge of applicable control practices is authorized to write and to review an exposure control plan.

(f) An employer shall ensure that the exposure control plan is made available to the director or a representative of the director for examination and copying upon request.

(g) An employer shall ensure that a copy of the exposure control plan is accessible to category A employees in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(h) An employer who is required to establish an exposure control plan shall solicit input from non-managerial employees responsible for direct patient care who are potentially exposed to injuries from contaminated sharps in the identification, evaluation, and selection of effective engineering and work practice controls and shall document the solicitation in the exposure control plan.

#### **R 325.70005 Universal precautions.**

**Rule 5.** Universal precautions shall be observed to prevent contact with blood and other potentially infectious materials. If differentiation between body fluid types is difficult or impossible, all body fluids shall be considered potentially infectious materials.

#### **R 325.70006 Engineering controls.**

**Rule 6.** (1) Engineering controls shall be used in combination with work practice controls to minimize or eliminate employee exposure to blood and other potentially infectious material. Where exposure remains after use of engineering and work practice controls, personal protective equipment shall also be used.

(2) Engineering controls shall be examined and maintained or replaced on a regular schedule to ensure their effectiveness.

(3) An employer shall provide hand-washing facilities which are readily accessible to employees. When provision of hand-washing facilities is not feasible, an employer shall provide an appropriate antiseptic hand cleanser with clean cloth or paper towels or antiseptic towelettes.

#### **R 325.70007 Work practices.**

**Rule 7.** At a minimum, work practices shall ensure all of the following:

(a) All personal protective equipment shall be removed before leaving the work area and shall be placed in an appropriately designated area or container for storage, washing, decontamination, or disposal.

(b) If a garment is penetrated by blood or other potentially infectious materials, the garment shall be removed immediately or as soon as feasible.

(c) Employers shall provide handwashing facilities that are readily accessible to employees. When provision of handwashing facilities is not feasible, the employer shall provide either an appropriate antiseptic hand cleanser in conjunction with clean cloth/paper towels or antiseptic towelettes. When antiseptic hand cleansers or towelettes are used, employees shall wash hands with soap and running water as soon as feasible.

(d) Employers shall ensure that employees wash their hands immediately or as soon as feasible after removal of gloves or other personal protective equipment.

(e) Employers shall ensure that employees wash hands and any other skin with soap and water, or flush mucous membranes with water immediately or as soon as feasible following contact of such body areas with blood or other potentially infectious materials.

(f) Used needles and other contaminated sharps shall not be sheared, bent, or broken and shall not be recapped or resheathed where other disposal methods are practical. Used needles and other sharps shall not be recapped, resheathed, or removed unless the employer can demonstrate that no alternative is feasible or that such action is required by a specific medical procedure. Needle recapping or removal shall be accomplished by use of a mechanical device or a 1-handed technique. The disposal of needles and sharps shall be accomplished in accordance with the provisions of R 325.70010.

(g) Eating, drinking, smoking, applying cosmetics or lip balm, or handling contact lenses is prohibited in laboratories and other work areas where there is a reasonable likelihood of exposure.

(h) Food and drink shall not be stored in refrigerators, freezers, shelves, cabinets, or on countertops or benchtops where blood or other potentially infectious material is present or in other areas of possible contamination.

(i) All procedures that involve blood or other potentially infectious material shall be performed in a manner that minimizes splashing, spraying, and aerosolization of blood or other potentially infectious material.

(j) Mouth pipetting or suctioning is prohibited.

**R 325.70008 Protective work clothing and equipment.**

**Rule 8.** An employer shall provide protective work clothing and equipment used in the following:

(a) When there is occupational exposure, an employer shall provide, at no cost to the employee, and assure that an employee uses, appropriate personal protective clothing and equipment, such as any of the following:

- (i) Gloves.
- (ii) Gowns.
- (iii) Fluid-proof aprons.
- (iv) Laboratory coats.
- (v) Head and foot coverings.
- (vi) Faceshields or mask and eye protection.
- (vii) Mouthpieces.
- (viii) Resuscitation bags.
- (ix) Pocket masks.
- (x) Other ventilation devices.

Personal protective equipment is appropriate only if it does not permit blood or other potentially infectious material to pass through to or reach the employee's work clothes, street clothes, undergarments, skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration of time that the protective equipment is used.

(b) An employer shall ensure that an employee uses appropriate personal protective equipment unless the employer shows that the employee temporarily and briefly declined to use PPE when, under rare and extraordinary circumstances, it was the employee's professional judgment that in the specific instance the use of PPE would have prevented the delivery of health care or public safety services or would have posed an increased hazard to the safety of the worker or coworker. When the employee makes this judgment, the circumstances shall be investigated and documented to determine if changes can be made to prevent future occurrences.

(c) An employer shall assure that appropriate protective equipment and clothing in the appropriate sizes are readily accessible at the worksite or issued to employees at no cost to the employees. Hypoallergenic gloves, glove liners, powderless gloves, or other similar alternatives shall be readily accessible to employees who are allergic to the gloves normally provided. See appendix A for more information.

(d) An employer shall provide for the cleaning, laundering, or disposing of protective clothing and equipment required by this rule.

(e) An employer shall repair or replace required protective clothing and equipment as needed to maintain their effectiveness.

(f) An employee shall wear gloves if there is a reasonable anticipation of direct skin contact with blood, other potentially infectious material, mucous membranes, or nonintact skin of patients; when performing vascular access procedures, except as specified in subdivision (g) of this subrule; and when handling items or surfaces that are soiled with blood or other potentially infectious material.

Disposable (single-use) gloves, such as surgical or examination gloves, shall be replaced as soon as practical if contaminated or as soon as feasible if torn, punctured, or ineffective as barriers. Disposable gloves shall not be washed or decontaminated for reuse. Utility gloves shall be discarded if any are cracked, peeling, discolored, torn, or punctured or exhibit other signs of deterioration, but may be decontaminated for reuse if the integrity of the glove is maintained.

(g) If an employer of a volunteer blood donation center judges that routine gloving for all phlebotomies is not necessary, the employer shall do all of the following:

- (i) Periodically reevaluate this policy.
- (ii) Make appropriate gloves available to all employees who wish to use them for phlebotomy.
- (iii) Not discourage the use of gloves for phlebotomy.

(iv) Require that gloves be used for phlebotomy in the following circumstances:

(A) When the employee has cuts, scratches, or other breaks in the skin on his or her hands or wrists.

(B) When the employee judges that hand contamination with blood may occur, for example, when performing phlebotomy on an uncooperative patient.

(C) When the employee is receiving training in phlebotomy.

(h) Employees shall wear masks and eye protection or chin-length face shields as appropriate if splashes, sprays, spatters, droplets, or aerosols of blood or other potentially infectious material may be generated and if there is a likelihood for eye, nose, or mouth contamination.

(i) Employees shall wear gowns, lab coats, aprons, clinic jackets, or similar outer garments where appropriate if there is a reasonably anticipated exposure. Such clothing shall protect all areas of exposed skin that have a significant likelihood for contamination. The type of characteristics will depend upon the task and degree of exposure anticipated.

(j) Employees shall wear surgical caps or hoods and shoe covers or boots where appropriate if there is a reasonable anticipation of gross contamination, for example, in autopsies and orthopedic surgery.

**R 325.70009 Housekeeping.**

**Rule 9.** (1) An employer shall assure that the worksite is maintained in a clean and sanitary condition. An employer shall determine and implement an appropriate written schedule for cleaning and for the method of decontamination based on all of the following:

- (a) The location within a facility.
- (b) The type of surface to be cleaned.
- (c) The type of soil present.
- (d) The tasks or procedures being performed.



(2) All equipment and environmental and working surfaces shall be maintained in a sanitary condition as follows:

(a) Work surfaces shall be cleaned and appropriately decontaminated with an appropriate disinfectant in all of the following instances:

- (i) After completion of procedures.
- (ii) When surfaces are overtly contaminated.
- (iii) Immediately when blood or other potentially infectious material is spilled.

(iv) At the end of the work shift if the surface may have become contaminated since the last cleaning. See appendix A for supplemental information.

(b) Protective coverings such as plastic wrap, aluminum foil, or plastic-backed, absorbent paper may be used to cover equipment and environmental surfaces. These coverings shall be removed and replaced at the end of the work shift if contaminated or as soon as feasible when they become overtly contaminated.

(c) Equipment that may become contaminated with blood or other potentially infectious material shall be examined before servicing or shipping and shall be decontaminated as necessary unless the employer can demonstrate that decontamination is not feasible. If decontamination is not feasible, the employer shall ensure that a readily observable label which states the portions of the equipment that remain contaminated and that is in compliance with R 325.70014(2)(h) is attached to the equipment. The employer shall ensure that all affected employees, the servicing representative, or the manufacturer, as appropriate, is notified that equipment decontamination is not feasible and is notified of the portions of the equipment that remain contaminated before handling, servicing, or shipping so that appropriate precautions will be taken.

(d) All bins, pails, cans, and similar receptacles that are intended for reuse and that have a reasonable likelihood for becoming contaminated with blood and other potentially infectious material shall be inspected and decontaminated on a regularly scheduled basis and shall be cleaned and decontaminated immediately, or as soon as possible, upon visible contamination.

(e) Broken glassware that may be contaminated shall not be picked up directly with the hands. It shall be cleaned up using mechanical means, such as a brush and dust pan, tongs, cotton swabs, or forceps.

(f) Specimens of blood or other potentially infectious material shall be placed in a closable leakproof container during collection, handling, processing, storing, transporting, or shipping. If contamination of the outside of a primary container is likely, a second leakproof container shall be placed over the outside of the first and closed to prevent leakage during handling, processing, storing, transporting, or shipping. If puncture of the primary container is likely, then the primary container shall be placed within a leakproof, puncture-resistant secondary container. All containers shall be labeled or color-coded in accordance with R 325.70014.

(g) Reusable sharps that are contaminated with blood or other potentially infectious materials shall not be stored or processed in a manner that requires employees to reach by hand into the containers where these sharps have been placed.

#### **R 325.70010 Regulated waste disposal.**

**Rule 10.** (1) All regulated waste that is being disposed of shall be placed in closable, leakproof containers or bags that are color-coded or labeled as required by the provisions of R 325.70014. If outside contamination of the container or bag is likely to occur, then a second leakproof container or bag that is closable and labeled or color-coded shall be placed over the outside of the first and closed to prevent leakage during handling, storage, and transport.

(2) Immediately after use, contaminated sharps shall be disposed of in closable, leakproof, puncture-resistant, disposable containers that are labeled or color-coded according to the provisions of R 325.70014. These containers shall be easily accessible to personnel; shall be located in the immediate area of use or where sharps are likely to be found, unless needles are mechanically recapped and transported through nonpublic corridors to the container; and shall be replaced routinely and not allowed to overfill.

(3) The disposal of all medical waste shall be in compliance with the provisions of sections 13801 to 13831 of Act No. 368 of the Public Acts of 1978, as amended, being §§333.13801 to 333.13831 of the Michigan Compiled Laws, and known as the medical waste regulatory act.

#### **R 325.70011 Laundry.**

**Rule 11.** (1) Laundry that is or may be soiled with blood or other potentially infectious material or that may contain contaminated sharps shall be treated as if it were contaminated and shall be handled as little as possible with a minimum of agitation.

(2) Contaminated laundry shall be bagged at the location where it was used and shall not be sorted or rinsed in areas where patients are cared for.

(3) Contaminated laundry shall be placed and transported in bags or containers labeled or color-coded in accordance with R 325.70014. If laundry is wet and presents the likelihood for soaking through or leaking from the bag, it shall be placed and transported in leakproof bags.

(4) An employer shall ensure that laundry workers wear protective gloves and other appropriate personal protective work clothing while handling contaminated laundry.

(5) When an employer follows universal precautions in the handling of all soiled laundry, alternative labeling or color coding is sufficient if it permits all employees to recognize the containers that are required to be in compliance with universal precautions.

(6) When an employer ships contaminated laundry off-site to a facility that does not use universal precautions in the handling of all laundry, the shipping employer shall use bags or containers that are labeled or color-coded in accordance with R 325.70014.

**R 325.70012 HIV and HBV research laboratories and production facilities.**

**Rule 12.** (1) This rule applies to research laboratories and production facilities that are engaged in the culture, production, concentration, experimentation, and manipulation of HIV and HBV. This rule applies to such laboratories and facilities in addition to the other requirements of these rules. This rule does not apply to clinical or diagnostic laboratories that are engaged solely in the analysis of blood, tissues, or organs.

(2) Research laboratories and production facilities shall be in compliance with all of the following requirements:

(a) All infectious liquid or solid waste shall be incinerated or decontaminated by a method known to effectively destroy bloodborne pathogens before being disposed of.

(b) Laboratory doors shall be kept closed when work involving HIV or HBV is in progress.

(c) Contaminated materials that are to be decontaminated at a site away from the work area shall be placed in a durable, leakproof, labeled or color-coded container that is closed before being removed from the work area.

(d) Access to the work area shall be limited to authorized persons only. Written policies and procedures shall be established whereby only persons who have been advised of the biohazard, who meet any specific entry requirements, and who comply with all entry and exit procedures shall be allowed to enter the work areas and animal rooms.

(e) When other potentially infectious material or infected animals are present in the work area or containment module, a hazard warning sign that incorporates the universal biohazard symbol shall be posted on all access doors. The hazard warning sign shall be in compliance with the provisions of R 325.70014(1).

(f) All activities that involve other potentially infectious material shall be conducted in biological safety cabinets or other physical containment devices within the containment module. Work with such material shall not be conducted on the open bench.

(g) Laboratory coats, gowns, smocks, uniforms, or other appropriate protective clothing shall be used in the work area and animal rooms. Protective clothing shall not be worn outside of the work area and shall be decontaminated before being laundered.

(h) Special care shall be taken to avoid skin contamination with other potentially infectious materials. Gloves shall be worn when handling infected animals and when making contact with other potentially infectious materials is unavoidable.

(i) All waste from work areas, including animal rooms, shall be incinerated or decontaminated by a method known to effectively destroy bloodborne pathogens before disposal.

(j) Vacuum lines shall be protected with high-efficiency particulate air (HEPA) filters, or equivalent filters, and liquid disinfectant traps. Filters and traps shall be checked routinely and maintained or replaced as necessary.

(k) Hypodermic needles, syringes, and other sharp instruments shall be used only when a safer alternate technique is not feasible. Only needle-locking syringes or disposable syringe with needle units that have a needle as an integral part of the syringe shall be used for the injection or aspiration of other potentially infectious material. Extreme caution shall be used when handling needles and syringes to avoid autoinoculation and the generation of aerosols during use and disposal. A needle shall not be bent, sheared, replaced in the sheath or guard, or removed from the syringe after being used. The needle and syringe shall be promptly placed in a puncture-resistant container and decontaminated, preferably by autoclaving, before being discarded or reused.

(l) A spill or accident that results in an exposure incident shall be immediately reported to the laboratory director or another responsible person. Spills shall immediately be contained and cleaned up by appropriate professional staff who are trained and equipped to work with potentially concentrated infectious material.

(m) A biosafety manual shall be prepared or adopted and reviewed and updated at least annually. Personnel shall be advised of potential hazards and shall be required to read and follow instructions on practices and procedures.

(n) Both of the following containment equipment requirements shall be complied with:

(i) Class I, II, or III certified biological safety cabinets or other appropriate combinations of personal protection or physical containment devices, such as any of the following, shall be used for all activities with other potentially infectious material that poses a threat of exposure to droplets, splashes, spills, or aerosols:

(A) Special protective clothing.

(B) Respirators.

(C) Centrifuge safety cups.

(D) Sealed centrifuge rotors.

(E) Containment caging for animals.

(ii) Biological safety cabinets shall be certified when installed, at least annually, and when they are relocated.

(3) HIV and HBV research laboratories shall be in compliance with both of the following requirements:

(a) Each laboratory shall contain a sink for washing hands and an eye wash station that are readily available in the work area.

(b) An autoclave for the decontamination of regulated wastes shall be available.



(4) HIV and HBV production facilities shall be in compliance with all of the following requirements:

(a) The work areas shall be separated from areas that are open to an unrestricted traffic flow within the building. Passage through 2 sets of doors shall be the basic requirement for entry into the work area from access corridors or other contiguous areas. Physical separation of the high-containment work area from access corridors or other areas or activities may also be provided by a double-doored room for changing clothes, an airlock, or other access facility that requires passing through 2 sets of doors before entering the work area. Showers may be included as part of the changing room.

(b) The interior surfaces of walls, floors, and ceilings shall be water-resistant so that they can be easily cleaned. Penetrations in these surfaces shall be sealed or capable of being sealed to facilitate decontamination of the work area.

(c) Each work area shall contain a sink for washing hands. The sink shall be foot-operated, elbow operated, or automatically operated and shall be located near the exit door of the work area.

(d) Access doors to the work area or containment module shall be self-closing.

(e) An autoclave for the decontamination of infectious wastes shall be available within, or as near as possible to, the work area.

(f) A ducted exhaust air ventilation system shall be provided. This system shall create directional airflow that draws air into the work area through the entry area. The exhaust air shall not be recirculated to any other area of the building, shall be discharged to the outside, and shall be dispersed away from occupied areas and air intakes. The proper direction of the airflow into the work area shall be verified.

(5) Additional training requirements for employees in HIV and HBV research laboratories and HIV and HBV production facilities are specified in R 325.70016(6).

### **R 325.70013 Vaccinations and postexposure follow-up.**

**Rule 13.** (1) An employer shall assure that all medical evaluations are procedures that are performed by or under the supervision of a licensed physician or other licensed health care professional and that all laboratory tests are conducted by an accredited laboratory.

(2) An employer shall assure that all evaluations, procedures, vaccinations, and postexposure prophylaxes are provided without cost to the employee, at a reasonable time and place, and according to current recommendations of the United States public health service, unless in conflict with this rule.

(3) An employer shall assure that all employees will receive appropriate counseling with regard to medical risks and benefits before undergoing any evaluations, procedures, vaccinations, or postexposure prophylaxes.

(4) Within 10 working days of the time of initial assignment and after the employee has received training required by R 325.70016(5)(i), an employer shall make all of the following available to each category A employee:

(a) A hepatitis B vaccination. If an employee initially declines vaccination, but at a later date, while still covered under these rules, decides to accept the HBV vaccine, the employer shall provide the vaccine at that time. If a booster dose or doses are recommended by the United States public health service at a future date, the booster dose or doses shall be made available.

(b) If an employee has previously received the complete HBV vaccination series, is found to be immune to HBV by virtue of adequate antibody titer, or the vaccine is contraindicated for medical reasons, then the employer is not required to offer the HBV vaccine to that employee.

(c) An employer shall not make participation in a prescreening program a prerequisite for receiving hepatitis B vaccination.

(d) An employer shall assure that an employee who declines to accept hepatitis B vaccination signs a waiver statement with all of the following provisions:

(i) Understanding of risk.

(ii) Acknowledgment of opportunity of vaccination at no cost.

(iii) Declining vaccination.

(iv) Future availability of vaccination at no cost if desired, if still in at-risk status. See appendix B for a sample of an acceptable waiver statement.

(5) An employer shall provide each exposed employee with an opportunity to have a confidential medical evaluation and follow-up subsequent to a reported occupational exposure incident to blood or other potentially infectious material. The evaluation and follow-up shall include, at a minimum, all of the following elements:

(a) Documentation of the route or routes of exposure and the circumstances under which the exposure incident occurred.

(b) Identification and documentation of the source individual, unless the employer can establish that identification is infeasible or prohibited by state or local law, shall include all of the following:

(i) The source individual's blood shall be tested as soon as feasible and after consent is obtained to determine HBV and HIV infectivity. If consent is not obtained, the employer shall establish that legally required consent cannot be obtained. If the source individual's consent is not required by law, his or her blood, if available, shall be tested and the results documented.

(ii) If the source individual is already known to be infected with HBV or HIV, testing need not be repeated.

(iii) Results of the source individual's testing shall be made available to the exposed employee, and the employee shall be informed of applicable laws and regulations concerning disclosure of the identity and infectious status of the source individual.



(c) Collection and testing of blood or HBV and HIV serological status shall include both of the following:

(i) The exposed employee's blood shall be collected as soon as feasible and tested after consent is obtained.

(ii) If the exposed employee consents to baseline blood collection, but not to HIV testing at that time, the sample shall be preserved for not less than 90 days. If within the 90 days the employee elects to have the baseline sample tested, such testing shall be done as soon as feasible.

(d) Postexposure prophylaxis, when medically indicated, as recommended by the United States public health service.

(e) Counseling on risk reduction and the risks and benefits of HIV testing in accordance with state law.

(f) Evaluation of reported illnesses.

(6) An employer shall ensure that the health care professional who is responsible for the hepatitis B Vaccination is provided with a copy of these rules and appendices. An employer shall ensure that the health care professional who evaluates an employee after an exposure incident is provided with all of the following information:

(a) A description of the affected employee's duties as they relate to the employee's exposure incident.

(b) Documentation of the route or routes of exposure and the circumstances under which exposure occurred.

(c) Results of the source individual's blood testing, if available.

(d) All medical records that are relevant to the appropriate treatment of the employee, including vaccination status, and that are the employer's responsibility to maintain.

(7) For each evaluation pursuant to the provisions of this rule, an employer shall obtain, and provide an employee with a copy of, the evaluating health care professional's written opinion within 15 working days of the completion of the evaluation. The written opinion shall be limited to the following information:


(a) Whether hepatitis B vaccination is indicated for an employee and if the employee has received such vaccination.

(b) A statement that the employee has been informed of the results of the medical evaluation and that the employee has been told about any medical conditions that have resulted from exposure to blood or other potentially infectious material and that require further evaluation or treatment. The written opinion obtained by the employer shall not reveal specific findings or diagnoses that are unrelated to the employee's ability to wear protective clothing and equipment or receive vaccinations. Such findings and diagnoses shall remain confidential.

(8) Medical records that are required by these rules shall be maintained in accordance with R 325.70015.

#### **R 325.70014 Communication of hazards to employees.**

**Rule 14.** (1) An employer shall post signs at the entrance to work areas specified in R 325.70012. The signs shall bear the following legend:

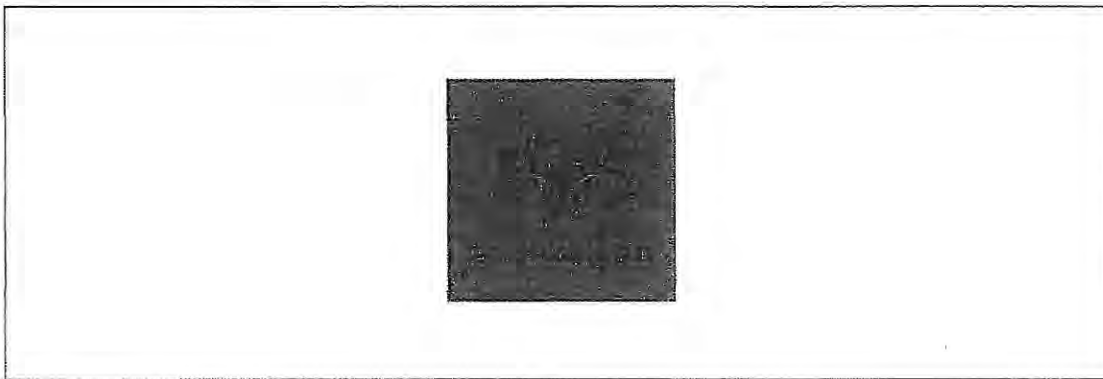

[Name of infectious agent]
[Special requirements for entering the area]
[Name and telephone number of the laboratory director or other responsible person]

These signs shall be fluorescent orange-red with lettering and symbols in a contrasting color.

(2) Labels shall be in compliance with all of the following requirements:

(a) Warning labels shall be affixed to containers of regulated waste, refrigerators and freezers that contain blood or other potentially infectious material, and other containers that are used to store or transport blood or other potentially infectious material, except as provided in subdivision (e) or (f) of this subrule.

(b) Labels that are required pursuant to this rule shall include the follow legend:



(c) Labels shall be fluorescent orange or orange-red or predominately orange or orange-red, with lettering or symbols in a contrasting color.

(d) Labels shall either be an integral part of the container or shall be affixed as close as safely possible to the container by string, wire, or adhesive or by another method that prevents the loss of labels or the unintentional removal of labels.

(e) Red bags or red containers may be substituted for labels.

(f) Containers of blood, blood components, or blood products that are labeled as to their contents and that have been released for transfusion or other clinical use are exempted from the labeling requirements of this rule.

(g) Individual containers of blood or other potentially infectious materials that are placed in a labeled container during storage, transport, shipment, or disposal are exempted from labeling requirements.

(h) Labels required for contaminated equipment shall be in accordance this subrule and shall also describe which portions of the equipment remain contaminated.

(i) Regulated waste that has been decontaminated need not be labeled or color-coded.

#### **R 325.70015 Recordkeeping.**

**Rule 15. (1)** An employer shall establish and maintain medical records for each category A employee in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(2) An employer shall ensure that medical records contain, at a minimum, all of the following information:

(a) The name and social security number of the employee.

(b) A copy of the employee's hepatitis B vaccination status, including the dates administered and medical records relating to the employee's ability to receive a vaccination as required by R 325.70013.

(c) A copy of all results of examinations, medical testing, and follow-up procedures as required by R 325.70013.

(d) The employer's copy of the physician's written opinion.

(e) A copy of the information provided to the physician as required by R 325.70013(6).

(3) An employer shall assure that employee medical records that are required by this rule are kept confidential and are not disclosed or reported without the employee's express written consent to any person within or outside the workplace, except as required by this rule or as may be required or permitted by law.

(4) An employer shall maintain employee medical records for not less than the duration of employment plus 30 years in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(5) An employer shall develop and maintain training records for each category A employee. Training records shall be maintained for 3 years beyond the date that the training occurred.

(6) Training records shall include all of the following information:

(a) The dates of the training sessions.

(b) The contents or a summary of the training sessions.

(c) The names and qualifications of persons who conduct the training.

(d) The names and job titles of all persons who attend the training sessions.

(7) An employer shall assure that all records that are required to be maintained by these rules shall be made available, upon request, to representatives of the department or the director for examination and copying.

(8) An employer shall ensure that employee training records are provided, upon request, for examination and copying to employees, employee representatives, and the director in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(9) An employer shall ensure that employee medical records are provided, upon request, for examination and copying to the subject employee, to anyone who has the written consent of the subject employee, and to the director in accordance with Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(10) An employer shall comply with the requirements that involve the transfer of records in Occupational Health Standard Part 470 "Employee Medical Records and Trade Secrets," as referenced in R 325.70001a.

(11) All of the following provisions apply to a sharps injury log:

(a) An employer shall establish and maintain a sharps injury log for the recording of percutaneous injuries from contaminated sharps. The information in the sharps injury log shall be recorded and maintained in a manner that protects the confidentiality of the injured employee. At a minimum, a sharps injury log shall contain all of the following information:

(i) The type and brand of device involved in the incident.

(ii) The work unit or work area where the exposure incident occurred.

(iii) An explanation of how the incident occurred.

(b) The requirement to establish and maintain a sharps injury log applies to any employer who is required to maintain a log of occupational injuries and illnesses as prescribed in MIOSHA Standard Part 11. "Recording and Reporting of Occupational Injuries and Illnesses," as referenced in R 325.70001a.

(c) A sharps injury log shall be maintained for the period required as prescribed in MIOSHA Standard Part 11. "Recording and Reporting of Occupational Injuries and Illnesses," as referenced in R 325.70001a.

#### **R 325.70016 Information and training.**

**Rule 16.** (1) An employer shall ensure that all category A employees participate in a training program provided at no cost to the employees and during working hours.

(2) Training shall be provided at the time of initial assignment to category A work or within 90 days after the effective date of these rules, whichever is later, and at least annually thereafter. If an employee has received training on bloodborne pathogens in the year preceding the effective date of these rules, only training with respect to requirements of this rule that were not included in the previous training need to be provided.

(3) An employer shall provide additional training when changes, such as the modification of tasks or procedures or the institution of new tasks or procedures, affect an employee's occupational exposure. The additional training may be limited to addressing the new exposures created.

(4) Material appropriate in content and vocabulary to the educational level, literacy, and language background of employees shall be used.

(5) The training program shall contain all of the following elements:

(a) Accessibility of the copy of these rules and an explanation of the contents of these rules, including appendices.

(b) A general explanation of the epidemiology and symptoms of bloodborne diseases.

(c) An explanation of the modes of transmission of bloodborne pathogens.

(d) An explanation of the employer's exposure control plan, including the standard operating procedures, and how an employee can access the written plan.

(e) An explanation of the appropriate methods for recognizing tasks and other activities that may involve exposure to blood and other potentially infectious material.

(f) An explanation of the use and limitations of practices that will prevent or reduce exposure, including appropriate engineering controls, work practices, and personal protective equipment.

(g) Information on all of the following with respect to personal protective clothing and equipment:

(i) Types.

(ii) Proper use.

(iii) Limitations.

(iv) Location.

(v) Removal.

(vi) Handling.

(vii) Decontamination.

(viii) Disposal.

(h) An explanation of the basis for selecting protective clothing and equipment.

(i) Information on the hepatitis B vaccine and postexposure prophylaxis, including all of the following information:

(i) Availability.

(ii) Efficacy.

(iii) Safety.

(iv) The benefits of being vaccinated.

(v) Method of administration.

(vi) That vaccination is free of charge.

(j) Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious material.

(k) An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident, and the medical follow-up and counseling that will be made available.

(l) An explanation of the signs and labels or color coding required by R 325.70014.

(6) Employees in HIV or HBV research laboratories and HIV/HBV production facilities shall receive the following initial training in addition to the training requirements specified in subrule (5) of this rule:

(a) Employees shall be trained in, and demonstrate proficiency in, standard microbiological practices and techniques and in the practices and operations specific to the facility before being allowed to work with HIV and HBV.



(b) Employees shall be experienced in the handling of human pathogens or tissue cultures before working with HIV and HBV.

(c) A training program shall be provided to employees who have not had experience in handling human pathogens. Initial work activities shall not include the handling of infectious agents. A progression of work activities shall be assigned as techniques are learned and proficiency is developed. An employee shall participate in work activities that involve infectious agents only after proficiency has been demonstrated.

(7) Training shall be conducted in the following manner:

(a) At the time of initial assignment to tasks where occupational exposure may take place and at least annually thereafter.

(b) Training sessions shall afford employees ample opportunity for discussion and the answering of questions by a knowledgeable trainer.

(c) The person conducting the training shall be knowledgeable in the subject matter covered by the elements contained in the training program as it relates to the workplace that the training will address.

R 325.70017 Rescinded.

R 325.70018 Rescinded.

## APPENDIX A INFORMATION SHEET

### Occupations with Potential for Exposure

The hazard of exposure to infectious materials affects employees in many types of employment and is not restricted to the healthcare industry. In the list below are a number of job classifications that may be associated with tasks that have occupational exposure to blood and other potentially infectious materials. The scope of the standard is not limited to employees in these jobs. At the same time, employees in the following jobs are not automatically covered unless they have reasonably anticipated occupational exposure:

Barbers  
Beauticians  
Chiropractors  
Correctional officers  
Day care center workers  
Dental care workers  
Dentists  
Dialysis personnel  
Emergency medical technicians  
Fire fighters  
Foster home workers  
Health care facility support staff  
Housekeepers  
Institutional home workers  
Janitors  
Laboratory workers  
Laundry workers

Law enforcement employees assigned to provide  
emergency first aid  
Maintenance workers  
Medical assistants  
Medical health residential workers  
Morticians  
Nursing personnel (professional and  
nonprofessional)  
Optometrists  
Paramedics  
Phlebotomists  
Physician assistants  
Physicians  
Plumbers  
Podiatrists  
Police officers  
Tattooists

## **Addresses**

### **Centers for Disease Control CDC and Michigan Department of Licensing and Regulatory Affairs**

For current guidelines, contact:

National Prevention Information Network  
P.O. Box 6003  
Rockville, Maryland 20850  
Phone: 1-800-458-5231  
Internet Address: [www.cdcnpin.org](http://www.cdcnpin.org)  
E-mail Address: [info@cdcnpin.org](mailto:info@cdcnpin.org)

and

Michigan Department of Licensing and Regulatory Affairs  
General Industry Safety & Health Division  
P.O. Box 30644  
Lansing, Michigan 48909-8144  
Phone: (517) 322-1831  
Internet Address: [www.michigan/miosha](http://www.michigan/miosha)

## **Engineering Controls**

Engineering controls including ventilation systems and enclosures such as glove boxes, ventilation cabinets, laboratory hoods and tight fitting lids SHOULD be used to effectively isolate and contain splatters, splashes, mists and aerosols of blood, and other potentially infectious material generated from tissue homogenizers, sonicators, vortex mixers, centrifuges and other items capable of generating splashes, splatters, mists and aerosols. Engineering controls such as self-retracting needles, self-sealing capillary tubes and break resistant tubes should be used to prevent contact with blood or other potentially infectious material.

## **Disinfectants**

Appropriate disinfectants for hospital cleaning including sodium hypochlorite diluted between 1:10 and 1:100 with water or other equally effective disinfectant. Antiseptics available and safe for hands include alcoholic foam cleansers, disposable alcoholic tissue wipes, or even washcloths soaked with 70-90% alcohol. It should be noted that waterless antiseptics are most effective in the absence of gross soil.

## **Occupations Requiring Tear and Puncture Resistant Gloves**

Some occupations which may require tear and puncture resistant gloves are morticians, pathologists, mortuary workers, emergency medical technicians, corrections officers, fire fighters, police officers and other law enforcement occupations.

## **Gloves**

Hypoallergenic gloves may include latex but should not be limited to latex and the new improved glove types (such as vinyl) may be available on the market in the future.

Inappropriate "baggy" gloves, for example, as used by bakers, etc., are not meant for contact with blood of the potentially infectious material.



APPENDIX B

SAMPLE WAIVER STATEMENT WHEN AN EMPLOYEE DECLINES THE HEPATITIS B VACCINATION

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Employee Name (print): \_\_\_\_\_

Employee Signature: \_\_\_\_\_

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



Michigan Occupational Safety and Health Administration  
PO Box 30643  
Lansing, Michigan 48909-8143  
Ph: 517-284-7740

The Department of Licensing and Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.



## Part 554 Bloodborne Infectious Diseases Standard Requirements for Training

Initial and annual training is required for all part-time, temporary and full-time employees exposed to blood or other potentially infectious material. Requirements for this training are delineated in the bloodborne infectious diseases rules and are discussed below.

First, training must be conducted at the time of initial assignment or prior to any exposure. If new or revised tasks or procedures are instituted at a future date, then additional training must be given prior to their implementation.

### **Trainer Qualifications**

The person conducting the training must be knowledgeable in the subject matter. In addition to demonstrating expertise in the area of occupational health and the transmission of bloodborne pathogens, the trainer must be familiar with the manner in which the elements in the training program relate to the particular workplace. Specialized courses or degree programs would aid in certifying the trainer's knowledge. Persons with strong medical backgrounds such as healthcare professionals (i.e., nurses, physicians and their assistants, infection control practitioners, emergency medical technicians, dental professionals, industrial hygienists and epidemiologists) are good candidates for trainers as long as they are knowledgeable in the subject matter.

A question and answer period must be provided in the training session. The trainer must present the training in a manner appropriate to the employee's educational, literacy and language background so that the employee understands the training.

### **Training Content**

In addition to the above requirements for training, the content of the training program is regulated. An overview of the bloodborne infectious diseases rules is required. A basic understanding of the reasons for the rules including an explanation of the epidemiology and symptoms of bloodborne disease and their modes of transmission is required. Current statistics regarding the epidemiology of the bloodborne pathogens can be requested from the Communicable Disease Epidemiology Division, Michigan Department of Community Health, P.O. Box 30035, 3500 North Martin Luther King, Jr., Boulevard, Lansing, Michigan 48909 or call (517)335-8165.

The trainer should present information on the more common bloodborne diseases including hepatitis B, AIDS, hepatitis C and syphilis. The modes of transmission should include both those common to the workplace (i.e., needle punctures, contact with non-intact skin, splashes and splatters into the eyes, nose or mouth) and personal risk factors (i.e. sexual activity and intravenous drug abuse). The employee must be trained to recognize those work tasks which



could result in exposure such as tasks which result in direct contact with street clothing or skin, or result in splashing and splattering into the eyes, nose or mouth.

To minimize exposure, employers must include non-managerial, exposed employees in the identification, selection and evaluation of appropriate, commercially available and effective safer medical devices. Effective training on new techniques and practices regarding the selected safer medical devices is required. Hands-on training is particularly recommended. Prohibited work practices must be communicated (i.e., no eating or drinking in contaminated areas).

If safer medical devices and work practice controls have not eliminated exposure, personal protective equipment (PPE) is required. PPE training must include the basis for selection, use and limitations. For example, single use examination gloves for blood drawing or utility gloves for blood cleanup would be necessary for use in differing tasks. Information on the types, proper use, location, removal, handling, decontamination and disposal of personal protective equipment must also be detailed.

Information on the hepatitis B vaccination including information on its efficacy, safety, method of administration, the benefits of being vaccinated and that the vaccine and vaccination will be offered free of charge also needs to be included in the training program. Additionally, information on postexposure evaluation and follow-up and procedures to follow if an exposure incident occurs shall be provided. The trainer needs to keep current with information from the U.S. Public Health Service Centers for Disease Control and Prevention (CDC). Publications such as the Morbidity and Mortality Weekly Report can be easily accessed at the following CDC website: [www.cdc.gov/eпо/mmwr](http://www.cdc.gov/eпо/mmwr) regarding these requirements.

Other elements of the training program include information on emergencies which the employee may encounter during work and an explanation of signs, labels or color coding as required by the rules. Finally, an explanation of the employer's exposure control plan and where to obtain it is required.

### **Training Records**

Training records must also be maintained by employers. These records must include dates of the training sessions, contents or a summary of the training sessions, names and qualifications of the trainers and the names and job titles of all persons attending the training sessions. Records must be maintained for 3 years from the date of training and must be provided upon request for examination and copying to employees, employee representatives and the Michigan Department of Consumer and Industry Services. To obtain additional information related to the Bloodborne Infectious Diseases standard contact the Michigan Department of Labor and Economic Growth, Michigan Occupational Safety and Health Administration, Consultation Education and Training: (517) 322-1809.

## **ATTACHMENT G**

(Approved Budget FY 2017 – 2018)

**O. COST PROPOSAL FOR SENIOR RESPITE for 10/01/17-9/30/18 Contract**

Prepared July 9, 2017

Michigan Community Services, Inc.

**1. Labor Costs:**

	Hours Annually	Rate Per Unit	
Mickey Baughan, Supervisor	188	\$0.28	\$1,900.00
Eyondra McFadden, Manager	1962	\$5.25	\$35,512.00
Direct Services Staff	6766	\$9.74	\$65,880.00
Clerical Support	1340	\$2.62	\$17,733.00
Staff medical and H.R. Screening		\$0.25	\$1,700.00
Staff training & in-service		\$0.25	\$1,685.00
Staff mileage		\$0.13	\$850.00
Workers Comp			\$2,000.00
Fica			\$9,430.00
Unemployment			\$2,370.00
Vac & Sick		\$0.12	\$790.00
Group Insurance		\$0.62	\$4,180.00
<b>Total Labor Costs</b>			<b>\$144,030.00</b>

**2. Supplies & Materials:**

Office Supplies	\$0.18	\$1,193.00
Office Equipment & Maintenance	\$0.25	\$1,668.00
<b>Total Supplies &amp; Materials</b>		<b>\$2,861.00</b>





## 3. Direct Costs, Indirect Costs and Administrative

Michigan Community Services, Inc.

	% of Cost	
<b>Direct Costs</b>		
Direct Service Staff	47%	\$75,360.00
Manager	27%	\$43,649.00
Staff medical Screening	1%	\$1,700.00
Staff training	1%	\$1,685.00
Staff mileage	1%	\$843.00
<b>Direct Total</b>	<b>77%</b>	<b>\$123,237.00</b>
<b>Indirect Costs</b>		
Supervisor	1%	\$2,154.00
Clerical Support	12%	\$19,760.00
Supplies	1%	\$1,193.00
Equipment & Maintenance	1%	\$1,668.00
Rent	1%	\$825.00
Utilities	1%	\$600.00
Phone	1%	\$2,100.00
Insurance	1%	\$495.00
<b>Indirect Total</b>	<b>18%</b>	<b>\$28,795.00</b>
<b>Administration</b>	<b>6%</b>	<b>\$9,060.00</b>
Wages: Admin Staff, Payroll, Receiveables, Bookkeeping, HR		\$6,312.00
FICA		\$509.00
Unemployment		\$232.00
Vacation & Sick Time		\$126.00
Group Insurance		\$929.00
Worker's Compensation		\$158.00
Professional Services: Accountant, IT		\$228.00
Legal		\$81.00
Rent & Utilities		\$376.00
Other		\$109.00
<b>TOTAL PROPOSAL COST</b>		<b>\$161,092.00</b>

## 4. Transportation Costs

N/A

## 5. Price Per One Delivery Unit.

10/1/17-9/30/18 \$23.81: Price per One Delivery Unit based on 6,766 units per year

10/1/18-9/30/19 \$24.05: Price per One Delivery Unit based on 6,698 units per year



## **Attachment H**

## GENESEE COUNTY TRAVEL REGULATIONS

### 1. General

APPLIES TO: These regulations shall govern all County Officials, personnel employed by the County of Genesee, and any other person who submits a voucher to the County for reimbursement of travel expenses.

### 2. Overnight Travel – Must be Approved by the Genesee County Board of Commissioners in Advance

Overnight travel is defined as: staying away from an individual's home for one or more nights, whether in or out of the state or country. When in-state travel is within reasonable commuting distance and time, and is less expensive in total, then an individual will commute.

#### (1) Transportation.

- (a) The expense of traveling by public carrier (rail, airplane or boat) will be allowed on the basis of actual cost. All travelers are expected to travel by the most economical mode of transportation.
- (b) Personnel traveling by airline shall depart from Bishop International Airport if the cost of the airline passenger ticket is no greater than the cost of a similar airline passenger ticket for departure from an alternative airport (the expenses involved in travel to and from such alternative airport, together with any expense of parking a motor vehicle involved in such travel, are to be considered as part of such cost), unless use of Bishop International Airport would involve significant scheduling difficulty.
- (c) When more than one person is attending an overnight or one day authorized conference, seminar or out-of-town meeting, arrangements will be made so that transportation to and from the conference will be shared by those individuals attending.

#### (2) Lodging, Meals, Other Expenses

- (a) The County will pay a maximum base room rate of \$199. If a traveler wishes to acquire preferred lodging at a higher cost than the \$199 base room rate, then the traveler is responsible for the payment of the monetary difference between cost of the lodging and the above rate.
- (b) Whenever meals are served on plane flights which are two or more hours or whenever meals are included in registration fees in which the traveler does not have a valid excuse for not attending, then the traveler shall not be entitled to any meal allowance for those particular meals. This deduction will be computed at the rate of \$6.00 for breakfast, \$9.00 for lunch, and \$15.00 for dinner.
- (c) The maximum daily meal allowances for official travel in-state and out-of-state shall be a maximum of \$30.00 per day. The traveler will not be reimbursed for non-County travelers (spouse, members of a family, friends, etc.).
- (d) The maximum daily tips for meals allowable will be 15 percent of actual meal cost.

### 3. One Day Conferences, Seminars, Workshops, Meetings and Other Travel In or Out of Genesee County

- (1) *Conferences, Seminars and Workshops.* The County will not pay for any meals unless included as part of the registration fee. Each employee will be responsible for their own meals regardless of departure and arrival times.
- (2) *Meetings.* Meals served during, before, or after a business meeting will not be reimbursable except with prior approval.
- (3) *Other Travel.* Meals acquired during normal work related travel will not be reimbursed by the County.

### 4. Individual Car Mileage

The mileage rate for the use of a privately owned automobile on business shall be the rate established by the Internal Revenue Service.

**CONTRACT BETWEEN**

**THE COUNTY OF GENESEE**

Acting By and Through  
**Genesee County Office of Senior Services ("GCOS")**  
**Room 361, Genesee County Administration Building**  
**1101 Beach Street, Flint, Michigan 48502**

Hereinafter referred to as the "COUNTY"

and

**MICHIGAN COMMUNITY SERVICES, INC.**

**5239 Morrish Road**  
**Swartz Creek, Michigan 48473**

Hereinafter referred to as the "CONTRACTOR"

**For the period from October 1, 2017 through September 30, 2018**

**Whereas**, the COUNTY and the CONTRACTOR previously entered into a Contract for a Program of Services titled "Respite Services" (hereinafter referred to as "Services"); with an effective date of October 1, 2016 through September 30, 2017 ("the Contract") and

**Whereas**, the COUNTY elects to exercise its option as provided for in the Request for Proposals to which the CONTRACTOR responded, by extending the Contract for a second year; and

**Whereas**, the parties agree to enter into the Contract for the continued provision of Services set forth herein;

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

**A. PURPOSE:**

This Contract is entered into for the purpose of retaining CONTRACTOR to provide Respite Services funded by Senior Citizen Services millage dollars to individuals 60 years of age or older who reside in Genesee County.

**B. THE CONTRACTOR AGREES:**

1. To accept the terms of this Contract and to undertake, perform and complete the Services described in RFP # 16-080 and Addenda ("the RFP"), and in CONTRACTOR'S Proposal in response to RFP # 16-080 ("Proposal"), which are hereby incorporated into this Contract by reference and included as Attachments A and B, respectively, and in CONTRACTOR'S budget, included as Attachment G to this Contract. If a conflict exists between this document and those incorporated by reference, this document governs.

2. That this Contract is effective for the term stated upon approval by the Genesee County Board of Commissioners.
3. To provide proof of insurances as required in Section 8 of the RFP within 15 days of the signing of this contract. Endorsements naming the COUNTY as an additional insured must be provided prior to initiation of Services. This provision may be satisfied by verification and proof of a "Blanket Additional Insurance Contract Form or Endorsement" provided with the Insurance Certificates. Documentation provided under this subparagraph will include a statement by the insurer that the COUNTY will be notified of any and all insurance cancellation at least 30 days prior to the effective date of cancellation of the respective policies. However, cancellation for non-payment of premium shall be noticed a minimum of ten days prior to cancellation.
4. To accept the conditions, requirements and obligations described and listed in Attachment C, Business Associate Agreement, if that Attachment is listed in Section D below.
5. To establish safeguards to prohibit conflicts of interest involving CONTRACTOR employees, prohibiting them from being involved in activities that are motivated by a desire for private gain for themselves or others with whom they have family, business or personal ties.
6. That failure by the COUNTY to insist upon strict adherence to any terms of this Contract shall not be considered a waiver or deprive the COUNTY of the right thereafter to insist upon strict adherence to that term, or any other term, of this Contract.
7. To provide the necessary administrative, professional and technical staff in the required ratio and number with qualifications as designated in its proposal for operation of the program.
8. That title to any approved equipment (defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$250.00 or more per unit) purchases supported in whole or in substantial part by millage funds shall vest with the County of Genesee upon acquisition. Equipment purchases not included in the submitted budget are automatically unapproved. Purchases of office furniture or furnishings are not eligible for reimbursement and are, therefore, disapproved.
9. To notify the Contract Administrator of damage, theft or replacement of any equipment purchased with Senior Millage funds within 48 hours of such occurrence. When applicable, a copy of the police report must be submitted to the Senior Administrator within two weeks of the occurrence. The CONTRACTOR further agrees to repair or replace damaged or stolen equipment or to reimburse the COUNTY with the millage funded purchase cost utilizing non-senior millage funds. Failure to repair or replace such equipment shall result in repayment to the COUNTY of the millage funded purchase cost by reducing payments to the CONTRACTOR of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.
10. To utilize all report forms as required under the RFP, as well as those included in this document as Attachment D, including the Monthly Invoice Form and the Monthly New Client Address Form (to be sent electronically each month in Excel format) and reporting formats required by the COUNTY as of the effective date of this Contract, and to provide the COUNTY with timely review and commentary on any new report forms



and reporting formats proposed for issuance thereafter. The CONTRACTOR will also provide the County an annual breakdown of financial data, regarding services provided, by Local Unit of Government (LUG).

11. To perform annual criminal background checks on paid staff or volunteers with access to personal information or that have personal contact with the senior clients. See Attachment B. The CONTRACTOR further agrees that costs associated with persons meeting the following criteria will not be paid utilizing senior millage funds:
  - a. Persons having a felony conviction in this state or elsewhere within the last 10 years; or
  - b. Persons having a felony charge pending in this state or elsewhere; or
  - c. Persons having a misdemeanor conviction in this state or elsewhere within the last 10 years involving theft, assault, battery or drug related crimes; or
  - d. Persons having a misdemeanor charge pending in this state or elsewhere involving theft, assault, battery or drug related crimes.

The COUNTY retains the right to deny reimbursement for salary requests, or recapture paid reimbursements by withholding from future requests, if it determines that the individual for whom the request is/was made falls within any of the above categories.

12. To provide annually documentation demonstrating appropriate licenses, criminal background checks, and negative tuberculosis tests for employees as specified in the RFP and subparagraph B. 11 above. The CONTRACTOR further agrees to comply with the State of Michigan Department of Labor & Economic Growth, "Occupational Health Standards Part 554 Bloodborne Infectious Diseases" (MIOSHA Part 554) including "Part 554 Bloodborne Infectious Diseases Standard Requirements for Training" using the rules provided in Attachment F to this Contract. Documentation for existing workers or volunteers shall be performed and provided to the County within fifteen days of the signing of this Contract. Testing, licenses (if appropriate), and criminal background checks for new hires or new volunteers shall be performed and provided to the County within fifteen days of their commencement.
13. To perform and provide to the COUNTY an annual financial audit of its operation by the end of the first quarter of the term of the Contract. Failure to timely provide the audit or to receive an extension of time from the Contract Administrator within which to satisfy this requirement will result in withholding of reimbursements for the performance period.
14. To include the following statement in or on all printed materials, newsletters, surveys, website, special events, programs, registration materials, advertisements, DVDs, CDs, program presentations, etc.: *"This program and/or service is funded in whole or in part by Genesee County Senior Millage funds. Your tax dollars are at work."*
15. That Senior Millage funds may not be used to provide increases in salaries or compensation packages for any employee or contractor, unless required by a collective bargaining agreement existing as of October 1, 2010 or unless a wage increase is required to comply with any state or federal minimum wage law.
16. That overnight travel funded by Senior Millage dollars shall be approved in advance by the Genesee County Board of Commissioners. The CONTRACTOR agrees to adhere to its own travel regulations or, in the absence of such acceptable regulations, to the

Genesee County Travel Regulations as set forth in Attachment H to this Contract. Notwithstanding the preceding, no overnight travel reimbursements shall be made from Senior Millage funds without prior approval of the Genesee County Board of Commissioners. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.

17. That political campaign intervention, including directly or indirectly participating in, or intervening in, any political campaign on behalf, or in opposition, of any candidate for elective public office is prohibited. Political campaign intervention includes:

- Contributing to political campaign funds;
- Making public statements of position (verbal or written) by or on behalf of the CONTRACTOR in favor of or opposition to any candidate for public office;
- Distributing statements prepared by others that favor or oppose any candidate for public office;
- Allowing a candidate to use the CONTRACTOR'S assets or facilities, if the equivalent opportunity is not provided to all other candidates;
- Making partisan comments in official publications of the CONTRACTOR or at official functions of the contractor;
- Political fund raising at the CONTRACTOR'S place of business.

Political campaign intervention does not include:

- Taking a position on public policy issues as a CONTRACTOR, so long as the message does not favor or oppose a certain candidate or otherwise violate the political campaign intervention prohibition;
- Promotion of voter registration in a non-partisan manner;
- Encouragement of voter participation in a non-partisan manner;
- Providing voter education / voter guides in a non-partisan manner;
- Non-partisan candidate forums or debates at the CONTRACTOR'S facilities;
- Candidates appearing or speaking at events of the CONTRACTOR in a non-candidate capacity;
- Supporting the Senior Millage.

18. That the CONTRACTOR is responsible for all Services performed under this Contract. If a Subcontractor is used, CONTRACTOR is the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract, regardless of who actually provides the service. CONTRACTOR shall notify COUNTY of any subcontractors to be utilized prior to their use. The COUNTY reserves the right to approve or reject any proposed subcontractor.

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

1. This Contract shall commence on October 1, 2017 and continue through September 30, 2018. The Board has the option to extend this Contract for up to one (1) additional one year term (the "Extension Terms") at the rates provided in CONTRACTOR'S proposal by providing CONTRACTOR with written notice thirty (30) days prior to the termination date of the Initial Term on the COUNTY'S election to exercise the option.

2. The COUNTY agrees to compensate the CONTRACTOR for the term of the Contract an amount not to exceed \$ 161,092.00 for costs of budgetary items described and included within the CONTRACTOR'S Proposal. Reimbursements will be disbursed on a monthly basis at the rate and monthly maximum amount as set forth in Paragraph H.2 for the service agreed upon for the duration of the Contract term.
3. Subject to availability and other applicable conditions, the COUNTY agrees to provide funding throughout the term of this Contract.
4. The CONTRACTOR, its agents, and employees are independent contractors and are not the employees of the COUNTY.
5. CONTRACTOR is encouraged to provide its clients with the opportunity to make financial donations. All donations not limited in use by the donor must be used to provide additional services, as opposed to supporting other expenses. Donations must be reported to Genesee County on the monthly invoice form.
  - a. If donations are to be allowed, CONTRACTOR must offer this voluntary opportunity to the client in a manner that allows for the donation, or lack thereof, to remain confidential. No one shall be denied service for failing to make a donation.
  - b. CONTRACTOR must develop a written procedure for the handling of donations. This procedure must include at a minimum: daily counting and recording of donations by two individuals; method of deposit into a financial institution; monthly reconciliation of deposit records and collection records by a third party who was not involved in counting or depositing the donations.
6. That the COUNTY may, at reasonable times and without notice, visit and inspect the CONTRACTOR'S facilities and discuss or survey the CONTRACTOR'S activities with designated staff.
7. That the COUNTY, or any other representatives designated by the COUNTY, has the right to examine, upon reasonable notice, all records, books and papers related to the performance of activities which are the subject of this Contract.
8. The contract administrator for this Contract is Lynn M. Radzilowski, Senior Services Director, GCOSS, or her designee (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.

#### **D. CONTRACT ATTACHMENTS**

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

Attachment A: RFP # 16-080 and Addenda

Attachment B: CONTRACTOR'S Response to RFP # 16-080

Attachment C: Business Associate Agreement  
Attachment D: Reporting Forms (Monthly Invoice Form & Monthly New Client Address Form)  
Attachment E: Sample Client Satisfaction Survey (CONTRACTOR may use its own form that provides this type of information)  
Attachment F: MIOSHA Part 554 Standards and Regulations  
Attachment G: Approved Budget FY 2017 - 2018  
Attachment H: Genesee County Travel Regulations

## **E. AMENDMENTS**

1. Any changes to this Contract will be valid only if made in writing and acknowledged by all parties to this Contract.
2. This Contract, including attachments, may be amended by mutual written consent of the CONTRACTOR and the COUNTY. When submitting a proposed contract or budget amendment, the CONTRACTOR must also revise or amend its related output measures whenever the amendment results in a significant change of program scope, or as specifically required by the COUNTY, and submit copies of the revised sheets and summary description of the changes.
3. In the event that circumstances occur that are not reasonably foreseeable or are beyond the CONTRACTOR'S control which reduce or otherwise interfere with the CONTRACTOR'S ability to provide or maintain specified services or operational procedures, immediate written notification must be provided to the COUNTY and, where feasible, an amendment to this Contract negotiated.
4. Any change proposed by the CONTRACTOR which would affect the funding of any activity support in whole or in part by funds provided under this Contract must be submitted in writing to the COUNTY immediately upon determining the need for such change. The proposed change may be implemented upon receipt of written notification from the COUNTY.
5. Within thirty days after receipt of the proposed change, the COUNTY shall advise the CONTRACTOR in writing of its determination. Subsequently, the COUNTY will initiate any necessary formal amendment to the Contract for execution by the parties to the Contract.
6. Any changes proposed by the COUNTY must be agreed to in writing by the CONTRACTOR within thirty days of receipt. Upon such written agreement, the COUNTY shall initiate any necessary formal amendment as above.
7. The Contract Administrator is authorized to effect minor modifications of the work plan that do not require monetary adjustments in excess of \$ 5,000.00 without further consultation with the Genesee County Board of Commissioners.
8. The CONTRACTOR may submit a maximum of one budget amendment per quarter. All budget adjustments must be approved by the Office of Senior Services, and the Board of Commissioners, when required.



## **F. TERMINATION**

This Contract is in full force and effect for the period specified in Section C.1 of this contract, subject to the following conditions:

1. This Contract may be terminated by either party for any reason by giving ninety days written notice to the other party stating the effective date of termination.
2. This Contract may be terminated by the COUNTY upon thirty days written notice to the CONTRACTOR due to convenience or diminution of funds.
3. This Contract may be terminated by the COUNTY upon seven days written notice should the CONTRACTOR be found to have failed to perform its services in a manner satisfactory to the COUNTY as per contract requirements. COUNTY will provide CONTRACTOR notice and a reasonable opportunity to cure service performance deemed to be non-satisfactory. However, the COUNTY shall be the sole judge of what constitutes a reasonable opportunity and non-satisfactory performance.
4. This Contract may be terminated immediately without further liability to the COUNTY if the CONTRACTOR, or an official of the CONTRACTOR, is found guilty of any activity referenced in Section I. Assurances, of this Contract.
5. In the event the COUNTY determines not to proceed further with this Contract during its term, the CONTRACTOR may retain all sums paid by the COUNTY for approved expenses incurred and for satisfactory work actually performed at the above stated fee structure. In this event, COUNTY will be liable for satisfactory services performed prior to the COUNTY'S notification of its intent to terminate the Contract and, upon full payment, the other obligations of either party to this Contract shall terminate except for the non-disclosure of information and non-solicitation of personnel as stated herein. Notwithstanding the preceding, COUNTY retains the right to demand and obtain repayment of any funds paid to CONTRACTOR, including withholding as offset from amounts claimed due by CONTRACTOR, that the COUNTY deems to have been paid in error, for services not authorized under the Contract, or for non-satisfactory services.

## **G. REPORTING REQUIREMENTS**

CONTRACTOR will provide the COUNTY with monthly reports using the formats provided in Attachment D and following the criteria as established and outlined in the RFP.

CONTRACTOR will also provide on monthly basis a compilation, or copies, of Client Satisfaction Surveys providing information similar to that in the sample form found in Attachment E.

## **H. REIMBURSEMENT METHOD**

1. The COUNTY shall reimburse the CONTRACTOR for Services provided during the duration of this Contract only. CONTRACTOR shall not be reimbursed for Services provided prior to the commencement date of this Contract.



2. The COUNTY shall reimburse the CONTRACTOR on a monthly basis at a rate of \$23.81 per one hour unit of service delivery for this Contract, with a maximum reimbursement total of \$ 13,424.33 per month. The purpose of the maximum reimbursement is to avoid CONTRACTOR expending all of its funds prior to the scheduled end date of the Contract. Reimbursements exceeding the recommended maximum figure may be permitted on a case by case basis as long as CONTRACTOR presents an explanation of need and a reasonable plan for providing continued service for the remainder of the Contract term.
3. The COUNTY shall reimburse the CONTRACTOR within thirty days of an approved invoice using the monthly invoice form and instructions found in Attachment D of this Contract. Prompt reimbursement shall be contingent upon full contractual compliance and submittal of requisite documentation on the approved invoice form. COUNTY may withhold reimbursement if it deems CONTRACTOR to have failed to have substantially complied with the Contract terms. Ineligible expenses, expenditures not consistent with the approved budget, expenditures for Services knowingly performed where no vendor slot is available, or expenditures exceeding the monthly maximum limit will not be reimbursed.
4. Properly documented requests for reimbursement submitted to the COUNTY by the 21<sup>st</sup> of each month will be processed and, if approved, disbursed by the 15<sup>th</sup> of the next month. Requests submitted later than the 21<sup>st</sup> of each month and incomplete requests (e.g. inadequate supporting documentation) will be processed in the following reimbursement cycle. At its sole discretion, the COUNTY will deem expenditures as either eligible or ineligible for each reimbursement or advance expenditure request. The COUNTY may, at its discretion and upon reasonable notice, require the CONTRACTOR to complete reports additional to those attached to this CONTRACT regarding the CONTRACTOR'S expenses and activities.

#### **I. ASSURANCES**

The CONTRACTOR covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is related to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination 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.

#### **J. CONFIDENTIALITY**

It is understood that work performed under this Program of Services will include access to proprietary documents and information. The CONTRACTOR agrees that confidential information about the COUNTY or its related entities will not be released, except as required by law, without the prior approval of the COUNTY. The COUNTY agrees that it will not release any of the CONTRACTOR'S materials provided or utilized during the Contract term without written permission. The CONTRACTOR and the COUNTY affirm the Business Associate Agreement included as Attachment C.

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

CONTRACTOR acknowledges that the COUNTY is a public body subject to the Michigan Freedom of Information Act. Records held by the COUNTY are public unless exempted. Notwithstanding the foregoing, confidential information collected and provided to the COUNTY by the CONTRACTOR as part of its reporting requirements shall be used solely for purposes of performing and evaluating the performance of this Contract and will not be retained.

**K. LIABILITY AND INDEMNIFICATION**

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the CONTRACTOR in the performance of the Contract shall be the responsibility of the CONTRACTOR and not the responsibility of the COUNTY if the liability, loss or damage is caused by, or arises out of, the action or failure to act on the part of the CONTRACTOR or any employee or agent of the CONTRACTOR. The CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY and its officers and employees from and against all claims, losses, damages, and expenses including but not limited to attorney's fees, arising out of or resulting from the CONTRACTOR'S performance of the Contract.

**L. APPLICABLE LAWS**

This is a Genesee County contract. This Contract shall be governed by the laws of the State of Michigan. Any dispute arising as a result of this Contract shall be resolved in the State of Michigan. The parties shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority that may have bearing on the performance of the Contract.

**M. GOOD FAITH EFFORTS TO RESOLVE DISPUTES; ATTORNEYS FEES**

If for any reason any portion of this Contract is in dispute, the parties will make their best efforts to resolve the dispute without resorting to litigation. Should litigation be required to resolve any dispute between the parties, the party not prevailing in the dispute will pay reasonable attorney's fees as part of any resolution of the dispute.

**N. INTEGRATION**

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

**O. WAIVER**

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

**P. SEVERABILITY**

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

**Q. SPECIAL CERTIFICATION STATEMENT**

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

**COUNTY OF GENESEE**

**MICHIGAN COMMUNITY SERVICES, INC.**

\_\_\_\_\_  
By: MARK YOUNG, Chairperson  
Genesee County Board of Commissioners

\_\_\_\_\_  
By: GREG KIRKLAND  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Attachment A**

(This document, Request For Proposal # 16-080 and related Addenda, is on file at the  
Genesee County Office of Senior Services.)

## **Attachment B**

(This document, Contractor's Response to the Request For Proposal # 16-080, is on file at the Genesee County Office of Senior Services.)



## **Attachment C**

**Attachment C**  
**Business Associate Agreement**

**Recital of Defined Terms**

"Business Associate" shall mean **MICHIGAN COMMUNITY SERVICES, INC.** (otherwise referred to as CONTRACTOR in the main 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 or on behalf of the County.

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

**Whereas**, Business Associate will be performing various services for or on behalf of the County that may, or do in fact, 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 County, 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 clients of the Program of Services.

**Whereas**, Business Associate, in order to meet 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 County.

**Whereas**, Business Associate further agrees to 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 County 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 County to the extent the County 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 County in accordance with applicable law constitute a contract between the County 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 County or clients of the Program without the prior written consent or authorization of the County or of the program clients. 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 confidential and will be used or 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 County of any instances of breach of confidentiality of which such person is aware.
  - c. Business Associate agrees to provide to the County the mailing addresses of clients for mapping purposes only. County agrees to limit use of the provided mailing addresses to mapping and statistical analysis. County further agrees to destroy all copies, paper and electronic, of the mailing addresses provided once the mapping of said addresses is complete.
5. Business Associate shall ensure that its personnel, employees, affiliates, and agents maintain the confidentiality of client health information and business information of the County.
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 County.
  - 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 County as specified in the main contract, provided that such use or disclosure would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County

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 County 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 County 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 County upon request.
10. Business Associate shall make available protected health information in accordance with applicable law.
11. Business Associate shall incorporate any amendments or corrections to protected health information when notified pursuant to applicable law.
12. Business Associate agrees to indemnify and hold harmless the County, 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 within the terms of this Agreement or 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.
13. Without limiting the rights and remedies of the County elsewhere set forth in this Agreement or available under applicable law, the County may terminate this Agreement without penalty or recourse to the County if the County determines that Business Associate has violated a material term of the provisions of this Agreement.
14. Business Associate agrees that this Agreement may be amended from time to time by the County 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.
15. 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.

## **Attachment D**



Agency: Michigan Community Services, Inc.

Activity: Senior Respite Services

Contract Term: October 1, 2017 - September 30, 2018

Activity Period:

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

Agency's Authorizing Signature: Date:

1.	Total number of Genesee County residents aged 60 years and older ("clients") who were new clients during this month.	
1a.	For each client included in item 1, email that person's address including street number & street name, city or village, and zip code, date(s) of service and description of service provided.	
2.	Cumulative number of new clients served under this contract.	
3.	Provide a list of referral source(s) and referral recipient(s) for each new client served during this month (activity period). Use additional sheet as necessary.	
4.	Cumulative number of assessments received by your firm under this contract from community agencies for clients.	
5.	Cumulative number of reassessments provided by referring agencies to reaffirm clients' need for your agency's services, or changes needed to senior clients' services / care plans under this contract.	
6.	Number of clients on a waiting list for your services at the date of this reimbursement request.	
7.	Total number of clients discharged from services during this month.	
7.a.	Number of clients receiving 0 hours this month but not discharged from services.	
8.	Total number of agency staff and volunteer workers providing services under this contract.	
9.	List names and titles of staff who performed work under this contract during this month (activity period). Attach pertinent licensures, as applicable, if not submitted during a previous month (activity period).	
10.	Client Satisfaction Surveys attached.	
11.	Backup documentation attached.	
12.	Indicate the amount of donations received for this program during this month.	
13.	Indicate the number of unduplicated Senior Millage clients MCSI served with respite during this month.	

RATE PER UNIT (One Unit Ends at One Hour)

\$23.81

Units of Service:

TOTAL REQUEST:

TOTAL PAYMENT:

Fund:

202-

Account Number:

Last month's fund balance:

Minus Total Request from above:

Current fund balance:

Date Received:

Staff Review:

Staff Reviewer's Initials:

Office of  
Senior  
Services  
Signature

Office of Senior Services Department Authority

## DEFINITIONS & INSTRUCTIONS

### Activity Period

An activity period is defined as one calendar month, beginning on the first date and ending on the last date of the calendar month.

Example: October 1, 2011 to October 31, 2011

### New Client

A new client is one Genesee County resident, aged 60 years and older, who has not ever received services under this contract prior to the start of the reporting activity period.

### Cumulative

For the purposes of reporting on this contract, cumulative refers to the number of clients, or volunteers, or assessments, or reassessments, or referrals counted from October 1, 2011 to the end of the reporting activity period.

### Total number of new clients or volunteers

The total number of new clients or volunteers as a whole may differ from the total number of new clients receiving more complete levels of services.

Example 1: New client "A" was assessed and referred to your agency during the activity period, a care plan meeting is scheduled with the family, and care services will not begin until the next activity period. Client "A" is counted under Number 1. for the reporting activity period.

Example 2: New Client "B" was assessed and referred to your agency during the activity period, a care plan was developed, and Attendant Level Services were performed during the reporting activity period. Client "B" is counted under Number 2. for the reported activity period.

Example 3: New Client "C" was assessed and referred to your agency during the activity period, a care plan was developed, and Basic Level Services were performed during the reporting activity period. Client "C" is counted under Number 3. for the reported activity period.

### Discharged

For the purposes of reporting on this contract, a client or volunteer may be considered to be discharged when services are no longer needed, requested, or otherwise not provided by your organization under this contract.

Prompt reimbursement by the County for services is contingent upon full contractual compliance. Monthly invoice and report forms must be complete and must include attached information as indicated by a checkmark in the form. Incomplete forms will not be considered for approval until completed by Contractor. Based upon the costs of budgetary items described and included within the Contractor's Proposal and any amended budget submitted in preparation for this Amendment to Contract, supportive documentation is required to be submitted with any monthly reimbursement request for expense verification.

The following list is provided for the Contractor's use as an example of supportive / backup documentation, but is not intended to be all inclusive. Copies of check ledgers and/or actual receipts indicating expenditure date and definitive purpose of each expenditure are also considered examples of supportive documentation.

#### Labor Costs:

Staff Time Sheets  
Copies of Payroll/Checks  
Copies of Monthly Client Invoice Vouchers

#### Cost of Supplies and Materials:

Copies of uniforms purchase receipts  
Copies of Postage Receipts  
Copies of Newsletters/Publications

#### Direct and Indirect Costs, General and Administrative Burden or Overhead:

Copies of site rental payment receipts  
Copies of telephone bills  
Copies of paid invoices for fringe benefits

#### Transportation Costs, if included in budget:

Copies of travel reimbursement payments  
Copies of mass transit bus pass purchases

### HOURS / UNITS CONVERSION TABLE

The standard unit of service provision for this contract is one hour. It is expected, however, that services will routinely provided that do not require a full hour to perform. The County utilizes a 1/10 of an hour system which breaks down the hour into six minute increments. When preparing the invoice for reimbursement, please use the following chart when determining partial units of service.

Hourly / Unit Conversion Table

Minutes	=	Tenths	
1 through 6	=	0.1	(greater than 0 less than or equal to 6)
7 through 12	=	0.2	(7 to less than or equal to 12)
13 through 18	=	0.3	(13 to less than or equal to 18)
19 through 24	=	0.4	(19 to less than or equal to 24)
25 through 30	=	0.5	(25 to less than or equal to 30)
31 through 36	=	0.6	(31 to less than or equal to 36)
37 through 42	=	0.7	(37 to less than or equal to 42)
43 through 48	=	0.8	(43 to less than or equal to 48)
49 through 54	=	0.9	(49 to less than or equal to 54)
55 through 60	=	1.0 (whole hour)	(55 to less than or equal to 60)

#### Example:

Client A is provided service taking 2 hours and 45 minutes.  
Client B is provided service taking 17 minutes.  
Client C is provided service taking 7 minutes.

Client A can be billed for 2.8 units  
Client B can be billed for .3 units  
Client C can be billed for .2 units

Total Units of Service for reimbursement request is:

3.3 units

Senior Millage Service Providers  
Client Addresses

Month & Year: \_\_\_\_\_

	SERVICE PROVIDER	SERVICE	STREET ADDRESS	APT. / LOT #	CITY	ZIP CODE	AGE	GENDER	RACE (AA/A/C/H /NA/U)
1	MCSI	RESP							
2	MCSI	RESP							
3	MCSI	RESP							
4	MCSI	RESP							
5	MCSI	RESP							
6	MCSI	RESP							
7	MCSI	RESP							
8	MCSI	RESP							
9	MCSI	RESP							
10	MCSI	RESP							
11	MCSI	RESP							
12	MCSI	RESP							
13	MCSI	RESP							
14	MCSI	RESP							
15	MCSI	RESP							
16	MCSI	RESP							
17	MCSI	RESP							
18	MCSI	RESP							
19	MCSI	RESP							



## Attachment E

**SAMPLE  
CLIENT SATISFACTION SURVEY**

1. Did our staff treat you with dignity and respect?
2. Were your questions answered to your satisfaction?
3. Were you referred to other agencies for any services?
4. Were you satisfied with services offered by our firm?

---

5. Is there anything that you still need help with?
6. Would you recommend us to a friend?
7. Did we respond to your needs quickly?
8. Was our staff professional?
9. Was our staff available to you at all times during the day?
10. If there were mistakes, were they corrected to your satisfaction?



Genesee County Office of Senior Services  
1101 Beach Street, Room 361  
Flint, Michigan 48502  
Phone 810.424.4478 Fax 810.424.4359  
Lynn M. Radzilowski, Director

July 17, 2017

**MEMORANDUM**

**TO:** Commissioner Brenda Clack, Chairperson  
Human Services Committee (HSC)

**FROM:** Lynn M. Radzilowski, Director  
Genesee County Office of Senior Services (GCROSS)

**RE: Senior Center Budget Amendment Request: Grand Blanc Senior Center**

The Grand Blanc senior center has requested to amend their FY 2016-2017 budget. This request is appropriate and there are no red flags.

**Grand Blanc Senior Center:**

Internal transfer in administration: transfer \$2,000 from support staff transportation to support staff cleaning.

Reduce operations from \$44,328.37 to \$44,298.37 a difference of \$30 to increase the equipment line item. Internal transfer of \$2,000 from facility maintenance to insurance, and \$1,850 from fuel to copier, audit, and supplies.

Increase Equipment from \$6,365 to \$6,395 a difference of \$30. Internal transfer of \$1,550 from the purchase of 4 computers and improvements in the men's restroom, and a transfer of \$1,750 from lobby furniture for improvements in the women's restroom and purchasing body recall chairs.

**Recommendation:**

At this time, the GCROSS recommends approving the budget amendment and it is requested that approval of this recommendation be forwarded the Genesee County Board of Commissioners.

Brad Hester, Chairman  
Jason Macco, Vice Chairman  
Jason Poirier, Secretary  
Tom Pettit, Treasurer

360 E. Grand Blanc Road  
Grand Blanc, MI 48439



## Grand Blanc Parks & Recreation Commission

Paula Nas, Commissioner  
Larry Anderson, Commissioner  
Gary Green, Commissioner  
Kae A. Eidson, Director

Phone: (810) 694-0101  
Fax: (810) 695-0888  
www.gbpc.com

July 10, 2017

Dear Ms. Radzilowski:

On behalf of the Grand Blanc Senior Center, I am requesting to amend the FY 2016-17 budget for the fourth quarter. The request is to move the following:

- For Administration:** move \$2,000 from transportation to cleaning
- For Operations:** move \$2,000 from facility maintenance to insurance  
Move \$1,850 from fuel to copier, audit and Cintas
- For Equipment:** move \$1,550 from the purchase of 4 computers to improvements in the men's restroom  
move \$1,750 from lobby furniture to improvement in the women's restroom and Body Recall chairs.

I appreciate your consideration in this matter. If you have any questions or concerns, please contact me at your convenience.

Sincerely,

Kae A. Eidson  
Executive Director



*Grand Blanc Parks and Recreation Mission Statement:  
To administer a coordinated system of programs, parks and facilities in  
response to the active and passive recreational interests of our community.*





Genesee County Office of Senior Services  
1101 Beach Street, Room 361  
Flint, Michigan 48502  
Phone 810.424.4478 Fax 810.424.4359  
Lynn M. Radzilowski, Director

July 17, 2017

**MEMORANDUM**

**TO:** Commissioner Brenda Clack, Chairperson  
Human Services Committee (HSC)

**FROM:** Lynn M. Radzilowski, Director  
Genesee County Office of Senior Services (GCOS)

**RE: GCCARD Congregate Meal Budget Amendment Request**

GCCARD is requesting the following budget amendment to their FY 16-17 congregate meal program. Please see the attached letter and budget. This is an appropriate request and there are no red flags.

- Reduce the amount of funding for the Jewish Community Services (JCS) contract line item (meals) from \$85,176.00 to \$67,425.00 (a reduction of \$17,751.00).
- Reduce the amount of funding for the JCS meal delivery charge (Funding adjustment line item) from \$16,025.05 to \$12,989.59 (a reduction of \$3,035.46).
- Increase the amount of funding for regular Congregate Meals from \$164,691.95 to \$185,478.41 (an increase of \$20,786.46).

**Recommendation:**

At this time, the GCOS is recommending approving this request. In addition, it is requested that approval of this recommendation be forwarded to the Genesee County Board of Commissioners for final approval.





**Genesee County Community Action Resource Department**

601 N. Saginaw St., Ste 1B • Flint, MI 48502-2009 • (810) 232-2185 • Fax (810) 762-4986 • TDD: (810) 768-4654

**Commissioners**

June 30, 2017

**Bryant Nolden**  
*District 1*

**Brenda Clack**  
*District 2*

**Ellen Ellenburg**  
*District 3*

**Kim Courts**  
*District 4*

**Mark Young**  
*District 5*

**Drew Shapiro**  
*District 6*

**Martin Cousineau**  
*District 7*

**Ted Henry**  
*District 8*

**David Martin**  
*District 9*

**Administration**

**Matthew A. Purcell**  
*Executive Director*

**Stephanie L. Howard**  
*Deputy Executive Director*

**Program Directors**

**Daniel Newcombe**  
*Neighborhood Svcs. Director*

**Tamitha Taylor**  
*Nutritional Services Director*

**Chevon Wilborn**  
*Nutritional Svcs. Asst. Director*

**Andre Strater**  
*Asst. Director*

**Matthew Odette**  
*Home Maint. Asst. Director*

**Kelli Webb**  
*Head Start Director*

Lynn Radzilowski, Director  
Office of Senior Services  
1101 Beach Street #361  
Flint, Michigan 48502

Dear Lynn:

After review and analysis of current Jewish Community Services Congregate and Mobile Meal Services data, I am recommending that the following revisions be made to our offices "Memorandum of Understanding" for FY 2016-2017:

1. The total number of meals that the Jewish Community Services is reimbursed at \$7.75 should be amended from 10,990 kosher meals to 8,700. This will reduce the amount to be expended on their subcontract from \$85,176.00 to \$67,425.00. I am requesting that the balance of \$17,751.00 be applied to GCCARD Congregate Meal Services.
2. The \$16,025.05 for the delivery of the aforementioned meals should be reduced to \$12,989.59. This is a reduction in planned meals delivery from 8,790 to 7,165. I am also requesting that the balance be applied to GCCARD Congregate Meal Services.

If you have any questions, please contact me at your convenience at (810) 762-4935 or [tataylor@co.genesee.mi.us](mailto:tataylor@co.genesee.mi.us).

Sincerely,

Tamitha Taylor, Director



GCOSS Congregate Meals Component  
FY-2017

	FY-2016	Adjustments	Revised Budget
Additional Meals Provided	39,959	1,338	41,297
<b>DIRECT COSTS</b>			
Labor	\$63,208.59	\$8,369.44	\$ 71,578.03
Meals, Materials, and Supplies			
Raw Food Purchases	\$57,157.00	\$7,568.15	\$ 64,725.15
Supplies	\$7,948.00	\$1,052.39	\$ 9,000.39
Transportation			
Vehicle Expenses	\$18,061.00	(\$3,035.46)	\$ 15,025.54
Travel & Mileage	\$2,897.19	\$383.40	\$ 3,280.59
<b>OVERHEAD</b>			
Facilities and Equipment	\$4,319.00	\$0.00	\$ 4,319.00
Communications	\$823.00	\$0.00	\$ 823.00
Contracted Services	\$88,089.00	(\$17,751.00)	\$ 70,338.00
Insurance	\$214.00	\$0.00	\$ 214.00
<b>INDIRECT and ADMINISTRATIVE COSTS</b>			
Central Services	\$23,176.22	\$3,413.08	\$ 26,589.30
<b>Total</b>	<b>\$265,893.00</b>	<b>\$0.00</b>	<b>\$ 265,893.00</b>

Unit Price Per One Delivered Meal \$ 6.65

7,165	JCS kosher home delivered meals		
1,535	JCS kosher home delivered meals		
	Total Value GCSC FY-17 Contract	\$265,983.00	\$ 265,893.00
	JCS Contract	(\$85,176.00)	\$ (67,425.00)
\$1.82	Funding Adjustment	(\$16,025.05)	\$ (12,989.59)
	Available for GCSC congregate reimb	\$164,691.95	\$ 185,478.41
32,597	GCCARD congregate meals		
	Avg cost per GCCARD congregate meal	\$5.69	\$ 5.69

