

**CONTRACTED SERVICE AGREEMENT  
TERMS AND CONDITIONS FOR AGENCY PROVIDING SUB-RECIPIENT GRANT  
SERVICES FOR LIVINGSTON COUNTY HEALTH DEPARTMENT**

This Agreement is made as of May 1, 2025, between the LIVINGSTON County Health Department, (herein called "LCHD") and SMILES ON WHEELS, (herein called "the Agency").

- 1) Services. The Agency is a non-profit mobile hygiene program that provides professional dental services by Registered Dental Hygienists and coordinators. The Agency shall provide dental assessment services as described in Attachment A to Livingston County students as required by Public Act 261 of 2020 during the term hereof.

This contract is for services pursuant to a state award to the LCHD. Pursuant to this contract, the Agency is responsible for programmatic decision-making and its services. The Agency will have its performance measured in relation to the state program objectives and is responsible to adhere to applicable laws and regulations. The Agency is responsible for using the state program funds for the purpose specified in the authorizing statute.

- 2) Relationship of Parties. In the provision of services hereunder, the Agency shall be an independent contractor with sole authority to control and direct the performance of the details of the services, LCHD being interested only in the results obtained. Nothing herein shall be construed to create an employer-employee relationship between LCHD and the Agency.
- 3) Compensation and Terms of Payment. LCHD shall pay the Agency, and the Agency shall accept as full compensation and payment for the services hereunder and all its costs connected therewith, the following:
  - a. An amount equal to the MDHHS allocation, as determined by the state's funding agency, with a deduction of a 10% administrative fee. Said compensation covers, without limitation, all the Agency's costs for wages, taxes, insurance, fringe benefits, travel expenses, overhead and profit.
  - b. The Agency shall submit an invoice to LCHD, itemized and supported to LCHD's satisfaction, for all services rendered and expenses incurred during said invoice period. Such invoices will be paid within 30 days after LCHD's receipt and approval thereof.
- 4) Professional Standards and Applicable Laws. The Agency shall secure all applicable licenses or permits required by law or ordinance and shall comply with the applicable laws, orders, rules and regulations pertaining to the services hereunder at the time he/she becomes aware of such requirements, including but not limited to student information privacy, general school laws, and special education laws. The Agency will perform all professional services under this Agreement by the exercise of due care and skill in accordance with the applicable professional standards for services of this type under these circumstances. Without limiting the generality of the foregoing, the Agency shall be responsible for complying with all local, state, and federal tax laws and regulations, and for the payment of all payrolls, income, social security, unemployment, and other taxes. The Agency subscribes to equal opportunity in its employment and work practices as required by law.
- 5) Liability and Insurance Coverage. The Agency shall assume all responsibility for, and indemnify and save LCHD harmless from, all expenses, claims or liability, including property damage, which in any manner are connected with or arise from any action or operation hereunder or the services which are the subject of this contract; provided, the Agency shall not be required to indemnify LCHD for such injury or damage caused by LCHD's sole negligence. Consistent with this commitment,
  - a. The Agency will provide proof of professional liability coverage appropriate for the performance of services under this Agreement. Prior to the Agency commencing any services hereunder, the Agency shall also furnish evidence satisfactory to the LCHD showing:
  - b. The Agency has worker's compensation insurance with Michigan statutory limits, and

- c. if the Services hereunder involve the use of the Agency's vehicle, furnish evidence satisfactory to LCHD showing that the Agency has automobile liability insurance with minimum limits as required by Michigan's No-Fault Auto Insurance laws.
- 6) No Assignment. The Agency shall not assign this contract, or subcontract any services hereunder, without LCHD's prior written consent. Any attempted assignment without such written consent shall be void.
- 7) Ownership. All data, evaluations, reports, and other work products of the Agency shall become the property of the LCHD and shall be delivered to the LCHD upon completion or termination of the Agency's services hereunder or at such earlier times as the LCHD may request.
- 8) Confidentiality. All information, whether oral, written or otherwise, which LCHD provides to the Agency or which is generated or derived by the Agency in or as a result of the services hereunder and which LCHD designates, in writing or orally, as confidential to LCHD shall be held in strict confidence by the Agency and shall not be disclosed by the Agency to any third party without LCHD's express written consent.
- 9) Governing Law. This contract shall be deemed to be a Michigan contract and shall be construed in accordance with and governed by the laws of the State of Michigan.
- 10) Criminal History Check. The Agency will provide a report of the criminal history record check of the individual(s) who will perform the services described in Attachment A, based on fingerprints taken after January 1, 2006, and recorded on the Michigan State Police database for school employees.
- 11) No Waiver. The failure of either party to enforce, at any time, the provisions of the Agreement shall not constitute a waiver of such provisions or the right of the Agency or the LCHD at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.
- 12) Entire Agreement and Amendment. This Agreement, upon acceptance by the parties hereto, will constitute the entire and integrated understanding between the parties and supersede all prior and contemporaneous negotiations, representations, and agreements, whether written or oral, with respect to the subject matter addressed herein. The terms of this contract may not be changed, superseded, or supplemented except in writing, signed by one of LCHD's Agents and by the Agency.
- 13) Term and Termination. This Agreement shall be effective as of the term appearing on Attachment B, State Award Information, and shall continue in effect for a five (5) month term, ending on September 30, 2025, and shall automatically renew for successive one-year terms (October 1-September 30, the State of Michigan fiscal year) unless either party provides written notice of non-renewal to the other party at least sixty (60) calendar days prior to the end of the initial term or any renewal term. This Agreement may be terminated by mutual consent, by providing the other party with a minimum 30 days written notice, expiration of funding, or a breach by of any representation in this Agreement.

By:

Jay R. Drick, Chairperson  
Livingston County Board of Commissioners  
304 E. Grand River Ave.  
Howell, MI 48843  
chairperson@livgov.com

By:

Kim Crabtree, RDH, RDA  
Executive Director,  
Smiles on Wheels  
122 Highland Drive  
Jackson, MI 49201  
KimC@smilesonwheels.org

**Attachment A:** Description of Services

**Attachment B:** State Award Information

## **ATTACHMENT A – DESCRIPTION OF SERVICES**

Smiles on Wheels shall provide services to coordinate the Oral Health Kindergarten Assessment Program for the Livingston County Health Department. Services include:

- **VISUAL ORAL ASSESSMENT**  
(Completed not earlier than 6 months before the date of the child's registration with the school)
  - An oral health assessment identifies obvious or suspected oral health conditions that require, or might require, examination by a dentist.
  - The oral assessment will consist of a visual inspection using eight categories of oral health:
    - Lips.
    - Tongue.
    - Gums and oral tissue.
    - Saliva.
    - Natural teeth.
    - Oral cleanliness.
    - Dental pain.
- **URGENT DENTAL CARE PROTOCOL**
  - URGENT CARE NEED (Abscess/infection, pain, rampant decay)
  - ALL urgent care patients should be called at site/school before leaving the location by the hygienist.
  - Document phone conversation on treatment follow-up forms, including specific details.
  - Urgent photo/email- Photos must be taken on ALL urgent patients.

Smiles on Wheels will follow and comply with all CDC, OSHA, and HIPAA requirements.

Smiles on Wheels will ensure that staff assigned to this program participate in any state or federally required program-related training.

Smiles on Wheels will provide routine reports and data to the LCHD Health Officer quarterly, at minimum. Smiles on Wheels will provide reasonable program access for LCHD audit purposes.

**ATTACHMENT B  
STATE AWARD TO BE PROVIDED BY LCHD**



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
LANSING

ELIZABETH HERTEL  
DIRECTOR

April 21, 2025

Jay R. Drick  
Chairperson of the Board of Commissioners  
304 E Grand River Ave, Suite 201  
Howell, MI 48843

Dear Commissioner Drick,

On behalf of the Michigan Department of Health and Human Services, Oral Health Program, I am pleased to announce our intent to award the Livingston County Health Department with \$77,582 to support an Oral Health Kindergarten Assessment Program for the period of May 1, 2025, through September 30, 2025.

The source of funds is shown in the table below and is in the MDHHS FY25 Budget.

Funding Source	Allocations
Federal	\$0.00
Non-Federal	\$77,582
Total	\$77,582

Please check Egrams on a regular basis. To ensure the efficiency of this process, please follow instructions provided by DCAH/Oral Health Program staff.

If you have any questions regarding this letter, please email: Michele Kawabe at [KawabeM@michigan.gov](mailto:KawabeM@michigan.gov). I look forward to working with your program.

Sincerely,

*Michele Kawabe*

Michele Kawabe  
Oral Health Program Consultant

*Christine Farrell*

Christine Farrell  
Oral Health Program Manager

cc: Matt Bolang  
J. Clark  
P. Eisfelder